

# **DIGIT HOME PACKAGE POLICY**

## **Prospectus**

**UIN: IRDAN158RPMS0008V01202526**

### **Go Digit General Insurance Ltd.**

Go Digit General Insurance Ltd. ('Digit') is a new-age general insurance company that is backed by the Fairfax Group – one of the world's largest financial holding companies which is engaged in General Insurance, Reinsurance and Investment management across more than 30 countries.

Digit's singular mission is to make insurance simple for all. With that mission in mind, we are reimagining products and redesigning processes. Our products are designed keeping the consumer in mind, our processes are simple, fast and transparent & our documents are easy to understand. With the help of cutting-edge technology and people who bring in years of experience in both the insurance and technology domain, we want to be the new-age insurance company that's revolutionising the insurance industry. And by doing so, we want to be part of our consumers' lives by enabling them to live life, without worrying about an uncertain future.

### **Product Introduction**

Digit Home Package is a comprehensive insurance solution designed to safeguard your home and its contents against a wide spectrum of risks. This policy offers protection for building and contents, burglary, all-risk coverage, liability, and asset care, along with specialized covers such as baggage, marine transit, pet insurance, fidelity guarantee, and money in transit. With its extensive range of benefits, Digit Home Package ensures complete security and peace of mind for homeowners.

### **COVERAGE SECTIONS**

Following sections are available under the product. Only section opted by You and mentioned in the Policy Schedule / Certificate of Insurance will be applicable to Your Policy:

<b>Section No.</b>	<b>Section Name</b>
1	Building and Contents Cover
2	Burglary Cover
3	All Risk Cover
4	Asset Care
5	Personal Liability Cover
6	Baggage Cover
7	Marine Transit Cover
8	Finshield Cover
9	Pet Insurance
10	Money In Transit
11	Fidelity Guarantee

### **Who Can buy this Product?**

This product is designed to offer comprehensive protection to individual homeowners and Cooperative Housing Society (CHS) against a wide range of risks associated with their building, contents and other items.

The product offers a modular structure that ensures protection against key areas including building and contents, burglary and theft cover, coverage for various equipment, financial losses, and other unforeseen events. Whether it's safeguarding homes, assets, digital threats, or personal finances, each section of the product aims to reduce the financial burden and provide timely support during distress.

The product will also have endorsement covers which will further enhance the coverage provided under this product and will making this a well-rounded solution for everyday risk management.

### **What is the tenure of the policy?**

The policy tenure for all sections is limited to a maximum of 10 years. However, in cases where the insured opts only for Section 1- Building and Contents cover, the policy tenure may be extended beyond the standard 10-year period, subject to underwriting approval and applicable guidelines.

### What are the Coverages, Exclusions, Terms and Conditions available under this Policy?

The Coverages, Exclusions, Terms and Conditions available under various Sections of “Digit Home Package Policy” is as specified below:

#### **SECTION 1: BUILDING AND CONTENTS COVER**

##### **CLAUSE A. THIS SECTION AND THE INSURANCE CONTRACT**

1. **Your Policy:** This Policy is a contract between You and Us as stated in the following:
  - a. This Policy document,
  - b. The Policy Schedule/ Certificate of Insurance attached to this Policy document,
  - c. Any Endorsement attached to and forming part of this Policy document,
  - d. Any Add-on/ Optional Cover/ Endorsement to this Section that You may have purchased from Us,
  - e. The proposals and all declarations made by You or on Your behalf.
2. **To whom this Policy is issued and what it covers:**
  - a. This Policy is issued to You and covers You and/or Your Home Building and/or Home Contents as mentioned in the Policy Schedule. This policy can also be issued to Co-Operative Housing Society (CHS). **Note:** Whenever Policy is issued to CHS, insurance cover under this Policy shall be available for Building and/or Common Contents under possession of CHS up to the specified Sum Insured and there shall be no insurance coverage for Home Contents/ General Contents which will be specific for individual houses.
  - b. If more than one person is insured under this Policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
  - c. If You have mortgaged, pledged or hypothecated Your Home Building and/or Home Contents with a Bank, the Policy Schedule will show an ‘Agreed Bank Clause’ and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional clause.
3. **The Policy Schedule / Certificate of Insurance: The Policy Schedule / Certificate of Insurance is an important document about Your insurance cover. It contains:**
  - a. Your personal details,
  - b. the Policy Period, Policy Number / Certificate of Insurance number
  - 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/ optional covers/ endorsements opted by You,
  - h. other important and relevant aspects and information.

##### **CLAUSE B: INSURED EVENTS**

If You have opted for this Section, 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.

##### **B1. Property Damage Cover**

The events/ perils 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	
6.	Flood and Inundation	
7.	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.
8.	Bush fire, Forest fire, Jungle fire	-
9.	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.
10.	Missile testing operations	-
11.	Riot, Strikes, Malicious Damages	caused by a. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or b. temporary or permanent dispossession of Your Home by unlawful occupation by any person.
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.

**Please Note:** You will also have an option to select any one or any combination of more than one peril(s)/ event(s) as listed above. In such a case, only the peril(s)/ event(s) opted by You and as mentioned in the Policy Schedule / Certificate of Insurance will be applicable to the coverage provided under this section.

### **B.2. Terrorism Cover**

If You have opted for this Cover, We will provide coverage for physical loss or damage, or destruction caused to Insured Property by the Act of Terrorism occurring during the Policy Period. This cover will be available only if it is opted and mentioned in Your Policy Schedule/ Certificate of Insurance.

Coverage, exclusions and excess under this cover will be as per Terrorism clause attached.

If You have opted for this Section, point no. 9 – Terrorism Damage Exclusion Warranty as provided under “Clause I – Specific Exclusions Applicable to Section 1” shall stand deleted.

### **CLAUSE C: HOME BUILDING COVER**

#### **1. What We cover**

We cover physical loss or damage, or destruction of Your Home Building because of an Insured Event as opted by You from the Insured Event listed in Section 1 – Clause B of this Section.

We also cover architect's, surveyor's, consulting engineer's fees, cost of removing debris as specified under Clause C (5) – Inbuilt Cover of this section.

Further, We pay for Loss of rent and Rent for Alternative Accommodation, which will be paid to the extent declared by You and agreed by Us as specified under Clause C (6) of this Section while Your Home Building is not fit for living following loss or damage due to an insured event.

## 2. Building

### 2.1 Home Building (applicable for Policy issued Homeowners (Other than CHS))

- a. Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.
- b. Your Home Building includes
  - i. fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.
  - ii. the following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
    - 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/ Certificate of Insurance.
- c. Your Home Building does not include Contents of Your Home.
- d. Use for residence
  - i. 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.
  - ii. 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.

### 2.2 Home Building (Applicable for Policy issued to Cooperative Housing Society (CHS))

- a. Your Home Building is a building consisting of
    - i. residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place under possession of CHS.
    - ii. commercial space situated within CHS premises, such as Shop, Club House, Restaurant,
    - iii. Café, Food Joints, Clinic, Hospital, School, Mall, Gymnasium, Common Spaces and Offices etc. as specified in Schedule and accordingly the definition of Home Building shall be interpreted.
- Your Home Building includes
- i. fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.
  - ii. the following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
    - a. garage, domestic out-houses used for residence, parking spaces or areas, if any
    - b. compound walls, fences, gates, retaining walls and internal roads, etc.
    - c. verandah or porch and the like,
    - d. septic tanks, bio-gas plants, fixed water storage units or tanks,
    - e. solar panels, wind turbines and air conditioning systems, central heating systems,
    - f. gensets, lifts and the like, if not included in Common Contents Cover,
  - iii. any other structure shown in the Policy Schedule/Certificate of Insurance.
- b. Home Building does not include Home Contents and Common Contents.

### 3. Sum Insured

- a. The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
- b. If, at any time during the Policy Period or at the time of claim, it is established that the actual square-foot area of the insured property differs from the area declared by You in the Proposal Form, such discrepancy shall constitute a material misrepresentation. In such an event, this Policy shall be treated as void. In these circumstances, no claim shall be admissible or payable under this Policy.
- c. If the Policy Period is more than one year, We will automatically increase Your Sum Insured (Applicable to section 1) during the Policy Period by 10% per annum on each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date. If specifically agreed mutually between You and Us, this condition of automatic increase in Sum Insured can be removed.

If You do not want to opt for Automatic Increase of Sum Insured, then only Long-Term Discount will be applicable to premium of this section.

- d. 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.
- e. Restoration of Sum Insured: Except as stated in Clause H 1 (b) of this Section– Exhaustion of Sum Insured, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

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

- f. Basis of Sum Insured:-
  - Reinstatement Value
  - Market Value
  - Agreed Value

### 4. What We pay

- a. If Your Home Building is physically damaged or destroyed, subject to the terms, conditions, stipulations, exclusions of this Policy, We will pay You as follows

#### **I. Partial Loss**

##### **i. In case of Reinstatement Value Settlement –**

If You make a claim under the section for damage to Your Home Building due to any of the insured perils, we will reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage, but not superior, better or more extensive than its condition if it were new on the date it was damaged.

You must spend for repairs and claim that amount from Us.

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/ Certificate of Insurance.

##### **ii. In case of Market Value Settlement –**

We will reimburse to You the actual cost of repairs, less depreciation at the rate of 2.5% per year (unless specifically agreed otherwise by us and mentioned in the policy schedule/Certificate of Insurance) or part thereof not exceeding 75% in the aggregate, depending on the age of “Your Home Building” provided also that Our liability shall in no case exceed the Sum Insured stated in the Policy Schedule/ Certificate of Insurance.

##### **iii. In case of Agreed Value Settlement –**

We will reimburse to You the cost of repairs to the extent required to bring Home Building 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.

#### **Note:**

- If only an additional structure is destroyed, We shall indemnify You not exceeding the Sum Insured of such additional structure.
- The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule/Certificate of Insurance for Home Building Cover. If the Policy Schedule/Certificate of Insurance shows any limit for any item, such limit is the maximum We will pay for that item.

## **II. Total Loss**

### **i. In case of Reinstatement Value Settlement –**

If Home Building is a Total Loss, We will pay You for

- a. The Reinstatement Value of Home Building.
- b. New Reconstruction of Home Building on the same site, or another site. If You reconstruct Home Building on another site, We will not pay You more than what We would pay to reconstruct on the same site.
- c. Reinstatement using standard material readily available and in common use for similar type of Building.

### **ii. In case of Market Value Settlement –**

If Your Home Building is a Total Loss, We will reimburse to You the cost of construction on the date of loss on the same site of Your Home Building of the same kind or type but not superior to or more extensive than Your Home Building when new as on the date of loss less depreciation at the rate of 2.5% per year (unless specifically agreed otherwise by us and mentioned in the policy schedule/Certificate of Insurance) or part there of not exceeding 75% in the aggregate, depending on the age of “Your Home Building” but not exceeding the Sum Insured stated in the Policy Schedule/Certificate of Insurance.

### **iii. In case of Agreed Value Settlement –**

If Home Building is a Total Loss, We will pay You for

- a) The Reinstatement/Replacement Value of Home Building on Agreed Value basis.
- b) Reconstruction of Home Building on the same site, or another site. For New reconstruction of Home Building at another site, We will not pay You more than what We would pay to reconstruct on the same site.
- c) Reinstatement using standard material readily available and in common use for similar type of Building.
- d) The Insured may opt not to exercise his right to reconstruct or reinstate the damaged Home Building or retain the damaged Home Building and instead opts to abandon Home Building to the Insurer including vesting in the Insurer all rights of the Insured appurtenant thereto including the right to reconstruct the same, in which case the amount payable shall be the Sum Insured indicated in the Policy Schedule/Certificate of Insurance.

**iv.** 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.

**v.** 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 Home Building

**vi.** We will pay the Market Value of Home Building at the time it is a Total Loss irrespective of You having opted the cover on Reinstatement Value basis/ Market Value, but not more than the relevant Sum Insured,

- i. if Home Building cannot be reinstated/ repaired or rebuilt due to Municipal, State or Central law, rules or any similar regulations by the Competent Authority
- ii. if You do not wish to repair/reinstate Home Building.

**vii.** If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.

## **5. Inbuilt Cover**

In addition to what Clause C4 of this section as mentioned above, We will pay You the following expenses:

- i. Architect, surveyor, consulting engineer fees-** We will pay up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;

- ii. **Costs of removing debris from the site** – We will pay up to 2 % of the claim amount for reasonable costs of removing debris from the site.
- iii. **Loss of Rent and Rent for Alternative Accommodation (Not applicable to CHS)** - 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/ Certificate of Insurance) 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: CONTENTS COVER**

##### **1. What We cover:**

We cover the physical loss or damage to or destruction of the General Contents or Common Contents of Your Home Building caused by an Insured Event as opted by You from the Insured Event listed in Section 1 – Clause B of this Policy. Common Content will be applicable to policies issued to CHS.

Valuable Contents of Your Home are not covered under this Policy unless You have purchased the optional cover for the Valuable Contents.

##### **2. Sum Insured:**

- a. The Sum Insured for the General Contents or Common Contents is shown in the Policy Schedule/Certificate of Insurance and will be the maximum amount payable in the event the General Contents or Common Contents (as applicable) destroyed/lost completely.
- b. If You have purchased Home Building including Home Contents cover or only Home Contents Cover or Common Content Cover (applicable only to CHS), You have to declare the Sum Insured for the Contents in the Proposal Form.
- c. The Sum Insured You have chosen for General Contents or Common Contents must be enough to cover the cost of replacement of the covered Contents.
- d. If You want to cover the Valuable Contents in Your Home, You must opt for the Optional Cover for Valuable Contents as given in Clause E (1) (a) of this section under Additional Covers.
- e. Restoration of Sum Insured: Except as stated in Clause H 1 (b) of this Section - Exhaustion of Sum Insured, 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 coverage provided under this section 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 the loss, exercise Your option not to restore the Sum Insured.

##### **3. What We pay**

If the Contents (General Contents / Common Contents) covered under this section are physically damaged by any Insured Event, We will at pay as per following –

- a. If the General Contents/ Common content as covered under this section 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 General Contents /Common Contents is the Sum Insured shown in the Policy Schedule/Certificate of Insurance for General Contents/ Common Content Cover. If the Policy Schedule/Certificate of Insurance 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 (Applicable only if opted and mentioned in the Policy Schedule / Certificate of Insurance)**

**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 INR 5 Lakh (Rupees Five Lakh) and Individual item value does not exceed INR 1 Lakh (Rupees One Lakh), unless specifically agreed otherwise by Us.

- 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/Certificate of Insurance for the Valuable item/s. If the Policy Schedule/Certificate of Insurance shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item. Loss to only one item of a pair or set does not constitute loss or damage to the entire pair or set.

**b. Personal Accident Cover:**

In the event an insured peril that caused damages to Your Home Building and/or Home Contents also results in the unfortunate death of either You or Your family members residing with You, We will pay compensation of INR 5,00,000 (Rupees Five Lakh) per person. Details of family members covered will be as mentioned in the Policy Schedule / Certificate of Insurance.

In the event of the unfortunate death of the insured, the Personal Accident cover shall continue for the other covered members until expiry of the Policy/ Section.

**2. Add-ons/Endorsements:**

You can opt for an Add-ons/endorsements by choosing from the Add-ons/Endorsements, if any, offered by Us under this section and the ones that You have purchased will be mentioned in the Policy Schedule/ Certificate of Insurance and the relevant clause/s and/or endorsement(s) will be attached to this section of the Policy.

**CLAUSE F. CHANGES TO COVERS**

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

**CLAUSE G. WAIVER OF UNDERINSURANCE**

Underinsurance does not apply to this section. 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 H. SPECIFIC CONDITIONS APPLICABLE TO SECTION 1**

**1. Automatic termination of the coverage provided under this section of the Policy**

This Section will automatically end in the following cases:

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

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

**b. Exhaustion of Sum Insured**

If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed, and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Section will end.

**c. Change of use of Your Home Building or Home Contents**

The Section will end

- i. if You change the use of Your Home Building from personal residence to any other purpose, or
- ii. if You use any item of Home Contents for use that is not personal.

**d. Sale of Your Home Building or Home Contents**

This Section will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to an end. The Section will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.

**e. Effect of death**

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

**CLAUSE I. SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 1**

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

1. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self- heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.
2. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the Policy Schedule / Certificate of Insurance.
3. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
4. Loss or damage to any Insured Property removed from Your Home to any other place.
5. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
6. Any reduction in market value of any Insured Property after its repair or reinstatement.
7. 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.
8. Costs, fees or expenses for preparing any claim.
9. Terrorism Damage Exclusion Warranty (applicable only if Terrorism Cover is not opted) – Details of warranty is mentioned in the “Clauses” section of this policy wordings
10. Your Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 consecutive days, unless specifically agreed otherwise by Us and mentioned in the policy schedule/ Certificate of Insurance. This exclusion will not apply if You have obtained prior written approval from Us and such approval is recorded on the Policy.

**SECTION 2: BURGLARY COVER**

**Coverage**

If You have opted for this Section, We agree to indemnify You for:

1. Any loss of or damage to the Property described in the Policy Schedule/Certificate of Insurance or any part thereof whilst contained in the Premises described in the Policy Schedule/Certificate of Insurance during the Policy Period due to Burglary or Housebreaking or Robbery or Hold-up.
2. Any damage to the Premises described in the Policy Schedule/Certificate of Insurance resulting from Burglary or Housebreaking or Robbery or any attempt thereat by the person or persons committing or attempting to commit such theft during the Policy Period, which includes:
  - a) the reasonable costs incurred by the Insured for changing damaged locks at the entry and/or exit points to the Insured Premises and at internal entry and/or exit points.
  - b) Damage to Safe and/or Strong room within the Insured Premises.

Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item mentioned above or the Total Sum Insured stated in the Policy Schedule/Certificate of Insurance.

**Sum Insured Basis Applicable to Section 2 – Burglary**

The Sum Insured Opted by You at Inception or Renewal will be as per one of the following basis mentioned in Your Policy Schedule/Certificate of Insurance:

**1. Market Value Basis**

Sum Insured on Market Value Basis shall represent the Replacement Value of similar Property less depreciation for age, usage and condition.

**2. Reinstatement Value Basis**

Sum Insured on Reinstatement Basis shall represent the Replacement Value of the Insured Property by a New Property of same kind, type and capacity without deducting depreciation for age, usage and condition.

**3. First Loss Basis**

Sum Insured on First Loss Basis shall represent a percentage, as opted by You and mentioned in Your Policy Schedule/Certificate of Insurance, of the total value of Your Property.

Alternatively, the First Loss Basis Sum Insured can also be opted in terms of specific amount and shall be as mentioned in Your Policy Schedule/Certificate of Insurance.

**Basis of Loss Settlement Applicable to Section 2 – Burglary**

Subject to the condition no.1. Reinstatement of Sum Insured under Specific Conditions Applicable to Section 2 – Burglary below, the deductible/excess stated in Your Policy Schedule/Certificate of Insurance and based on the Sum Insured Basis Opted by You, We may at Our option reinstate, replace or repair the lost or damaged Property covered under this section or pay the amount of loss/damage or may join with any other insure(s) in doing so.

**1. For Property Insured on Market Value Basis**

Where the Sum Insured is opted on Market Value Basis, We will compensate You the Replacement Cost of the lost or damaged Property as on Date of Loss less due allowance for betterment and depreciation for age, usage and condition of the lost or damaged Property.

**2. For Property Insured on Reinstatement Value Basis**

Where the Sum Insured is opted on Reinstatement Value Basis, We will compensate You the Replacement Cost of the lost or damaged Property which excludes any allowance for betterment i.e. the replacement value will be for a new Property of same type, kind, capacity and specification.

**3. For Property Insured on First Loss Basis**

Where the Sum Insured in First Loss Basis:

- a) In the event of Total Loss/ Constructive Total Loss, Our Liability will be restricted to the First Loss Sum Insured Specified in the Policy Schedule/Certificate of Insurance.
- b) In the event of the loss not being a Total Loss/Constructive Total Loss, the Basis of Settlement will be as mentioned in Reinstatement of Sum Insured under “Specific Conditions Applicable To Section 2 – Burglary

Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item or the Total Sum Insured as mentioned in the Policy Schedule/Certificate of Insurance.

**Specific Exclusions Applicable to Section 2 – Burglary**

This Section does not cover the following unless specifically mentioned in the Policy Schedule/Certificate of Insurance and expressly insured by the Section:

1. Loss or damage by fire or explosion however caused.

2. Loss or damage where any inmate or member of the Insured's household or of his staff or any other person lawfully in the premises is concerned in the actual theft of or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
3. Loss or damage occasioned by loot, ransack, spillage or pilferage.
4. Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception.
5. Loss or damage to property from yards, gardens, open spaces unless the property contained within such spaces is specifically insured by this Section.
6. Consequential loss or damage or legal liability of any kind.
7. Loss or damage which either in origin or extent or directly or indirectly proximately or remotely, occasioned by or contributed to by or which either in origin or extent directly or indirectly, proximately or remotely, arise out of or in connection with earthquake, volcanic eruption, typhoon hurricane, tornado, cyclone, or other convulsion of nature or atmosphere disturbance, or war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot & strike, civil commotion, insurrection, rebellion, revolution, conspiracy, military naval or usurped power, martial law or state of siege or any of the events or cause which determine the proclamation or maintenance of martial law or state of siege.  
Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise), directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently or the existence of such abnormal conditions. In any action, suit or other proceedings, where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.
8. 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. (unless specifically agreed and mentioned in Your Policy Schedule/Certificate of Insurance). For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear. This also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism. If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
9. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
10. The Coverage under this Section shall cease to attach:
  - a) If the premises shall have been left uninhabited by day and night for thirty (30) or more consecutive days and nights, unless specifically agreed, altered and mentioned in Your Policy Schedule/Certificate of Insurance.
  - b) If the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased; change or relax any of the safeguards for securing the premises.
  - c) To any property insured which shall be removed from the premises in which it is herein stated to be safe so far as is expressly provided for this section or these conditions.
  - d) To any property the interest of the Insured which shall pass from the Insured otherwise than by will or operation of law; unless in every case the consent of the Company to the continuance of the insurance thereon is obtained and signified by a memorandum made on the Policy by or on behalf of the Company.

### **Specific Conditions Applicable to Section 2 – Burglary**

#### **1. Reinstatement of Sum Insured**

Immediately upon the happening of any insured event, the Total Sum Insured and the Sum Insured upon various description of the property which have been lost or damaged shall be reduced by the amount of the

loss or damage claimed and such reduced Sum Insured shall then represent the maximum liability of the Company in respect of any further Claims made during the current Policy Period, unless the Company consents, upon the Insured's payment of any additional premium to reinstate the Sum Insured to the level available at the inception of this Policy.

## 2. Maintenance of Books & Keys

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

## 3. Pair and Set Clause

Where the purchased item is part of a Pair or Set, the Insured shall be indemnified not more than the value of the particular part lost, damaged or destroyed regardless of any special value that the item may have by way of being part of such pair or set, unless this condition is specifically waived off by Us.

## 4. Occupation of premises

The Company may at any time after the occurrence of damage to the property insured enter upon the premises and take and keep possession of the property concerned and deal with the salvage and this Section shall be proof of leave and licence for such purpose, and if the Insured or anyone acting on his behalf shall obstruct or prevent the Company from so doing, all benefit under this Section shall be forfeited. Upon payment of any claim for loss under this Section, the property in respect of which the payment is made shall belong to the Company. No property may be abandoned to the Company.

## 5. Prosecution

The Insured upon becoming aware of any loss or damage in respect of which a claim is or may be made shall take all practicable steps to discover the person by whom the property was stolen or the premises damaged and to prosecute and obtain the conviction of such person for the offence and to trace and recover any property stolen.

## 6. Indemnity

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

## 7. Condition Of Average Clause

### Where Sum Insured is on Market Value Basis & Reinstatement Value Basis:

If the property hereby insured shall at the time of happening of any loss, destruction 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 rateable proportion of the loss accordingly. Every item if more than one of this Section shall be separately subject to this Condition.

### Where Sum Insured is on First Loss Basis as a Percentage of Actual Value at Risk:

If the insured Property under this Section shall at time of happening of any loss, destruction or damage be collectively of greater value than the total value declared by You, then You shall be considered as Your own Insurer for the difference and accordingly Company's liability is restricted to same proportion of the loss as the declared total value bears to the actual total value found out at the time of loss.

**Where Sum Insured is on First Loss Basis in terms of Specific/Absolute Amount:** Condition of Average will not be applicable for Covers where Sum Insured is Opted on First Loss Basis in terms of Specific Amount.

## 8. Adequate Protection

It is further warranted that adequate protection to the doors, windows and all other such openings in the premises are properly maintained during the Policy Period.

## 9. Visible Damage

There shall be actual visible damage caused to the premises or part thereof or connected with violent and forcible entry in the premises.

#### **10. Protection**

It is a condition precedent to liability under this Section that: -

- a) all protections in force at the premises at the inception of the cover or subsequently as stipulated by or agreed by the Company shall be in full operation securing the premises, whether the premises are closed or left unattended.
- b) any keys for the premises and or intruder alarm systems or safes and /or strong rooms and /or any other secured area or device in which insured property is kept and removed from the premises whenever the premises are closed or left unattended.
- c) the Insured maintains the secrecy of codes for the Intruder Alarm Installation to authorised persons and no details of the same are left on.

#### **11. Reinstatement Value Policies Clause**

Reinstatement value insurance may be granted on Machinery, Contents, Furniture, Fixture and Fittings only subject to the incorporation of the following memorandum in this Section:

"It is hereby declared and agreed that, in the event of the property insured under this Section being lost, destroyed or damaged, the basis upon which the amount payable under this Section shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the terms and conditions of the Policy."

#### **12. First Loss Clause**

First loss coverage involves the selection by the Insured of a Sum Insured for a particular item of property covered, which is lower than the total replacement value of the property at the Insured's premises.

First loss cover can be issued for an amount less than the total value of the property at risk with a stipulation that the Company will pay the whole amount of loss up to the limit of the Sum Insured.

The options for First loss cover will be as follows:

**First Loss Cover with Partial Average:** Where Sum Insured is on First Loss Basis as a Percentage of Actual Value at Risk below average clause will be applicable:

If the Insured Property under this Section shall at time of happening of any loss, destruction or damage be collectively of greater value than the total value declared by You, then You shall be considered as Your own Insurer for the difference and accordingly Company's liability is restricted to same proportion of the loss as the declared total value bears to the actual total value found out at the time of loss.

**First Loss without Condition of Average: or delete the Under-insurance Condition completely:**

Condition of Average will not be applicable where the First Loss Policies has been issued in terms of specific / absolute amount, where there is remote possibility of total loss.

#### **13. Terrorism Damage Exclusion Warranty**

Details of warranty is mentioned in the "Clauses" section of this policy wordings.

### **SECTION 3: ALL RISK COVER**

#### **Coverage**

If You have opted for this Section, We hereby agree, subject to the terms, conditions, deductibles and exclusions herein contained, or endorsed or otherwise expressed hereon, to indemnify You up to the Sum Insured and/or Limit of Liability mentioned in Your Policy Schedule/ Certificate of Insurance against loss of or damage to the Property Insured and/or liability suffered or occurring during the Policy Period.

Coverages under this section are as follows.:

- For Section 3. A – Loss of or Damage to Property Insured
- For Section 3. B – Third Party Liability arising out of Property Insured

Coverage under this section will be available as per coverage opted by You under this section and will be as mentioned in the Policy Schedule / Certificate of Insurance.

#### **SECTION 3 A: LOSS OF OR DAMAGE TO PROPERTY INSURED**

If You have opted for this cover, We will pay up to the Sum Insured mentioned in the Policy Schedule/ Certificate of Insurance, as per the Sum Insured basis opted by You, for any loss of or damage to Property Insured, within the Territorial Limits, against any fortuitous cause except causes excluded and mentioned in this section.

Provided always that,

- a. such loss or damage has occurred during the Policy Period mentioned in the Policy Schedule/ Certificate

of Insurance or during any further Period for which We may accept payment for the renewal or extension of this Policy.

- b. The liability of the company shall in no case exceed the Sum Insured on each item or on the whole of the Total Sum Insured mentioned in the Policy Schedule/ Certificate of Insurance.

### **Specific Exclusion Applicable To Section 3 A: Loss or Damage to Property Insured**

This Section does not cover the following, unless specially mentioned in the Policy Schedule/ Certificate of Insurance and expressly insured under this section of the Policy: -

1. Loss of or Damage to property not belonging to or held in trust by or in the custody or control of the Insured.
2. Loss of or Damage to property caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause or due to deformation or distortion.
3. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, paintings, pictures, musical instruments, sports gear and similar articles of brittle or fragile nature, unless caused by fire and/or accident.
4. Cracking, scratching, denting, chipping or breakage or any other aesthetic defect not affecting the operation or function of the Property Insured.
5. Over-winding, denting or internal damage of watches and clocks.
6. Loss of or damage to money, securities, virtual currency, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, travel tickets, travelers' cheques, business books or documents.
7. Loss of or damage to accessories and/or tools and/or items of consumable nature and/or packaging material including but not limited to lubricating oil, fuel, catalyst, refrigerant, dewatering etc.
8. Theft from any vehicle except vehicle of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
9. Any Loss or Damage to property that is prototype in nature.
10. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or contract/maintenance agreement.
11. Loss or damage arising due to defective design or workmanship by the manufacturer or supplier.
12. Loss or damage due to theft or attempted theft by any employee or any other person with a connivance of the Insured or any employee.
13. Consequential losses of any kind including but not limited to loss of profit, business interruption, market loss.
14. Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds.
15. Legal liability of any kind, except to the extent covered under "Cover 3B- Third Party Liability", if opted by You.
16. Loss or damage to the Property Insured whilst in Transit under contract of affreightment unless agreed and specifically mentioned in the Policy Schedule/ Certificate of Insurance.

#### **17. Cyber Exclusion Clause:**

##### **Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a. This section does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concept and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but not limited to 'Trojan Horses', 'Worms' and 'Time or logic bombs'.

**18. Terrorism Damage Exclusion Warranty:**

Details of warranty is as mentioned in the "Clauses" section of this policy wordings.

**Basis Of Valuation for Section 3A: Loss or Damage to Property Insured****Sum Insured Basis Options applicable to Section 3 A – Loss of or Damage to Property Insured:**

The Sum Insured opted by You at Inception or Renewal shall be as per one of the following basis mentioned in Your Policy Schedule/ Certificate of Insurance:

**a) Market Value Basis**

Sum Insured on Market Value Basis shall represent the replacement value of the Property Insured as New at the time of loss or damage less due allowance in respect of depreciation for age, usage condition and betterment.

**b) Replacement Value Basis**

Sum Insured on Replacement Value Basis shall not be less than the cost which would be incurred to replace the Property Insured with a new Property of similar type, kind, capacity at any time during the Policy Period. No depreciation for age, usage and condition should be taken into consideration while arriving Sum Insured on Replacement Value Basis.

**c) Agreed Value Basis**

Sum Insured on Agreed Value Basis shall be agreed at the start of the Policy by mutual agreement between Insured and the Insurer. This type of valuation will be applicable to items like curios, works of art, paintings etc, where the true value may become a matter of dispute at the time of claim.

**Basis Of Loss Settlement for Section 3A: Loss or Damage to Property Insured**

Based on the Sum Insured Basis opted by You at the Policy Inception or Renewal, Partial Loss Claims for Property Insured shall be paid as below, provided that Our liability shall in no case exceed the Sum Insured stated in the Policy Schedule/ Certificate of Insurance against each Item:

**1. Partial Loss Settlement for Property Insured:****a. Partial Loss Settlement for Sum Insured Opted on Market Value Basis**

We shall pay You the Actual Repair Cost of the damage and the Cost of Replacing or Reinstating the damaged parts of the Property Insured with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss less due allowance for betterment and depreciation for age, usage and condition.

**b. Partial Loss Settlement for Sum Insured Opted on Replacement Value Basis or Agreed Value Basis**

We shall pay You the Actual Repair Cost of the damage and the Cost of Replacing or Reinstating the damaged parts of the Property Insured with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss.

**c. Partial Loss Settlement for Sum Insured Opted on Agreed Value Basis**

We shall pay You the Actual Repair Cost of the damage or the Cost of Replacing or Reinstating the damaged parts of the Property Insured with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss.

In case of repair, We will also pay for any loss in value of the Insured Property.

**2. Total Loss Settlement for Property Insured:**

Based on the Sum Insured Basis Opted by You at the Policy Inception or Renewal, Total Loss Claims for Property Insured shall be paid as below, provided that Our liability shall in no case exceed the Sum Insured Stated in the Policy Schedule/ Certificate of Insurance against each Item:

**a. Total Loss Settlement for Sum Insured Opted on Market Value Basis**

In the event of Total Loss, We will pay You the Replacement Cost of the lost or damaged Property Insured as on Date of Loss less due allowance for betterment and depreciation for age, usage and condition.

**b. Total Loss Settlement for Sum Insured Opted on Replacement Value Basis**

In the event of Total Loss, We will pay You the Replacement Cost of the lost or damaged Property Insured as on the Date of Loss i.e. the replacement value will be for a new Property Insured of same kind, capacity and specification excluding any allowance for betterment.

**c. Total Loss Settlement for Sum Insured Opted on Agreed Value Basis**

In the event of Total Loss, We will pay You the Sum Insured Agreed at the Inception of the Policy or Market Value immediately prior to the loss, whichever is lower.

**Specific Conditions / Extensions Applicable To Section 3A: Loss of Or Damage to Property Insured**

Below special conditions / extensions shall be applicable to Cover 3A of this section, unless specifically agreed otherwise and mentioned in the Policy Schedule/Certificate of Insurance:

**1. Single Item Limit:**

Our liability in respect of each item or Items in pair or set shall not exceed specific amount or percentage of the "Section 3A – Loss of or Damage to Property Insured" Total Sum Insured. This limit, if applicable, is mentioned in Your Policy Schedule/Certificate of Insurance.

**2. Articles in Pairs or Sets:**

If any claim arises hereon for loss or damage, consequent upon any cause covered by the section, of or to an article constituting one of an insured pair or set, no regard shall be made to any special value as such and the amount recoverable under this section of the policy shall be calculated as though the article had been separately insured at pro-rata of the insured value of the pair or set.

**3. Transfer of Interest:**

This Policy shall cease to attach to any Property Insured in which the Insured's interest shall pass from the Insured otherwise than by will or operation of law, unless the Company's consent to the continuance of the Insurance is obtained and Endorsed on the Policy.

**4. Onus of Proof:**

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

**5. Reinstatement of Sum Insured:**

Immediately upon the happening of any loss of or damage to the Property Insured as described in the section of this Policy, the total Sum Insured and the Sum Insured upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of loss or damage and such reduced sums insured shall be the limit of Our liability in respect of any further loss or damage occurring during the current Policy Period, unless We consent, upon payment of additional premium, to reinstate the full Sum Insured.

**6. Personal Conveyance Clause**

This Insurance only covers the Property Insured in transit when in the "close personal custody and control" of the Insured and/or Insured's Employee(s) and/or representative(s), unless otherwise agreed by Us. For the purpose of this clause, "Close Personal Custody and Control" means that the Property Insured shall be held by, or attached to, or within sight and not more than arm's length reach of the designated individual at all times whilst in transit, subject to the Hotel/Motel Clause if applicable. A negligent or voluntary relinquishment of "close personal custody and control" over the Property insured by the designated individual will not constitute a loss for the purposes of recovery hereunder, and will result in an immediate cessation of coverage, subject to the Hotel/Motel Clause, if applicable. Losses due to the infidelity of the designated individual are excluded.

**7. Hotel/ Motel Clause**

In respect of stay risks, this Insurance only covers the Property insured when in the hand or within sight of the Insured and/or Insured's Employee(s) and/or representative(s) or when deposited in either bank safe deposit vault or in the safe of a Hotel or Motel and/or whilst in custody of customs. For the purpose of this clause, coverage in respect of a safe in a Hotel/ Motel room will be operative only when the room is occupied, or the insured Property is contained in a safe and/or vault. This insurance excludes loss of or damage to the insured Property from unattended Hotel/Motel rooms.

**8. Storage at Residence Clause**

It is agreed and understood between parties that whenever the Insured and/or Insured's representatives take any insured goods home, these goods have to remain under the personal and permanent supervision of an adult person unless locked in a safe at private dwelling house.

**9. Maintenance of Keys Clause**

The keys to the Insured's Premises and/or Safe shall not be left on the Insured's Premises out of business hours unless such premises are occupied by the Insured or any authorized Employees of the Insured; in which case, such keys if left on the premises shall be deposited in a secured place.

**10. Packing and Securing of Property Insured in Storage or Transit Clause**

It is warranted that the Insured will ensure that the Property Insured, the subject-matter of this section of the Policy, will be packed, stored and transported in such manner as to withstand the normal hazards associated with such storage or transit.

### **Section 3.B: THIRD PARTY LIABILITY ARISING OUT OF PROPERTY INSURED**

If You have opted for this cover, We will indemnify You for an amount, for which You become legally liable to pay as Compensation, including claimant's defence costs incurred with Our prior approval, arising out of the following Occurrence during the Policy Period, subject always to the Limit of Liability mentioned in the Policy Schedule/ Certificate of Insurance against this Section, terms, conditions, exclusions and Deductible of this Policy:

1. Third Party Bodily Injury or Death; or
2. Third Party Property Damage

Provided always that, such Bodily Injury or Death or Property Damage is solely as a result of Property Insured under "Cover 3.B – Loss of or Damage to Property Insured".

### **Specific Exclusion applicable to Section 3.B Third Party Liability arising out of Property Insured:**

We are not liable to make any payment under this Section in respect of following, unless specifically agreed and mentioned in Your Policy Schedule/ Certificate of Insurance:

1. Death of or Bodily Injury to any person under contract of employment or apprenticeship of the Insured arising out of and in the course of such employment.
2. Death of or Bodily Injury to Insured's Contractors and/or Sub-Contractors, when such injury arises out of the execution of such contract.
3. Any liability arising out of property not belonging to or held in trust by or in the custody or control of the Insured.
4. Liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
5. Liability arising out of loss of pure financial nature such as loss of goodwill, loss of market, etc.
6. **Cyber Exclusion Clause:**

#### **Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a. This Section does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.  
ELECTRONIC DATA means facts, concept and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.  
COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but not limited to 'Trojan Horses', 'Worms' and 'Time or logic bombs'.

#### **7. Terrorism Damage Exclusion Warranty:**

Details of warranty is as mentioned in the "Clauses" section of this policy wordings.

### **Specific Conditions Applicable to Section 3 – All Risk Insurance**

#### **1. Indemnity**

We may at Our option reinstate, replace or repair the Property lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and , in no case, shall We be bound to expend more in reinstatement than it would have cost to reinstate such Property as it was at the time of the occurrence of such loss or damage and not more than the Sum Insured thereon. Upon payment of any claim for loss or damage under this section of the Policy, the Property in respect of which the payment is made shall belong to Us.

#### **2. Condition of Average (Under-insurance):**

Either of the below Conditions are applicable to this section of Your Policy and this is specifically mentioned in Your Policy Schedule/ Certificate of Insurance:

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

b. Waiver of Underinsurance

If at the time of reinstatement, the sum representing \_\_\_% as mentioned in the Policy Schedule / Certificate of Insurance, of the total reinstatement cost which would have been incurred if the whole of the Insured Property had been destroyed, exceeds the Sum Insured thereon at the time of the loss, then You shall be considered as being Your own Insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

Conditions of Average will not be applicable to Policies where Sum Insured is opted on Agreed Value Basis.

### 3. Statutory Compliance:

The Insured shall comply with all statutory and other regulations. The Insured shall observe all manufacturers' instructions concerning:

- (a) The inspection of machinery, plant, equipment and apparatus,
- (b) The safety of persons or property.

## SECTION 4: ASSET CARE

### Definition specific to Section 4 – Asset Care

1. **Age of Household Asset** means age of the Household Asset as on the date of loss, calculated from the invoice date.
2. **Household / Insured Asset(s)** means any electronic, electrical, mechanical or physical asset(s) meant for personal use and as described in the Policy Schedule/ Certificate of Insurance.
3. **Mechanical & Electrical Breakdown** means direct loss to a Household / Insured Asset(s) caused by, resulting from, or consisting of:
  - a. Failure of pressure or vacuum equipment;
  - b. Mechanical or electrical failure including arcing; or
  - c. Rupture, bursting, bulging, implosion or steam explosion
  - d. Mechanical operational or structural failure of frames, springs, joints, welds, mechanisms (including inclining, reclining, heating, and vibrating), motors, levers or hand wands, or power or remote cords used for sleeper, reclining, and inclining applications (Applicable for Furniture)

### Coverage

If You have opted for this section, we will cover damage / loss to the Insured Household Asset arising on account of the following:

- Section 4.A Theft
- Section 4.B Accidental Damage
- Section 4.C Liquid Damage
- Section 4.D Mechanical & Electrical Breakdown
- Section 4.E Accidental Loss Cover

Coverage under this section will be available as per coverage opted by You under this section and will be as mentioned in the Policy Schedule / Certificate of Insurance.

#### 4.A. Theft

##### Scope of Cover:

Under this cover, Your Household / Insured Asset(s) is insured against attempted theft subject to the definitions, limitations, exclusions, terms and conditions of this Policy.

##### Specific Exclusions Applicable for this Cover (can be waived in lieu of additional premium)

Any loss falling under "Accidental Loss" Cover unless separately covered and Premium Paid.

#### 4.B. Accidental Damage

##### Scope of Cover:

Under this cover, Your Household / Insured Asset(s) is insured against any physical damage resulting from Accidental Damage subject to the definitions, limitations, exclusions, terms and conditions of this Policy.

**Specific Exclusions Applicable for this Cover (can be waived in lieu of additional premium)**

Any loss falling under “Mechanical or Electrical Breakdown” / “Liquid Damage” / “Theft” Cover unless separately covered and Premium Paid.

**4.C. Liquid Damage**

**Scope of Cover:**

Under this Section, Your Household / Insured Asset(s) is insured against any loss or damage resulting from ingress of any type of liquid or water subject to the definitions, limitations, exclusions, terms and conditions of this Policy.

**Specific Exclusions Applicable for this Cover (can be waived in lieu of additional premium)**

Any loss falling under “Accidental Damage” / “Mechanical or Electrical Breakdown” Cover unless separately covered and Premium Paid.

**4.D. Mechanical & Electrical Break Down**

**Scope of Cover:**

Under this Section, Your Household / Insured Asset(s) is insured against any loss or damage resulting from “Mechanical & Electrical Breakdown” that stops the functioning of Your Household / Insured Asset(s) fully or partially subject to the definitions, limitations, exclusions, terms and conditions of this Policy.

**Specific Exclusions Applicable for this Cover (Can't be waived):**

1. Household Asset malfunctioning or deterioration in the Household Asset’s performance by unauthorized software/virus, software updates, minor adjustments, checking and maintenance will not be covered.
2. Loss or damage that is covered under Manufacturers, Supplier or Dealer’s Warranty or Recall Campaign in the event of mass failure of the Household Asset.
3. Improper storage or transportation of the Household Asset.
4. Improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/manufacturers and/or the agents of makers/manufacturers or use of such handset/laptop contrary to the directives of the makers/manufacturers and/or these agents, will not be covered.

**Specific Exclusions Applicable for this Cover (can be waived in lieu of additional premium)**

Any loss falling under “Accidental Damage”/ “Liquid Damage” Cover unless separately covered and Premium Paid.

**4.E. Accidental Loss Cover**

**Scope of Cover:**

Under this Section, Your Household / Insured Asset(s) is insured against any Accidental Loss subject to the definitions, limitations, exclusions, terms and conditions of this Policy.

**Specific Exclusions Applicable to Section 4 – Asset Care**

1. Any Household Asset(s) not specifically mentioned in the Policy Schedule /Certificate of Insurance, unless specifically agreed otherwise by Us.
2. Any consequential loss or damage including but not limited to Bodily Injury/illness/harmful effect due to usage of/inability to use the Household Asset.
3. Loss or Damage caused due to Intentional overloading or strain, over-running or excessive pressure, excessive charging is not covered.
4. Any loss or damage which is covered under the terms of the maintenance agreement of the insured Household Asset.
5. Expenses which are regular in nature and required to maintain the Household Asset in Proper condition as recommended by the Manufacturer are not covered.
6. Any loss whatsoever to third party including without limitation to persons and/or property arising due to usage of the Household Asset isn’t covered.
7. Loss or damage to fittings/fixtures/accessories/Consumables which forms the part of original Household Asset as supplied by the manufacturer unless damaged or lost along with the Household Asset and at the same time.
8. Loss of/damage to data and contents including pictures, software, downloads, apps, music or any other content is not covered under this section of the policy.

9. Cost of replacement of Battery/SIM Card/Memory Card/Consumables unless damaged at the same time. This can be due to an accidental external impact or liquid damage including Internal leakage of the battery or damage caused due to overcharging, or caused due to use of unauthorized charger in violation to manufacturer's guidelines leading to damage to power board or mother board
10. Any financial loss caused to you as a result of cyber-attack or fraud while the Household Asset was in use.
11. We do not cover loss or damage to any items held or used for any trade or commercial use.
12. Terrorism Damage Exclusion Warranty: Details of warranty as mentioned in the "Clauses" of this policy wordings.
13. Unsuitable Transportation and Packing – Under this section, We do not cover any loss or damage to any item during transit, which is not suitably packed and secured relative to its value and the method of transportation.
14. Unoccupied Home Building/Residence - Your Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 consecutive days, unless specifically agreed otherwise by Us and mentioned in the policy schedule/ Certificate of Insurance. This exclusion will not apply if You have obtained prior written approval from Us.
15. Building works - We do not cover any loss or damage while Your Home Building/Residence is undergoing any renovation during policy period unless notification of renovations and/or vacation is given to Us. We reserve all of our rights under the Policy to either charge You additional premium or refuse to cover any loss relating to such renovations and/or vacation of the Home Building/Residence.
16. Exhibition, display, promotion - We do not cover any loss or damage to Your Valuable articles for exhibition, display and promotion purposes unless notified to us in advance and We specifically agree to cover them.
17. Valuables permanently kept outside India - We do not cover any loss or damage to Valuables articles permanently kept outside India, unless specifically agreed otherwise by Us.
18. We do not cover any loss or damage to articles caused by or resulting from repair or restoration.

#### **Specific Conditions Applicable to Section 4 – Asset Care**

##### **1. Basis of Loss Settlement**

- a. In the event of "Theft" and / or "Accidental Loss" of the Household / Insured Asset(s) stated in the Policy Schedule/ Certificate of Insurance, we will compensate You on one of the following basis, whichever is of lower value:
  1. Pay the Sum Insured minus applicable depreciation as per age of the Household Asset at the time of loss; or
  2. Replace Your Asset with another one of make-model/type/configuration and age similar to the Insured Household Asset and as may be available from the market.
- b. In the event of loss or damage to the Household / Insured Asset(s) stated in the Policy Schedule /Certificate of Insurance due to "Accidental Damage" and / or "Liquid Damage" and/or "Mechanical & Electrical Breakdown Cover", we will compensate You on one of the following basis, whichever is of lower value:
  1. Pay the Realistic and Economical Cost of Repair of the asset assessed by the Claims Analyst; or
  2. Get the Asset repaired at Digit Authorized Repair Shop; or
  3. Pay the Sum Insured minus applicable depreciation as per age of the Household Asset at the time of loss; or
  4. Replace Your Asset with another one of make-model/type/configuration and age similar to the Insured Household Asset and as may be available from the market.

The liability of the Company in any one Policy Period shall in no case exceed the Sum Insured or limit of liability as shown in the Schedule for any one loss.

##### **2. Condition Applicable When a Claim Arises**

Depreciation Chart as per the Asset Category and Age of the Household Asset.

	Applicable Depreciation		
	Asset Category I (Portable Assets)	Asset Category II	Asset Category III (Valuable Assets)
Age of the Asset insured			

		(Non-Portable Assets)	
Up to age 3 months	20%	Nil	Nil
More than 3 Months and up-to 6 Months	20%	Nil	Nil
More than 6 Months and up-to 9 Months	30%	10%	Nil
More than 9 Months and up-to 12 Months	30%	20%	Nil
More than 12 Months and up-to 24 Months	50%	40%	Nil
More than 24 Months and up-to 36 Months	70%	50%	Nil
More than 36 Months and up-to 48 Months	75%	60%	Nil
More than 48 Months and up-to 60 Months	75%	70%	Nil
More than 60 Months	75%	75%	Nil

**Note:**

- For this section **Portable Assets** shall mean any tangible, movable item owned or legally held by the insured, which is not permanently affixed to a single location and can be transported without material alteration to its structure or functionality. This shall include, but are not limited to, items such as laptops, Computer equipment, pedal cycle, handy cams, Mobile phones, sports equipment's and other similar items.
  - For this section **Non-portable assets** shall mean items owned or legally held by the insured that are fixed, installed, or built into a particular place in the home and are not meant to be moved around. These include items such as wall-mounted televisions, built-in chimneys, split air conditioners, modular kitchen units, washing machines, microwave ovens, and fixed safety and security systems.
  - For this section **Valuable Assets** shall mean Jewellery, Diamond Sets, Work of Art, Chandeliers, High End Luxury Watches, Antiques, Painting and items of similar nature.
  - The above depreciation will be applicable only in case of Total Loss Claims.
  - If specifically agreed by the Insured and the Company, the above-mentioned rate mentioned depreciation chart will not be applicable for any particular asset. In such cases, the applicable depreciation chart will be mentioned in the Policy Schedule / Certificate of Insurance.
3. We will pay maximum of number of claims in the Policy period as mentioned in the policy schedule / certificate of insurance.
4. **Payment for a Pair or Set**  
In the event of a covered loss to a pair or set, You may elect either to repair or replace any part to restore the pair or set to its value immediately before the loss, or to receive payment of the lesser of
- a. the difference between the Market Value of the pair or set immediately before and after the loss, or
  - b. the difference between the amount of coverage and the Market Value of the pair or set after the loss.
- Our liability shall not exceed the applicable limits stated in the Policy Schedule/Certificate of Insurance.
5. **Surrender of Undamaged Items in a Pair or Set**  
In the event of a covered loss to a pair or set, You may elect to surrender the undamaged items of the pair or set to Us, in which case We shall pay the lesser of
- a. the amount of the blanket coverage for the pair or set, or
  - b. the Market Value of the pair or set immediately prior to the loss.
- In no event shall payment exceed the Sum Insured for that pair or set or the unspecified single article limit as shown in the Policy Schedule/Certificate of Insurance.

**SECTION 5: PERSONAL LIABILITY COVER****Definitions Specific to Section 5 – Personal Liability Cover**

1. **Damages** means the sum required to satisfy a claim, whether settled or agreed to in writing by Us or resolved by judicial procedure.
2. **Domestic Staff** means any person employed by You solely to carry out domestic duties associated with Your Home but does not include any person employed in any capacity in connection with any Business, trade or profession other than incidental business.
3. **Occurrence means:**
  - a) a loss or an accident, including continuous or repeated exposure to the same general harmful conditions, which occurs during the Policy Period and results in Personal injury or Property damage;

or

b) an offence, including a series of related offences, committed during the Policy Period that results in Personal injury or Property damage.

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

#### **Coverage**

If you have opted for this section we shall indemnify You for Damages that You or Your Family members are have incurred and legally obligated to pay as compensation for Personal Injury or Property Damage caused by a covered occurrence under this section, anywhere in the geographical limits as mentioned in the Policy Schedule / Certificate of Insurance.

**A. Payment of a Loss:** The maximum amount We will pay for all claims arising from Personal Injury and Property Damage resulting from any one Occurrence will be Sum Insured as mentioned in Your Policy Schedule /Certificate of Insurance, unless any specific limit mentioned in the Policy Schedule / Certificate of Insurance. This insurance applies separately to each Insured person against whom a claim is made, or a lawsuit is brought. However, We will not pay more than the limit shown in Your Policy Schedule /Certificate of Insurance for any single Occurrence, regardless of:

- The number of Insured persons involved,
- The number of claims made, or
- The number of persons injured.

Payments under Defence Cover, except settlement payments, are in addition to the Personal Liability Sum Insured as mentioned in Your Policy Schedule /Certificate of Insurance.

**B. Defence Cover :** We will pay the legal defence costs and related legal expenses incurred by You, provided these are incurred with Our prior written consent. In jurisdictions where We are prevented from defending You for a covered loss due to local laws or other reasons, We will pay only those legal defence expenses incurred with Our prior written consent for Your defence.

Our duty to defend any claim or suit arising from a single Occurrence ends when the amount We have paid in damages for that Occurrence equals the liability cover limit mentioned in the Policy Schedule/ Certificate of Insurance.

#### **Specific Exclusions Applicable to Section 5- Personal Liability Cover**

This section does not provide cover for liability, defence costs, or any other cost or expense arising from or in connection with:

1. **Aircraft** - Personal injury or Property damage arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft. However, this exclusion does not apply to Personal injury or Property damage arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft chartered by You with qualified and professional crew and operated solely by licensed pilots.
2. **Asbestos** - For claims and losses based upon, arising out of, directly or indirectly resulting from, in consequence of, or any way involving asbestos.
3. **Business Pursuits** - Personal injury or Property damage arising out of Your business pursuits, investment activity or any activity intended to generate a profit for an insured person or other However, this exclusion does not apply to: a) voluntary work for an organised and registered charitable, religious or community group; or b) incidental business activity.
4. **Care, Custody or Control** - Property damage to property owned by, rented to, occupied or used by, or in the care, custody or control of an insured person to the extent that the insured person is required by contract to provide insurance. This exclusion does not apply to Property damage caused by fire, smoke or explosion.

5. **Contractual Liability** - Personal injury or Property damage arising from contracts or agreements, whether written or unwritten, unless liability would have existed without the contract or agreement.
6. **Directors' Errors or Omissions** - Personal injury or Property damage arising out of any Insured person's acts, errors or omissions as an officer or member of the board of directors of any corporation or organisation. This exclusion does not apply to bodily injury or Property damage arising out of an Insured person's actions for a non-profit making corporation or organisation unless another exclusion applies.
7. **Discrimination** - Personal injury arising out of actual, alleged or threatened discrimination or harassment due to age, race, national origin, colour, sex, creed, handicapped status, sexual preference or any other discrimination.
8. **Financial Guarantee** - We do not cover any house for an Insured person's guarantee of financial performance of any organisation, insured person or other individual.
9. **Fungi** - Personal injury or Property damage arising directly or indirectly, in whole or in part, out of the actual or alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any Fungi. However, this exclusion does not apply to Personal injury or Property damage arising out of Fungi that are on, or contained in, a good or product intended for consumption.
10. **Intentional Acts** - Personal injury or Property damage resulting from any criminal, wilful, intentional or malicious act or omission by an insured person. We also will not cover claims for acts or omissions of an insured person which are intended to result in, or would be expected by a reasonable person to cause, property damage or personal injury. This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person, than expected or intended.  
However, this exclusion does not apply to bodily injury if the Insured person acted with reasonable force to protect any person or property.
11. **Motorised Land Vehicles** - Personal injury or Property damage arising out of the ownership, maintenance, use, loading or unloading of any motorised, land or mechanically propelled vehicle. This exclusion does not apply to:
  - a. golf buggies;
  - b. quad bikes or motorcycles of under 51cc used within the grounds of a location listed on the Policy schedule /Certificate of Insurance;
  - c. garden equipment used for domestic purposes;
  - d. a motorised land vehicle laid up at Your Residence; or
  - e. a vehicle for use by a disabled person that does not require registration for the road; unless being used for racing or time trials.
12. **Professional Services** - Personal injury or Property damage arising out of an Insured person's performing or failure to perform professional services for which any Insured person is legally responsible or licensed.
13. **Sexual Molestation or Corporal Punishment** - Personal injury arising out of any actual alleged or threatened:
  - a) sexual molestation, misconduct or harassment
  - b) corporal punishment or
  - c) sexual, physical or mental abuse.
14. **Statutory Provision** - Personal injury or Property damage arising out of deliberate, wilful or intentional non-compliance of any statutory provision.
15. **Transmittable Diseases** - Personal injury resulting directly or indirectly from any illness, sickness or disease transmitted intentionally or unintentionally by an insured person to anyone. We do not cover any damages for any threat of exposure or any consequences resulting from that illness, sickness, or disease.
16. **Watercraft - Personal injury or Property damage** arising out of the ownership, maintenance, use, operation, loading or unloading of any watercraft:
  - a. that is twenty-six (26) feet or more in length or twenty five (25) or more horsepower and which is owned by You or a Family member or lent or rented to You or a Family member for longer than thirty (30) days.
  - b. Used for any business or commercial purpose: or
  - c. Used for participation in or practice for competitive racing (except for sailboats less than 26 feet in length).
17. **Wind Powered Land Vehicles** - Personal injury or Property damage arising out of the ownership, maintenance, use, loading or unloading of any wind powered land vehicle.
18. **Wrongful Termination** - Personal injury arising out of wrongful termination of employment.
19. Any claim arising out of credit cards, forgery and counterfeiting.

20. Any claim arising out whilst playing golf.

21. Any claim which You may become legally liable to pay to Your Domestic Staff under the Workmen's Compensation Act 1923, as amended from time to time.

## **SECTION 6: BAGGAGE COVER**

### **Coverage**

If you have opted for this section, We shall indemnify You against Theft, accidental loss, damage, or destruction of personal baggage accompanying and belonging to You and/or Your Family on a trip undertaken outside the municipal limits of the town or city and beyond 25 km radius of the Insured premises, in which You and/or Your Family ordinarily reside.

Further, we will also indemnify You for expenses incurred by You, whilst You and/or Your Family is on a personal trip, for emergency purchases of toiletries, medication and clothing to replace those contained in the personal baggage covered under this section. This indemnity is subject to a maximum percentage of Baggage sum insured, as mentioned in the policy schedule/Certificate of Insurance.

### **Specific Exclusions Applicable to Section 6 – Baggage Cover**

We shall not be liable to make any payment to You under this Cover in respect of:

- a) For Loss, damage, or destruction:
  - i. arising from cracking, scratching, or breakage of lenses or glass, whether forming part of any equipment or otherwise, or to any item of a fragile or brittle nature (whether such item is wholly or partly lost, damaged, or destroyed), unless such loss, damage, or destruction results from an accident involving the mode of transport of the said item.
  - ii. to any item being conveyed by any carrier under a contract of affreightment;
  - iii. to any loose item (including clothing) being worn or carried about during the trip;
  - iv. any electrical item caused by misuse, use other than in accordance with the manufacturer's recommendation, defect, excessive pressure, short-circuiting, arcing, or by the effects of electricity from any cause (including lightning);
  - v. of any money, securities, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold or silver ornaments, travel tickets, cheques, and bank drafts;
  - vi. to personal baggage that is not within the care, custody, or control of You and/or Your Family;
  - vii. loss of or damage to article which did not form part of the Contents of the baggage when the journey commenced unless specifically declared and accepted by Us;
  - viii. to personal baggage caused by rat, fungus, insects, or vermin.
  - ix. caused by or arising from the leakage, spilling, or explosion of liquids, oils, or similar materials, or articles of a dangerous or damaging nature.
- b) any tour or travel undertaken within the municipal limits of the town or city wherein You and/or Your Family member are permanently residing.
- c) For the loss of personal baggage from a motor vehicle, unless such loss occurred through violent and visible means from an enclosed saloon car with all windows fully closed, doors locked, and all installed security devices, if any, properly engaged.

### **Specific Conditions Applicable to Section 6 – Baggage Cover**

- a. The coverage will be available under this section only within the geographical limits as provided in the policy schedule / certificate of insurance.
- b. Where an insured item can reasonably be repaired or reinstated at a cost less than the replacement cost then, We will indemnify You up to the Sum Assured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
- c. In the case of a total loss, We shall indemnify You in respect of the restoration or replacement costs up to the Sum Assured.
- d. For more than the actual value of an individual item forming part of a pair or set. Our liability shall be limited to the proportionate value of the item as part of the pair or set, without regard to any special or enhanced value the item may have had by virtue of being part of such pair or set.

## **SECTION 7: MARINE TRANSIT COVER**

### **Coverage**

If You have opted this section, We will cover all risks of loss or damage to home contents covered under Section 1: Building & Contents Cover of this policy during transit from your current residence to any other residence or location by a public carrier (as defined under the Motor Vehicles Act), rail, or air, subject to the maximum Sum Insured as mentioned in the Policy Schedule / Certificate of Insurance. Any jewellery or valuable articles will not be covered under this section.

#### **Specific Exclusions Applicable to Section 7 – Marine Transit**

- a. Loss or damage to home contents transported without customary packing is not covered.
- b. Loss or damage caused by inherent vice or the natural characteristics of the home contents is excluded. This means certain items have built-in weaknesses or natural tendencies to decay, break, or spoil over time such as Fragile glassware can crack due to its fragile nature or Wooden furniture that may warp in humidity etc.
- c. Loss or damage due to ordinary leakage, normal loss in weight or volume, or ordinary wear and tear of the home contents is excluded.
- d. Coverage for home contents (excluding jewellery and valuable articles) at your other residence or location will cease after 10 days from delivery unless you notify us within this period and pay the additional premium.

#### **Specific Condition Applicable to Section 7: Marine Transit**

- a. The Coverage begins when your home contents (excluding jewellery and valuable articles) leave your residence for transit and continues during the normal course of transit, including any transshipment, until the earlier of:
  - i. 7 days after the arrival of the railway wagon, vehicle, or aircraft at the destination, or
  - ii. delivery of the home contents at the address specified in the Goods Receipt, Railway Receipt, or Airway Bill.
- b. Your home contents (excluding jewellery and valuable articles) will be covered at the new residence under Section 1: Building & Contents and Section 2: Burglary for a period of 10 days from the date of delivery, unless specifically agreed otherwise by us.
- c. For transit beyond the 100 kilometre or as mentioned in your policy schedule/Certificate of insurance from your current residence, you must provide details of the mode of conveyance along with the Goods Receipt, or Railway Receipt, or Airway Bill number, and submit supporting documents evidencing loss or damage such as a damage certificate or non-delivery certificate wherever applicable.

### **SECTION 8: FINSHIELD COVER**

#### **Definitions Specific to Section 8.**

The following words or terms shall have the meaning ascribed to them wherever they appear in this section of the Policy, and references to the singular or to the masculine shall include references to the plural and to the feminine wherever the context so permits:

1. **ATM** mean Automated Teller Machines of Banks, which have been approved by Reserve Bank of India.
2. **ATM Robbery** means Robbery of the money that was withdrawn by the Insured person from any ATM in India using his/her Card, that occurs within time as specified in the Policy Schedule/ Certificate of Insurance of the withdrawal of the money from the ATM and within distance as specified in the Policy Schedule/ Certificate of Insurance of that ATM.
3. **Card** means the credit card, cash card, debit card, gift card, pre-paid card, travel card and other similar cards issued to the Insured person by a Qualified Financial Institution.
4. **Card Loss/ Lost Card** means i.) inadvertent loss of possession of the Card by the Insured person or ii.) theft of the Card from the Insured person during the Policy Period.
5. **Cloning** means stealing card information by swiping the card through the device that copies the information held on the magnetic strip into memory which then copies them onto a bogus card.
6. **Counterfeit Card** means card which has been embossed or printed so as to pass off as a Card issued by the financial institution which is subsequently altered or modified or tampered without consent of the financial institution.
7. **Digital Wallet/ E wallet** is an Online Wallet meant for carrying out online transactions only. It is an app that allows users to connect their credit and debit cards, as well as bank accounts, to pay at checkout—both in-store and online—and send money to others.

8. **Near Field Communication (NFC):** Near-Field-Communication (NFC) is a short-range wireless technology that let NFC enabled devices communicate with each other. NFC-enabled devices must be either physically touching or within a few centimetres of each other for data transfer to occur.
9. **Phishing** is the attempt to obtain sensitive information such as usernames/user ID, passwords, and Card details (and sometimes, indirectly, money), often for malicious reasons, by masquerading as a trustworthy Entity in a written electronic communication.
10. **Post-reporting period** means the number of hours after the time of the financial loss / card loss was reported by the Insured person to the card issuer/ financial institution.
11. **Pre-reporting period** means the number of hours (not falling outside the Cover Period) before the time of the financial loss/Card loss was reported by the Insured person to the card issuer/ financial institution during which any loss incurred by the Insured person will be covered.
12. **Skimming** means an electronic method of capturing Insured Person's card details by unauthorized means.
13. **Tele-phishing** is the practice of using the telephone system to gain access to private personal and financial information for purposes of identity theft.
14. **Unauthorised /Fraudulent Transaction** means the transactions done through Point of Sale /ATM/Online payment gateway by someone else other than the Insured Person without his/her consent and/or impersonating the Insured Person.

### **Coverage**

If You have opted for this section, We will cover any loss or damage arising from the following:

- i. Section 8.A- Card Cover
- ii. Section 8.B-Other Electronic Transaction Cover
- iii. Section 8.C-Digital Wallet Cover
- iv. Section 8.D - Identity Theft
- v. Section 8.E - Purchase Protection
- vi. Section 8.F - Price Protection
- vii. Section 8.G - Wallet Protection (Lost Wallet Coverage)

Coverage under this section will be available as per Cover(s) opted by You under this section and will be as mentioned in the Policy Schedule / Certificate of Insurance.

### **SECTION 8.A: CARD COVER**

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify to the Insured Person an amount not exceeding the Sum Insured as specified in the policy schedule/ certificate of Insurance against the respective sections.

#### **Section 8.A.1: Lost Card Liability**

##### **I. What We Cover**

We will indemnify the Insured Person against the financial loss arising out of unauthorized / fraudulent transaction during the cover period from the Insured person's lost card or stolen Card.

##### **II. Condition applicable to Section 8.A.1.**

1. The cover under this section shall be applicable only for the number of hours prior to reporting the loss of Card (pre-reporting period) and the number of hours post reporting of loss of card (post-reporting period) as specifically mentioned in the Policy schedule / Certificate of Insurance.

##### **III. Exclusions applicable to section 8.A.1**

1. Unauthorized /fraudulent transaction made on Insured Person's card if his/her card has not been lost or stolen;
2. The amounts refunded upon cancellation of purchases of products or services.
3. Loss incurred due to erroneous debits arising on fraudulent or other transactions, on account of system or technology related fault, for which the financial institution is liable.
4. Loss or damage on account of counterfeit cards.
5. Any loss or damage arising out of Internet based transaction.

#### **Section 8.A.2: Online Transaction cover**

**I. What We Cover**

We will indemnify the Insured Person against the financial loss arising out of unauthorized/ fraudulent transactions through internet during the Cover Period, using the CVV (Card Verification Value Code) or the PIN (Personal Identification Number) of the Card issued to the Insured Person by the financial institution.

**II. Conditions applicable to section 8.A.2:**

1. The cover under this section shall be applicable only for the number of hours prior to reporting the loss (pre-reporting period) and the number of hours post reporting of loss (post- reporting period) as specifically mentioned in the Policy schedule / Certificate of Insurance.

**III. Exclusions applicable to section 8.A.2:**

1. Any transactions not confirmed by the host website or the authorized financial institution.
2. Any errors made by the host website or the authorized financial institution.
3. Loss incurred due to erroneous debits arising on fraudulent or other transactions, on account of system or technology related fault, for which the financial institution is liable.
4. Any transactions made using a PIN that has not been introduced by the financial institution as mandated by the concerned regulatory authority.
5. For any loss arising out of a PIN based fraud:
  - a. if the PIN was mentioned on the Card itself, shared with any person or
  - b. if the default PIN given by financial institution had not been changed wherever it has been suggested by the financial institution.

**Section 8.A.3: Card Liability due to unauthorized / fraudulent usage****I. What We Cover**

We will indemnify the Insured Person against the financial loss arising out of unauthorized/ fraudulent transaction using Insured Person's cards including but not limited to skimming, phishing, counterfeiting, cloning, payment made on mirror sites and other similar kind of fraud as mentioned in the Policy schedule/ Certificate of Insurance.

**II. Condition applicable to Section 8.A.3:**

1. The cover under this section shall be applicable only for certain number of hours prior to reporting the loss (pre-reporting period) and certain number of hours post reporting of loss (post- reporting period) as mentioned in the Policy schedule / Certificate of Insurance.

**III. Exclusions applicable to section 8.A.3**

1. Any loss or damage arising out of card transactions effected outside the notification period (as specified in the Policy Schedule/ Certificate of Insurance) prior to the first reporting of unauthorized use of the card to the financial institution.  
**Specific Exclusion applicable to section 8.A.3 which can be waived in case specifically agreed by us:**
2. Any financial loss arising out of Cards lost in transit/ wrong delivery before its eventual receipt by the original Card holder.
3. Any financial loss arising out of Tele-phishing

**Section 8.A.4: ATM assault and robbery****I. What We Cover**

We will reimburse the Insured Person against the following covers:

1. **ATM Robbery** - We will reimburse Insured Person for the money he/she withdrew from any ATM using his/her card against a robbery event that occurs within a time period from the withdrawal of the money and within a distance from ATM, as specified in the Policy Schedule / Certificate of Insurance.
2. **Bodily Injury** - We will reimburse Insured Person for reasonable emergency first aid charges for his/her bodily injury during a robbery that is covered under this section
3. **Transaction under Threat/ violence** - We will reimburse Insured Person for the money he/she withdrew from any ATM by forcibly using his/her card under a threat violence.

**II. Exclusions applicable to section 8.A.4:**

1. Damages or losses to anything other than the money withdrawn by the Insured Person from the ATM;

- Charges for emergency first aid to anyone other than Insured Person.

### Section 8.A.5 ATM Fraud Cover

#### I. What We Cover

We will reimburse Insured Person for the money he/she has lost due to ATM related Frauds including but not limited to manipulated ATM Machine, Card Cloning at the ATM etc.

#### II. Exclusions applicable to section 8.A.5:

- Damages or losses to anything other than the money Insured Person has lost due to Fraud happening at ATM

#### Specific Conditions Applicable to Section 8.A Card Cover

- Insured Person must comply with all terms and conditions given by the financial institution.
- The cover under this section shall be applicable only for certain number of hours prior to reporting the loss (pre-reporting period) and certain number of hours post reporting of loss (post-reporting period) as mentioned in the Policy schedule / Certificate of Insurance.
- Insured Person must report the loss/ damage to the financial institution immediately but not later than 12 hours after discovering the loss event, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule / Certificate of Insurance.
- Insured Person must report the loss/ damage to the Police Authority immediately but not later than 24 hours after discovering the loss event, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule / Certificate of Insurance. In case of ATM assault and robbery cover, the Insured Person must file the Police report within 24 hours of happening of the event robbery, unless specifically agreed otherwise by Us.

**Note:** *There are times when You may be in such a state of hardship, that You are unable to report the loss / damage to the financial institution and / or Police Authority within the prescribed time limit. In such cases, condonation of delay may be considered by waiving conditions 2 and 3, where the reason for delay is provided to our satisfaction.*

#### Specific Exclusions Applicable to Section 8.A Card Cover

- Any loss arising due to any unauthorised / fraudulent transaction done outside India, if geography location opted is India only. In case geography location opted is worldwide, this exclusion will not be applicable.
- If there was no transaction on the Card for consecutive 3 months or duration as specifically mentioned in the Policy Schedule / Certificate of Insurance, prior to the date of loss. Unless specifically agreed otherwise by us.
- Any loss or damage if the Insured Person uses a Card in a way which the financial institution does not allow.
- For any claim where "One-time Password" on registered mobile number for any transaction has been shared with any person by the Insured person.
- If in case of cancellation of purchases of products or services, if the amount refunded is not credited to the original source of booking then the Company will not make payment for any claim arising as a consequence of this to the Insured person.
- Loss incurred due to breach of security or failure of security mechanism of the financial institution.
- For losses resulting from any Card issued by financial institution without Insured person making a proper application. However, this exception will not apply in respect of replacement of a Card which has been previously issued by the Insured named in the Schedule.
- Damages and/ or liabilities to any third parties
- Losses sustained by the Insured Person resulting directly or indirectly from any fraudulent or dishonest acts committed by the Insured Person's employee/members of household, acting alone or in collusion with others.
- Loss of Interest, Consequential loss, loss of market, late fees, interest, and charges levied by the financial institution.

11. Loss incurred due to gross negligence on part of the Insured Person, including but not limited to insufficient measures taken by the Insured Person to keep the PIN, Password etc safe including without limitation recording of the PIN, Password in an intelligible form by the Insured Person.

**Specific Exclusion applicable to Section 8.A Card Cover which can be waived in case specifically agreed by us:**

12. Any loss arising out of unauthorized / fraudulent transaction due to card forgotten in ATM
13. Any loss arising out of NFC transactions that are charged to the Insured Person's card
14. Any loss arising out of online transactions done without the mandatory 2 factor authentication
15. Any loss arising out of transaction due to Sim Cloning / Sim Hacking
16. In case Geographical Location opted as worldwide- Any loss arising due to any unauthorised / fraudulent transaction done outside India when the Insured Person is in India / has returned back to India

**SECTION 8.B: OTHER ELECTRONIC TRANSACTION COVER**

**I. What We Cover**

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify the Insured Person upto the Sum Insured as specified in the Policy Schedule/ Certificate of Insurance, in respect of financial loss resulting from unauthorized / fraudulent transaction in his / her internet banking account / mobile banking account/ UPI Account or any other legitimate electronic modes.

**II. Conditions applicable to section 8.B:**

1. Insured Person must comply with all terms and conditions given by the financial organisation.
2. The cover under this section shall be applicable only for the number of hours prior to reporting the loss (pre-reporting period) and the number of hours post reporting of loss (post-reporting period) as specifically mentioned in the Policy schedule / Certificate of Insurance.
3. Insured Person must report the loss/ damage to the financial institution immediately but not later than 12 hours after discovering the loss event, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule / Certificate of Insurance.
4. Insured Person must report the loss/ damage to the **Police station (FIR) / Cyber Cell / CERT-In** immediately but not later than 24 hours after discovering the loss event, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule / Certificate of Insurance.

**Note:** *There are times when You may be in such a state of hardship, that You are unable to report the loss / damage to the financial institution and / or Police Authority within the prescribed time limit. In such cases, condonation of delay may be considered by waiving conditions 2 and 3, where the reason for delay is provided to our satisfaction.*

**III. Exclusions Applicable to section 8.B**

1. Any loss due to transactions related to Card/ Digital wallet
2. Any transactions not confirmed by the host website or the authorized financial institution.
3. Any errors made by the host website or the authorized financial institution.
4. Loss incurred due to erroneous debits arising on fraudulent or other transactions, on account of system or technology related fault, for which the financial institution is liable.
5. Loss incurred due to failure of security mechanism of the financial institution.
6. Any transactions made using a PIN / password that has not been introduced by the financial institution as mandated by the concerned regulatory authority.
7. Any transaction wherein OTP/ PIN/ Password etc. is shared with other person by the Insured Person.
8. Losses sustained by the Insured Person resulting directly or indirectly from any fraudulent or dishonest acts committed by the Insured Person's employee/members of household, acting alone or in collusion with others.
9. Loss of Interest, Consequential loss, loss of market, late fees, interest, and charges levied by the financial institution
10. Loss incurred due to gross negligence on part of the Insured Person, including but not limited to insufficient measures taken by the Insured Person to keep the PIN, Password etc safe and recording of the PIN, Password in an intelligible form by the Insured Person.

11. In case Geographical Location opted as India only- Any loss arising due to any unauthorised / fraudulent transaction done outside India.

**Specific Exclusion applicable to Section 8.B which can be waived in case specifically agreed by us:**

12. Any loss arising out of transaction due to Sim Cloning / Sim Hacking

13. Any loss arising out of NFC transactions that are charged to the Insured Person's account

14. In case Geographical Location opted as worldwide- Any loss arising due to any unauthorised / fraudulent transaction done outside India when the Insured Person is in India / has returned back to India

**SECTION 8.C: DIGITAL WALLET COVER**

**I. What We Cover under Section 8.C**

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify to the Insured Person up to the Sum Insured as specified in the Policy Schedule/ Certificate of Insurance, in respect of financial loss to Insured Person's digital wallet/ e-wallet due to following:

i. **Loss of wallet balance due to fraudulent transaction as a result of theft, burglary or loss of mobile phone/device-** This section will indemnify the Insured Person for any loss of his/her wallet balance up to the amount as specified in the Policy Schedule/ Certificate of Insurance due to unauthorised/ fraudulent transaction as a result of theft, burglary or loss of Insured Person's mobile phone/ device.

ii. **Loss of Wallet Balance by unauthorized / fraudulent transaction-** This section will indemnify the Insured Person up to the amount as specified in the Policy Schedule/ Certificate of Insurance for any loss of his/her wallet balance due to unauthorized/ fraudulent transaction.

**II. Conditions applicable to section 8.C**

1. Insured Person must comply with all terms and conditions given by the digital wallet company.

2. Insured Person must report the loss of wallet balance due to unauthorized/ fraudulent transaction to the digital wallet company immediately but not later than 12 hours of discovering the loss event, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule / Certificate of Insurance.

3. Insured Person must report the loss of wallet balance due to unauthorized/ fraudulent transaction or the loss of mobile phone/ device to Police Authority immediately but not later than 24 hours of discovering the loss event, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule / Certificate of Insurance.

**Note:** *There are times when You may be in such a state of hardship, that You are unable to report the loss / damage to the financial institution and / or Police Authority within the prescribed time limit. In such cases, condonation of delay may be considered by waiving conditions 2 and 3, where the reason for delay is provided to our satisfaction.*

**III. Exclusions Applicable to section 8.C**

1. Any loss occurring in case the user details/device were shared/misplaced/acquired due to user's negligence.

2. Any fraud due to misuse of credit card/debit card/bank account information through the digit wallet platform.

3. Any loss arising out of negligence on the part of the Insured Person (e.g. typing a wrong number to send money).

4. Any loss arising due to Insured Person not upgrading/adopting the latest security features released by digital wallet company.

5. Any loss arising due to failure of security mechanism of the digital wallet.

6. In case Geographical Location opted as India only- Any loss arising due to any unauthorised / fraudulent transaction done outside India.

**Specific Exclusion applicable to Section 8.C which can be waived in case specifically agreed by us:**

7. Any loss arising out of transaction due to Sim Cloning / Sim Hacking

8. Any loss arising out of NFC transactions that are charged to the Insured Person's digital wallet

9. In case Geographical Location opted as worldwide- Any loss arising due to any unauthorised / fraudulent transaction done outside India when the Insured Person is in India / has returned back to India.

**SECTION 8.D: IDENTITY THEFT****I. What We Cover under Section 8.D**

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify the Insured Person up to the Sum Insured as specified in the Policy Schedule/ Certificate of Insurance, in respect of Insured Person's expenses resulting from his/her efforts to resolve Insured Person's identity theft occurring during the cover period.

For this section Identity theft shall mean obtaining the personal information of another person without his/her consent, for the sole purpose of assuming that person's name or identity to make fraudulent and unauthorized transactions or purchases.

Following expenses shall be payable provided they are incurred during the cover period and reported within 12 months of the occurrence, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule / Certificate of Insurance:

1. **Legal Expenses:** We will reimburse Insured Person for attorney and court fees incurred by him/her for:
  - a. defending any suit brought against Insured Person by a creditor or collection agency or someone acting on their behalf as a result of the identity theft.
  - b. removing any civil or criminal judgment against Insured Person, wrongfully charged as a result of the identity theft.
2. **Lost Wages:** We will reimburse Insured Person for time taken from work solely as a result of his/her efforts to correct his/her financial records that have been altered due to identity theft. Payment of lost wages (excluding any applicable taxes/ deductions) includes compensation for whole or partial unpaid workdays for a period not exceeding 7 working days, unless specifically agreed otherwise by Us and mentioned on the Policy Schedule/ Certificate of Insurance.  
Taking time from self-employment or workdays that will be paid by Insured Person's employer will not be considered for Lost wages payment.
3. **Miscellaneous Expenses:** We will reimburse the following:
  - a. the cost of refile application for credit accounts or banking accounts that are rejected solely because the lender received incorrect information as a result of identity theft.
  - b. the cost of notarizing documents related to Insured Person's identity theft reasonably incurred as a result of Insured Person's efforts to report an identity theft or to correct his/her financial and credit records that have been altered as a result of his/her identity theft.
  - c. the cost of contesting the accuracy or completeness of any information contained in Insured Person's credit report as result of his/her identity theft.
  - d. the cost of a maximum of 4 (four) credit reports from (CIBIL/CRICIL reports) an entity approved by us. The credit reports shall be requested when Insured Person makes a claim.

**II. Conditions applicable to section 8.D:**

1. The fraudulent account must have been opened with the Insured Person's credentials without his/her authorization.
2. Any false charge or withdrawal from the unauthorized opened account must be verified by Insured Person's financial institution.
3. The Company will be permitted to inspect Insured Person's financial records.
4. Insured Person will cooperate with us and help us to enforce any legal rights he/she or we may have in relation to his/her identity theft; this may include his/her attendance at depositions, hearings and trials and giving evidence as necessary to resolve his/her identity theft.
5. Insured Person must report the identity theft to the financial institution immediately but not later than 12 hours of discovering the identity theft, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule / Certificate of Insurance.
6. Insured Person must report the identity theft to the card Policy Authority immediately but not later than 24 hours of discovering the identity theft, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule / Certificate of Insurance.

**Note:** *There are times when You may be in such a state of hardship, that You are unable to report the loss / damage to the financial institution and / or Police Authority within the prescribed time limit. In*

*such cases, condonation of delay may be considered by waiving conditions 5 and 6, where the reason for delay is provided to our satisfaction.*

### **III. Exclusion applicable to section 8.D:**

We will not pay for any expenses or loss for:

1. Any physical injury, sickness, disease, disability, shock, mental anguish, and mental injury including required care, loss of job or death.
2. Cost incurred in credit reports before the discovery of Insured Person's identity theft.
3. Any amount paid by the Insured Person as extortion money due to his/ her identity theft
4. Any outstanding amount payable to the creditor/ financial institution due to Insured Person's identity theft

#### **Specific Exclusion applicable to Section 8.D which can be waived in case specifically agreed by us:**

5. Any loss of information/ data due to Sim Cloning / Sim Hacking

## **SECTION 8.E- PURCHASE PROTECTION**

### **I. What We Cover under Section 8.E**

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify the Insured Person upto the Sum Insured as specified in the Policy Schedule/ Certificate of Insurance in respect of loss / damage to the items that Insured Person purchases entirely with his/her card/ bank account/ digital wallet/ any other mode of payment as specified in the Policy Schedule/ Certificate of Insurance, provided that the loss/ damage to the purchased item is due to the below listed covered perils and within number of days as specified in the Policy Schedule/ Certificate of Insurance from the date of purchase or date of confirmed delivery of the item (whichever is later).

#### **Covered Perils**

1. Fire Perils
2. Earthquake
3. Burglary

### **II. Condition Applicable to Section 8.E**

1. The cover under this Section shall be available only up to the number of days as mentioned in the Policy Schedule/ Certificate of Insurance from the date of purchase or date of confirmed delivery of the item (whichever is later) of the tangible goods by the Insured.
2. Items given to you as gifts are included.
3. We will decide whether to have the item repaired or replaced, or to reimburse Insured Person (cash or credit) up to the amount charged to his/her card, and not to exceed the original purchase price.
4. Claim shall be considered subject to due depreciation of value for usage.
5. Items must be purchased entirely with Insured Person's card/ bank account / digital wallet/ any other mode of payment as specified in the Policy Schedule / Certificate of Insurance.
6. If the item is part of a pair or set, Insured Person will only receive compensation for the value of the stolen or damaged item unless the articles are unusable individually and/or cannot be replaced individually; the theft or damage of an item that is part of a pair or set will be viewed as one occurrence and the coverage limitation still applies.
7. Product rebates, discounts will be deducted from the original cost of the item.
8. Cost of the item/ amount paid as points redemptions or as loyalty points will be deducted from the original cost of the items.
9. In case of loss/ damage of the item due to burglary or housebreaking or robbery, the Insured Person must report the loss /damage to Police Authority immediately but not later than 24 hours of the loss event, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule / Certificate of Insurance.

**Note:** *There are times when You may be in such a state of hardship, that You are unable to report the loss / damage to the financial institution and / or Police Authority within the prescribed time limit. In such cases, condonation of delay may be considered by waiving condition 9 where the reason for delay is provided to our satisfaction.*

### **III. Exclusion Applicable to Section 8.E**

1. Items Insured Person has rented or leased.
2. Shipping and handling expenses or installation, assembly related costs.

3. losses that are caused by vermin, insects, termites, mold, wet or dry rot, bacteria, or rust.
4. losses due to mechanical failure, electrical failure, software failure, or data failure including, but not limited to any electrical power interruption, surge, brownout or blackout, or telecommunications or satellite systems failure.
5. items that Insured Person damaged through alteration (including cutting, sawing, and shaping);
6. items left unattended in a place to which the general public has access.
7. Loss or damage where the Insured Person or any resident or member of the Insured Person's residential premises or his employee/s or any other person lawfully in the Insured's residential premises is involved or has colluded, in any manner, in the actual theft or damage to any of the articles or residential premises.
8. Loss of item removed or extracted from the safe within the residential premises following the use of the key to the said safe or any duplicate thereof belonging to the Insured Person, unless such key has been obtained by assault or violence or any threat.

**Specific Exclusion applicable to Section 8.E which can be waived in case specifically agreed by us:**

9. Items that were lost or stolen from a vehicle.
10. Loss or damage to the item due to theft
11. Loss or damage to the item due to accidental damage.
12. Items Insured Person carried with him/her or acquired by him/her during a personal trip
13. Items such as Traveller's cheque(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps, plants, animals, consumables, perishables, art, antiques, firearms, collectable items, furs, jewellery, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones)
14. Portable electronic items.

**SECTION 8.F- PRICE PROTECTION**

**I. What We Cover under Section 8.F**

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify the Insured Person upto the Sum Insured as specified in the Policy Schedule/ Certificate of Insurance, for the difference between the price Insured Person paid with his/ her card/ bank account / digital wallet/ any other mode of payment as specified in the Policy Schedule / Certificate of Insurance for an item and a lower printed advertised price for the same item (same brand, make, model name).

**II. Condition Applicable to Section 8.F:**

1. The lower price of the purchased item must be on a printed advertisement.
2. The printed advertisement must be published within the time period of purchase as specified in the Policy Schedule/ Certificate of Insurance.
3. The Insured Person must contact us about the claim within the time period of purchase as specified in the Policy Schedule/ Certificate of Insurance, of printed advertisement.
4. Claim payment on any claim will not include merchant's credit, discount and/or manufacturer's rebates, and shipping and handling fees.
5. In no event will we pay more than the actual amount charged for the item.

**III. Specific Exclusion applicable to Section 8.F which can be waived in case specifically agreed by us:**

1. Any item with an original purchase price less than Rs. 2500 or any other amount specifically mentioned in the Policy Schedule / Certificate of Insurance.
2. Traveller's cheque(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps, plants, animals, consumables, perishables, art, antiques, firearms, collectable items, furs, jewellery, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones), fuel, pharmaceutical and other medical products, optical products and medical equipment;
3. Customized/personalized, unique and one-of-a-kind items;
4. Any items acquired illegally;
5. Any motor vehicles including automobiles, boats and airplanes, and any equipment and/or parts necessary for their operation and/or maintenance;

6. Land, permanent structures and fixtures (including but not limited to buildings, homes, dwellings, and building and home improvements);
7. Any services you may purchase (including but not limited to the performance or rendering of labor or maintenance, repair or installation of products, goods or property, or professional advice of any kind);
8. Products purchased by a person not resident in India and/or any product purchased from outside India;
9. Shipping and/or transportation costs or price differences due to shipping, handling costs and sales tax;
10. The price difference from an advertisement outside of India or in a Duty Free zone;
11. Used, antique, recycled, previously owned, rebuilt, refurbished or remanufactured items
12. Items advertised in or as result of "limited quantity," "going out-of-business sales," "cash only" or "close out" advertisements, items shown on price lists or price quotes, cost savings as a result of package offer, manufacturer's coupons, employees discount, or free items, or where the advertised price includes bonus or free offers, special financing, installation or rebate, or one-of-a-kind or other limited offers;
13. Any price difference found with an item sold as a special deal available only to the members of specific organizations or anywhere not open to the public, such as clubs and associations, other than those available with your payment card;
14. Items purchased for resale, professional, or commercial use;
15. Items advertised with rebate, redeemable manufacturer's coupon, or any refund of any sort, in which case your purchase price will be determined by taking into account any such rebate or refund.
16. Internet purchases or advertisements;

### **SECTION 8.G – WALLET PROTECTION (Lost Wallet Coverage)**

#### **I. What We Cover under Section 8.G**

The Company hereby agrees to indemnify to the Insured Person when Insured Person's wallet is lost or stolen, a sum not exceeding the Sum Insured as specified in the policy schedule/ certificate of Insurance against this section.

We will cover Insured Person for the following when his/her wallet is lost or stolen:

1. Replacement costs for the lost or stolen wallet;
2. Prescribed fee payable to the concerned authorities incurred to obtain a duplicate or new personal papers and /or cards.

For this section personal papers and cards shall mean Insured Person's driving licence, PAN Card, Aadhaar Card, Credit Card, Debit Card and other similar documents usually carried in a wallet.

#### **II. Condition Applicable to Section 8.G:**

1. File a Police report immediately but not later than 24 hours of discovering the loss / theft.

#### **III. Exclusion Applicable to Section 8.G:**

We will not cover:

1. money, cheque(s), transportation tickets, tickets of any kind, negotiable instruments, stamp or other similar items that were in the lost or stolen wallet;
2. losses that are caused by any events other than lost or stolen, such as fire, water, normal wear and tear, manufacturing defects, vermin, insects, cleaning or repairs, or similar events;
3. accidental damage to Insured Person's wallet and items inside;
4. any fraudulent/unauthorized charges on the lost or stolen cards;
5. any identity theft related costs that are caused by lost or stolen personal papers or cards.

#### **Specific Exclusion Applicable to Section 8 – Finshield Cover (Applicable To All Covers Under Section 8)**

We will not cover the following:

1. Losses sustained by the Insured Person resulting directly or indirectly from the actions of the Insured Person's employee/members of household, relative, acting alone or in collusion with others.
2. Losses due to the order of any government, public authority, or customers' officials.
3. Any legal liability, of whatsoever nature.
4. Any loss or damage which is recoverable from any other source
5. Any consequential losses of any kind (financial or otherwise), and/or any actual or alleged legal liability of the Insured.

6. The coverage under this section will be available only for the instances / items which are not covered under any of the other coverage available under this Policy covering loss or damage due to same peril.
7. **Terrorism Damage Exclusion Warranty** - Details of warranty is mentioned in the "Clauses" section of this policy wordings.

### **SECTION 9: PET INSURANCE**

#### **Coverage**

If You have opted for this Section, we will pay for the following:

- i. Consultation fees of Veterinary Doctor for treatment of accidental bodily injury sustained by the Pet, provided such injury does not arise from any illness or disease.
- ii. Lumpsum payment in case of accidental Death of Your pet if it dies as a result of an accident
- iii. Lumpsum payment in case of Theft of the pet from Your Home.

The Sum Insured as available under the above covers will be mentioned in the Policy Schedule / Certificate of Insurance.

#### **Specific Exclusions Applicable to Section 9 – Pet Insurance**

1. Coverage under this section will not be available if your Pet is adopted by you or gifted to you or not registered with appropriate authorities.
2. Death of Your pet due to its participation in any events, racing, business purpose, competitions, contests, organised fighting will not be covered.
3. Euthanasia/Mercy killing of the pet will not be covered
4. Charges in respect of euthanasia, postmortem, disposal or cremation of the pet.
5. Partial or total disabilities of any nature or any disease of the pet.
6. Consultation fees of Veterinary Doctor for treatment of Pet on account of any illness/infectious diseases.

#### **Specific Condition Applicable to Section 9 – Pet Insurance**

1. Maximum number of vet consultations covered under this section will be as mentioned in the Policy Schedule / Certificate of Insurance.
2. Details of the covered Pet(s) under this section will be as mentioned in the Policy Schedule / Certificate of Insurance.
3. Maximum age, upto which the pet will be covered will be as mentioned in the Policy Schedule / Certificate of Insurance.
4. We will pay for medical treatment expenses only if the treatment of injured pet is carried out by a qualified Veterinary Doctor at Veterinary Clinic or at Veterinary Hospital.
5. In the event of accidental death of Your Pet, a Veterinary Doctor's Certificate will be required to be submitted, confirming the cause of death, unless specifically agreed otherwise by Us.
6. In the event of accidental death or theft of Your pet, Police First Information Report (F.I.R)/ Police Complaint has to be filed, unless specifically agreed otherwise by Us.
7. Once a claim has been accepted under death / theft of pet, coverage under this section will immediately and automatically be cancelled for the respective Pet.
8. For theft claims, claim will be admissible only if Your Insured Pet is not found or does not return within 30 days despite your best attempts to trace your pet.
9. In case theft claim of your pet is paid under this section, and if your pet is found or has later returned, you will have to repay the full amount that was paid to you for the same.
10. Pet must have a traceable microchip (RFID) implanted for identification. Where microchipping is not available or permitted, the Pet may be identified through an approved alternative method such as permanent ear tattoo/mark, veterinary registration number, official pet passport/ID, DNA identification record, or a tamper-proof collar tag with a unique identification code.

Each Pet must have a traceable microchip (RFID) implanted for identification purposes, or any other reliable method of permanent identification as approved by Us.

### **SECTION 10: MONEY IN TRANSIT**

#### **(Applicable only to Cooperative Housing Society (CHS))**

#### **Coverage**

If You have opted for this Section, We hereby agree to indemnify You up to the Limit of Indemnity specified in the Policy Schedule/Certificate of Insurance for the loss of Money in Transit whilst carried by You or Your authorized Employee(s), caused by Robbery, Theft or any other fortuitous cause.

#### **Specific Exclusions Applicable to Section 10 – Money In Transit**

This Section does not cover the following unless specially mentioned in the Policy Schedule/Certificate of Insurance and expressly insured by the section: -

1. Consequential losses of any kind be they by way of loss of profit, business interruption, market loss or otherwise and any other legal liability of any kind.
2. Loss of any Money due to error or omission, unexplained losses, mysterious disappearances.
3. Loss of Money carried by anyone other than the Insured or an Authorised Employee of the Insured.
4. Loss of Money where the Insured or his Authorised Employee is or is alleged to be involved as a principal or accessory, except loss due to fraud or dishonesty of the cash carrying employee of the Insured, occurring whilst in transit and discovered within 48 hours.
5. Money entrusted to any person (other than a full-time permanent employee of the Insured in employment of the Insured under an express contract of employment), agency or organisation engaged in the transportation of Money for third parties; Money carried under contract of affreightment, unless this is specifically agreed and mentioned in Your Policy Schedule/Certificate of Insurance.
6. Loss of Money from an unattended vehicle.
7. Loss or damage due to earthquake, flood, volcanic eruption, storm, typhoon, hurricane, tornado, cyclone or other convulsion of nature or atmospheric disturbances.
8. Any personal or bodily or mental injury or suffering of any description.
9. **Terrorism Damage Exclusion Warranty**  
Details of warranty is as mentioned in the "Clauses" section of this policy wordings.

#### **Specific Conditions Applicable To Section 10 – Money In Transit**

##### **1. Alteration of Risk**

The cover provided under this section of the policy shall be immediately suspended if:

- i. there is any material change in the facts and matters stated in the Proposal, and/or
- ii. the ownership of the Insured Property passes from the Insured to any other person or entity, and/or

The Insured shall maintain a contemporaneous daily written record of the Money contained in the Safe and/or Strong Room and/or In Transit and such record shall be deposited in a secure place, other than the said Safe and/or Strong Room and be produced to the Company as documentary evidence in support of a claim under this Section. The keys of the safe or strong room shall not be left on the premises out of business hours unless the premises are occupied by the Insured or any Authorised Employee of the Insured, in which case such keys if left on the premises shall be deposited in a secure place not in the vicinity of the Safe or Strong Room.

##### **2. Adjustment of Premium**

The premium in so far as it relates to Money in transit is to be regulated by the amount of such Money in Transit during each Period of Insurance and for this purpose a proper record shall be kept in the books of the Insured, which the insured shall at all reasonable times allow the Company to inspect.

Within one month from the expiry of each Period of Insurance, the Insured shall furnish the Company with an account of the amount of all such Money In Transit during the period. If the accounted amount shall differ from the estimated amount on which the premium has been paid, the difference in premium shall be met by a further proportionate payment to the Company or by a refund to the Insured as the case may be, but in no case shall the refund be more than fifty percent (50%) of the premium of this section and retention of premium shall not be less than the minimum of Rs. 250/-

##### **3. Rights of Recovery**

The Company shall be entitled in the name of the Insured to have the absolute conduct and control of all or any proceedings that it considers necessary for the purpose of tracing and recovering money lost or of securing reimbursement in respect of money lost and the Insured shall at the Company's expense furnish all such assistance as may reasonably be required by the Company in connection with such proceedings and in the event of any or all the money being recovered, it shall be imperative upon the insured to refund to the Company such a proportion of the sum allowed by way of compensation as the amount recovered bears to the total amount of money lost.

##### **4. Reinstatement of Limit of Indemnity after settlement of claim**

Immediately upon the happening of any insured event, the Total Limit of Indemnity and the Limit of Indemnity mentioned against the Section(s) of the Operative Clause under which Insured Property has been lost or damaged shall be reduced by the amount of the loss or damage claimed and such reduced Limit of Indemnity shall then represent the maximum liability of the Company in respect of any further Claims made during the current Policy Period, unless the Company consents, upon the Insured's payment of any additional premium to reinstate the Limit of Indemnity to the level available under this section at the inception of this Policy.

### **SECTION 11: FIDELITY GUARANTEE**

#### **(Applicable only to Cooperative Housing Society (CHS))**

##### **Definitions Specific to Section 11**

1. **Direct Financial Loss** shall mean the loss of moneys at prime cost belonging to You proved to have been criminally misappropriated and disposed of by the Employed excluding any consequential loss of any kind.
2. **Dishonesty** refers to breach of faith on the part of the employee resulting in pecuniary loss to the employer which results from such breach of faith on the part of the employee.
3. **Retroactive Date** means the date shown as Retroactive Date in the Policy Schedule/Certificate of Insurance. This section will only cover accidents that have occurred after the Retroactive Date, if any.

##### **Coverage**

If You have opted for this Section, We will indemnify You against the covered events discovered during the Policy Period stated in the Policy Schedule/Certificate of Insurance or during any further Period for which the Company may accept payment for the renewal or extension of this section under the Policy.

We will indemnify You against a direct financial loss sustained by reason of any act of fraud or dishonesty committed by the Employee with the primary intention to obtain personal financial gain:

- a) On or after the date of commencement of this Policy or the retroactive date mentioned in the Policy Schedule/Certificate of Insurance; and
- b) During uninterrupted service of the Employee with You and discovered during the continuance of this Policy or within twelve calendar months of the expiration thereof; and
- c) In the case of death, dismissal or retirement of the Employee within twelve calendar months of such death, dismissal or retirement whichever of these events shall first happen.

Provided always that:

- i. Our liability shall not exceed
  - a. in respect of any employee the Sum Insured stated in the Policy Schedule/Certificate of Insurance against his name or as declared herein.
  - b. In respect of all claims under this Section, the Total Sum Insured stated in the Policy Schedule/Certificate of Insurance.
- ii. If coverage under this section shall be continued in force for more than one Period of Indemnity or if any liability shall exist on Our part under this Policy and also under any other Policy in respect of fraud or dishonesty of the Employee, Our liability hereunder shall not be accumulated or increased thereby but Our aggregate liability during any number of periods of Indemnity and for any number of acts of fraud or dishonesty committed by the Employee shall not exceed the Sum Insured hereunder or the Sum Insured under any other such Policy as aforesaid whichever is greater.
- iii. We shall not be liable to pay more than one claim in respect of the action of any one Employee.

##### **Specific Exclusions Applicable to Section 11 – Fidelity Guarantee**

This Section does not cover the following unless specifically mentioned in the Policy Schedule/Certificate of Insurance and expressly insured by this Section: -

1. Any loss Discovered more than 12 months after the termination either of this policy or of the service of employee concerned.
2. Where there has been any change in the agreed system of check of accounting precautions without the Insurer's prior consent.
3. Any loss caused by an employee after discovery of his previous fraud or dishonesty.
4. Any losses such as stock taking shortages, trading losses, not caused by fraud or dishonesty.

5. Any consequential losses of any kind like loss of profit, any loss not reflected in the Insured's books of account, loss of opportunity, business interruption, market loss, loss of gain or potential income or gain which should have accrued to the Insured (including but not limited to interest and dividends).
6. Losses arising by usage of ATM, charge and credit cards and internet initiated or operated fraud or the wire transfer of monies to or from any natural person or entity.
7. Any fact or matter or circumstance of which You were or ought reasonably to have been aware at the commencement of the Policy Period.
8. Loss of money due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation to money by You.
9. In the event of Fraud or dishonesty by an Employee that occurs after You have suspected or had reasonable cause to suspect him of Fraud or Dishonesty or after You became aware of an act of Fraud or Dishonesty by that Employee or any material fact bearing on the honesty of that Employee.
10. We are not liable for and no indemnity will be provided in respect of any loss arising in circumstances where:
  - i. there is any material change in the facts and matters stated in the proposal, and/or
  - ii. the duties or terms of service of Employees differ from those described in the proposal, and/or
  - iii. the precautions and checks for ensuring the accuracy of Your accounts and stocks are not as described in the Your proposal.
11. Arising out of misappropriation of foreign currency by Your Employee.
12. By trading in securities or derivatives in Your name or otherwise and whether in a genuine or fictitious account.

### **Specific Conditions Applicable to Section 11– Fidelity Guarantee**

#### **1. Records to be Maintained**

If any part of the premium or renewal is based on estimates furnished by You, then You shall keep an accurate record containing all relevant particulars and shall allow Us to inspect such record. You shall within one month after the expiry of each Period of Insurance, furnish such information as We may require. The premium or renewal premium shall thereupon be adjusted, and the difference paid by or allowed to You.

#### **2. Basis of Loss Payment**

- a. If a loss is sustained by You as a result of the fraudulent or dishonest conduct of a named employee/ a category of employee, the liability shall be restricted to the Sum Insured under this Section against the said employee/the said category of the employee or the value of the actual cash value of money, bullion, travellers cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques or similar instrument, stocks held on trust on the day upon which the loss is discovered, whichever is lower.
- b. If the number of people covered for insurance under this Section against the category of employees is less than the actual number of employees in the said category, Our liability stands reduced in the same proportion as the number of employees You bear to actual number of employees in the said Category.
- c. Any monies which, but for the dishonest or fraudulent conduct of the employee concerned, would have been payable to such employee by You and any monies of such employee under Your custody or control shall be reduced from the amount payable by Us in diminution or extinction of any loss.
- d. All claims and losses resulting from one and the same fraudulent or dishonest act or a series of fraudulent or dishonest acts arising out of or attributable to the same originating cause, source or event shall be deemed to be one claim subject to a single employee Sum Insured under this Section.

#### **3. Prosecution:**

Upon becoming aware of any loss or damage in respect of which a claim is or may be made, You shall take all practicable steps to discover the person by whom the property was stolen, or the premises damaged and to prosecute and obtain the conviction of such person for the offence and to trace and recover any property stolen.

You shall when required by Us but at Our expense, use all diligence in prosecuting any of the Employees to conviction for any act which such Employee shall have committed and in consequence of which a claim is made under the Policy and shall at Our expense give all information and assistance to enable Us to sue for and obtain reimbursement from any such Employee by reason of whose acts or defaults a claim has been made or by the estate of such Employee of money which We shall have become liable to pay in respect thereof.

### **GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS OF THE POLICY)**

The Company shall not be liable under this Policy in respect of:

1. Any amount of the Deductible/Excess specified in the Policy Schedule/Certificate of Insurance as mentioned

against respective sections.

2. Loss or damage caused by or arising out of the wilful act or wilful neglect, negligence of the insured or his/her responsible representatives, intentional or non-compliance or statutory provisions
3. Any loss or damage in which You or any person acting on Your behalf is involved or implicated.
4. Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
5. Loss or damage resulting out of misuse or abuse, unlawful act or illegal activities including criminal acts or intentional or fraudulent act.
6. Arising out of fines, penalties, punitive or exemplary damages.
7. Loss or Damage to any item of a perishable and/or consumable nature;
8. Any loss or damage which exists prior to commencement of the Policy period / Retroactive date (as applicable) and that do not occur within the policy period as specified in the Policy Schedule/ Certificate of Insurance / Retroactive date (as applicable).
9. Cost of normal upkeep and normal maintenance.
10. Loss or damage arising from seepage, pollution or contamination.
11. Any loss or damage due to gradual deterioration or normal wear and tear of the Insured Asset / Property.
12. Loss or damage arising from delay, detention, confiscation, nationalization, requisition, occupation or wilful destruction by or under the order of the government or any public or local authority or Customs.
13. Loss or damage directly or indirectly arising from war (whether war be declared or not), war-like operations, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrections, mutiny, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organization, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and/or detainment by the order of any government or any other authority.
14. Loss or damage directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel nor any consequential loss and for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission directly or indirectly caused by or contribution to / by or arising from nuclear weapons material, biological or chemical event.

#### **GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS OF THIS POLICY)**

##### **1. Disclosure Of Information**

The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis description or non-disclosure of any material fact by the policyholder.

“Material facts” for the purpose of this policy shall mean all relevant information sought by the Company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk.

##### **2. Condition Precedent To Admission Of Liability**

The terms and conditions of the policy must be fulfilled by the insured person for the company to make any payment for claim(s) arising under the policy.

##### **3. Change in Circumstances**

This cover is granted based on the information provided in your proposal, which forms the basis of this contract and is deemed incorporated into it. You must immediately notify us of any changes to the information in your proposal or any material change in your circumstances, including but not limited to:

- a) Change of address;
- b) Structural alterations to your residence;
- c) Knowledge or expectation that your residence will be unoccupied;
- d) Any act of insolvency by you or your family.

##### **4. Entire Contract**

The Policy and the Policy Schedule/Certificate of Insurance 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 the Policy Schedule/Certificate of Insurance shall bear such specific meaning wherever it may appear. The terms, conditions and exclusions of this Policy (and any phrase or word contained therein) shall be interpreted in accordance with Indian Law.

##### **5. Safeguards:**

The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers recommendations.

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

**7. Misrepresentation/Duty of Disclosure**

This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, mis-description or nondisclosure of any material fact.

If at the time of issuance of Policy or during continuation of the Policy, the information provided to Us in the proposal form either physically or electronically or otherwise, by You or the Insured Person or anyone acting on behalf of You or an Insured Person is found to be incorrect, incomplete, suppressed or not disclosed, wilfully or otherwise, the Policy shall be:

- a) cancelled ab initio i.e. from the inception date or the renewal date (as the case may be),
- b) or the Policy may be modified by Us, at Our sole discretion, upon 30 days' notice by sending an endorsement to Your address shown in the Schedule/Certificate of Insurance;
- c) the claim under such Policy if any, shall be rejected/repudiated forthwith.

**8. Forfeiture/Fraud**

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 the Insured or anyone acting on his 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 the Insured, all benefits and premium under this Policy shall be forfeited.

**9. Alteration of Risk**

Coverage provided under this Policy shall cease if any alteration be made whereby the risk of loss or damage is increased until such alteration be agreed to by us in writing.

**10. Notice / Notifications and Declarations**

- We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule/Certificate of Insurance, and to Your email address that You have registered with Us.
- 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/Certificate of Insurance. 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.

**11. Nomination**

You / Insured Person(s) are required at the inception of the policy to make a nomination for the purpose of payment of claims under the policy in the event of Your death or death of the Insured Person (s). Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the Policy is made. In the event of death of the policyholder, the Company will pay the nominee, as named in the Policy Schedule/Policy Certificate/Endorsement (if any), and in case there is no subsisting nominee, to the legal heirs or legal representatives of the policyholder whose discharge shall be treated as full and final discharge of its liability under the Policy.

**12. Allow inspection and investigation of claim**

You must allow and give full cooperation for the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to enter Your Premises, inspect it, 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 documents that We will require.

**13. Observance of Terms and Conditions**

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

**14. Reasonable Care:**

The **Insured** shall take all the necessary steps to ensure that the Property Insured is protected against any kinds of damage or loss and shall properly maintain the Property Insured.

**15. Mid Term change in Limits of Indemnity**

In the event of an increase in the Limits of Indemnity being agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of the Policy.

**16. Mid Term Reduction in Limits of Indemnity**

In the event of a decrease in the Limits of Indemnity being agreed to, the Company shall apply short period scale of rates on the reduced Limits of Indemnity.

**17. Cancellation****Cancellation by Insured**

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

- i) **For Annual Policy:** refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.
- ii) **For Long Term Policies:** refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

**Cancellation By The Company**

Policy may be cancelled by the Company on the grounds of established fraud, by giving minimum notice of 7 (seven) days to the insured.

There will not be any premium refund in case of cancellation due established fraud.

**Cancellation if Long Term Discount is provided under Section 1**

If insured not want to opt for “Automatic Increase of Sum Insured”, then Long-Term Discount under Section 1 premium will be applicable.

**Cancellation in Terms of long-term discount:**

Below cancellation condition will be applicable to the premium collected under section 1:

- a. If the section 1 is cancelled within 2 years of inception, the premium to be retained shall be worked out as per normal rates applicable - that is without allowing any long-term discount.
- b. If the section 1 is cancelled after 2 years of inception, the discount slab shall be reworked for the number of years the policy was actually in force. For this purpose, fraction of a year shall be rounded to the next higher year. For example, if the section 1 has run for 3 years and 3 months, premium shall be retained for 4 years.

**18. Submit claim**

## a. Claim form:

- i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
- ii. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.

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

**19. 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.

**20. Claims Settlement:**

a. The **Company** shall settle or reject a **claim**, as the case may be, as per prevailing guidelines.

- b. In case the claim is not settled within the specified timelines, then the claimant is entitled for interest as per the rate specified in prevailing regulatory provisions.
- c. "Bank rate" shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which **claim** has fallen due. However, this condition will not be applicable for Section 9 – Public Liability Insurance.

**Note:** There are times when **You** or any other person who could **claim** on **Your** behalf, may be in such a state of hardship, that **You** or Such other person is unable to give us a notice or file a **claim** within the prescribed time limit. In such cases, condonation of delay can be considered by waiver of above conditions may be considered where the reason for delay is justified and proved to our satisfaction.

**d. Following is the list of documents that would be considered for claim processing, as applicable to the respective sections**

**Common Document applicable to all sections**

- Duly filled claim form
- Statement of Insured
- Policy Schedule/ Certificate of Insurance
- Identity and Address Proof of Insured
- Your / nominee bank account details along with cancelled cheque
- All bills, receipts, Invoice / Purchase bills of items
- Ownership Document (as applicable)
- Proof of loss - Video/pictures of damaged property/ parts
- Investigation report, if applicable
- AML and KYC documents as necessary

**Section 1: Buildings and Contents Cover**

- Ownership Documents (wherever necessary, for example Sale Deed, Registration Copy)
- Newspaper cutting where loss or damage has occurred due to flood/storm/cyclone/earthquake/landslide/Riot/Strike and the same has been reported.
- Metrological Report, if any.
- Fire Brigade Report, in case of fire.
- Plans, specification books, vouchers, invoices, duplicates or copies.
- General Architectures and Contractor's scope and pricing estimate of repair/reinstatement cost.
- Quotes of salvage, if applicable
- Warranty certificate
- Survey Report, property repair order, property delivery order
- Police FIR/Charge Sheet, if applicable
- Particulars of any other insurance of Your Home Building or any of Your Home Contents
- Other documents as may be necessary

**Section 2: Burglary Cover**

- Financial Records showing inventories, purchases and sales in terms of money or quantity records such as stock books or production level
- Survey Report
- Bill Copy
- Police FIR/ Non-traceable report
- Fire Brigade Report, if applicable
- For death or injury claims under the Add-On Cover "Injury during burglary / housebreaking", written consent needs to be taken from the Insured with respect to the details of persons died/injured before settling the claim.
- Other documents as may be necessary on case-to-case basis

**Section 3: All Risk Cover**

- Ownership Documents, wherever necessary
- Photo/Video of the damage Item

- Newspaper cutting where loss or damage has occurred due to flood/storm/cyclone/earthquake/landslide/Riot/Strike and the same has been reported.
- Metrological Report, if any Investigation report, if applicable
- Fire Brigade Report, if any
- Police FIR/ Non-traceable report
- Warranty certificate
- Survey Report, property repair order, property delivery order
- Copies of demands, notices, summons in connection with the Third-Party Claims.
- Award, as necessary
- Other documents as may be necessary on case-to-case basis

#### **Section 4: Asset Care**

- Investigation report, if applicable
- Survey Report, asset repair order, asset delivery order
- Repair / Replacement Bill Copy
- Other documents as may be necessary on case-to-case basis

#### **Handling of Theft of Accidental Loss Claims**

- Claim Intimation & Registration done within 48 hours
- Police FIR will be required within 3 days from Theft of Accidental Loss
- Online/Offline filling of Claim form
- In case Asset is not traceable, customer to authorize the Company to block usage of Asset remotely wherever applicable e.g. Mobile
- Investigator will be deputed to verify the facts stated in the claim
- Non-traceable report issued by Police will be required
- Post confirmation of loss, indemnity bond and letter of subrogation will be required

#### **Applicable to Endorsements under All risk Cover and Asset Care**

##### **1. Newly Acquired Items**

- Purchase invoice of the newly acquired item.
- Proof that you informed the insurer within 60 days.
- Endorsement or receipt for additional premium paid.

##### **2. Care, Custody and Control**

- Written confirmation that the item was in your custody for up to 7 days.
- Owner's claim or demand letter showing your legal liability.

##### **3. Death of an Artist**

- Death certificate of the artist.
- Valuation certificate (done within the last 36 months).

##### **4. Market Appreciation**

- Valuation certificate (done within the last 24 months).
- Proof of current market value (auction result or dealer quote).

#### **Section 5: Personal Liability Cover**

- Proof of Occurrence (incident report, photographs, or video evidence)
- Proof of Expenses (bills, invoices, receipts)
- Legal Notice / Summons / Court Documents

#### **Applicable to Endorsements under Personal Liability Cover**

- **Credit Card / Forgery / Counterfeit Cover**
  - FIR / Police Report for theft or loss
  - Bank statement showing disputed transactions
  - Letter from bank confirming compliance with usage terms
  - Copy of forged cheque or negotiable instrument
  - Proof of counterfeit currency acceptance

- **Golf Exposures**
  - Third Party Damage: Written claim from third party + proof of damage
  - Personal Accident: Medical certificate, treatment records, death certificate (if applicable)
  - Hole-in-One: Official certification from golf club + bills for expenses
- **Domestic Helpers**
  - Employment proof of domestic helper
  - FIR / Incident report
  - Medical bills and treatment records
  - Proof of repatriation expenses
  - Age proof of domestic helper

#### **Section 6: Baggage Cover**

- Travel tickets/boarding pass
- Baggage Loss/Damage Report from airline/transport authority (e.g., Property Irregularity Report)
- Police Report/FIR (in case of theft/loss outside airline custody)
- Proof of ownership of items (bills/invoices, if available)
- Repair/replacement bills (for damaged items)
- Receipts of contingency purchases (if claiming for emergency purchases due to baggage loss)
- Any correspondence with airline/carrier regarding baggage loss
- Other documents as may be necessary on case-to-case basis

#### **Section 7: Marine Transit Cover**

- Goods Receipt / Railway Receipt / Airway Bill
- Packing List / Inventory of Items
- Carrier/Transporter Details (legal entity name, registration, contact):
- Damage Certificate (if goods are damaged)
- Non-Delivery Certificate (if goods are not delivered)
- Transporter's acknowledgment / delivery remarks
- Letter of Subrogation
- FIR / Police Report (if theft or burglary during transit)
- Correspondence with carrier (letters, emails, etc.)
- Mode of conveyance details (vehicle number, flight details, etc.)
- Delivery challan (if applicable)
- Repair estimate / replacement quote (if applicable)
- Other documents as may be necessary on case-to-case basis

#### **Section 8: Finshield Cover**

Claim documentation: The following set of documents would be submitted by Insured/ Insured Person/ someone claiming on behalf of the Insured Person to the Insurance company:

- a. Duly filed Claim Form.
- b. Photo Id proof and address proof of the Insured Person
- c. Police Acknowledgement Letter / FIR (to be done immediately but not later than 24 hours from the time of realisation of loss (wherever applicable)

<b>Section</b>	<b>Claim Documents</b>
Section 8.A: Card Cover	<ol style="list-style-type: none"> <li>1) For Card Related claims – Proof of Disabling of Card facility at core banking Proof (to be done within 24 hours from the date of realisation of loss)</li> <li>2) Card Statement/ Account Statement for last 6 months indicating Fraudulent Transactions/Unauthorised Use and loss liability.</li> <li>3) Card Copy / Declaration from the Bank/ financial institution</li> <li>4) Internal Investigation report of the card issuer/ financial institution</li> <li>5) Proof of settlement / chargeback/ other recoveries</li> <li>6) Customer complaint letter regarding fraudulent / unauthorized transaction to the bank/ financial authority/ card issuer.</li> </ol>

	7) In case of ATM Robbery, FIR must indicate the exact time of ATM Robbery and distance from the ATM from which the money was withdrawn. 8) Any other document required for the settlement of claim on case to case basis
Section 8.B: Other Electronic Transaction Cover	1) Account Statement for last 6 months indicating Fraudulent Transactions/Unauthorised Use or loss 2) Customer complaint letter regarding fraudulent / unauthorized transaction to the bank/ financial authority. 3) Internal Investigation report of the bank/ financial institution 4) Proof of settlement / chargeback/ other recoveries 5) Any other document required for the settlement of claim on case to case basis
Section 8.C: Digital Wallet Cover	1) Digital Wallet Account Statement for last 3 months indicating Fraudulent Transactions/Unauthorised Use and loss liability. 2) Internal Investigation report of the digital wallet company/ financial institution 3) Proof of settlement / chargeback/ other recoveries 4) Customer complaint letter regarding fraudulent / unauthorized transaction to the bank/ financial authority. 5) Any other document required for the settlement of claim on case to case basis
Section 8.D: Identity Theft	1) Document confirming identity theft of the Insured Person 2) Document / Invoices confirming attorney and court fees 3) Document confirming lost wages 4) Invoices of miscellaneous expenses 5) Any other document required for settlement of claim on case to case basis
Section 8.E: Purchase Protection	1) Statement of Card / bank account/ wallet confirming that the item was purchased from the Insured Person's Card 2) Invoice of the item purchased 3) Any other document required for settlement of claim on case to case basis
Section 8.F: Price Protection	1) Statement of Card / bank account/ wallet confirming that the item was purchased from the Insured Person's Card 2) An original receipt of the purchased item 3) The printed advertisement proving the difference in price between your item and the same lower priced item 4) Any other document required for settlement of claim on case to case basis
Section 8.G: Wallet Protection (Lost Wallet Coverage)	1) Original invoice/ proof of purchase of the lost wallet 2) Receipt of cost incurred as replacement costs for the new wallet 3) Receipts for fee payable to the concerned authorities incurred to applying for / obtain new personal papers and/ or cards. 4) Any other document required for settlement of claim

**Section 9: Pet Insurance**

- Receipt of amount paid to treating veterinary doctor as consultation fees
- Prescription of the veterinary doctor
- In case of death of pet, Veterinary Doctor's Certificate will be required to be submitted, confirming the cause of death
- Police FIR/ Non-traceable report
- Other documents as may be necessary on case-to-case basis

**Section 10: Money In Transit**

- Books of accounts
- Survey Report
- Police FIR/ Non-traceable report
- Statement of Insured
- Other documents as may be necessary on case-to-case basis

**Section 11: Fidelity Guarantee**

- Record of cash or equivalents lost
- Books of accounts
- Police FIR/ Non-traceable report

- Statement of Insured
- Other documents as may be necessary on case-to case basis

#### **Handling of Theft, Burglary Pilferage and Non-Delivery Claims**

- Claim intimation is done within 7 days Online/offline filling of Claim form
- Police FIR will be required within 15 days from theft/Burglary
- Police Reports or Local Authorities Report will be required for Pilferage and Non-Delivery claims
- Investigator will be deputed to verify the facts stated in the claim
- Non-traceable report issued by Police will be required
- Post confirmation of loss, indemnity bond, NOC from financier if applicable and letter of subrogation will be required

#### **21. Renewal**

The Company is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud by the Insured.

The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India ("IRDAI") on the date of renewal for this product.

#### **22. Multiple Insured Clause**

If you have opted for this cover and on payment of additional premium, if in any Section the Insured comprises of more than one party each operating as a separate and distinct entity, this Policy of Insurance shall, unless otherwise provided for in this Policy of Insurance, apply as if a separate policy had been issued to each of these parties provided always that The Insurer's overall liability towards the parties that constitute The Insured in any Section shall not exceed the Sum Insured and any limits of indemnity specified in The Schedule to that Section.

Any payment made by the Insurer to any Insured Party as a result of an occurrence of loss or damage shall reduce, by the amount of that payment, The Insurer's liability towards all Insured Parties that constitute The Insured arising from that occurrence under this Policy of Insurance.

#### **23. Contribution/Other Insurances**

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

#### **24. Multiple policies involving Bank or other lending or financing entity**

In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the insurer will not apply contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum assured under all policies and comparing it with the value at risk.

#### **25. Subrogation/Recourse**

The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or 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.

#### **26. Transfer of Interest**

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

**27. Geographical Limits** Default coverage is within India. Worldwide coverage applies only if mentioned in the Policy Schedule/ Certificate of Insurance. For some sections, coverage will be only specific to particular location. In such cases wherein the coverage is limited only to a particular location, same will be mentioned in the Policy Schedule / Certificate of Insurance.

**28. Territorial Limits:** All claims shall be settled in India in Indian rupees. The laws of India shall govern the provisions of this Policy for the time being in force.

#### **29. Law and Jurisdiction**

It is hereby declared and agreed that this contract of insurance and all claims thereunder shall be governed by Indian Law and any legal proceeding in respect thereof shall be raised in a competent court of India, unless specifically agreed otherwise and mentioned in the Policy Schedule / Certificate of Insurance. All claims shall be paid in Indian Rupees only.

#### How do I get the premium amount for this Insurance Cover?

Based on filled proposal form and information furnished, we will provide you with the premium amount.

#### What do I do in case of a claim?

In case of a claim, we request you to register a claim by contacting our Customer Service No.: 1800-258-5956. You can, alternatively, also register a claim by email on: [hello@godigit.com](mailto:hello@godigit.com)

Please keep below details handy at the time of registering claims as this information will help us serve you faster:

Policy Number, Location of Accident, Date and Time of Accident & Contact Number of the Insured/Caller.

#### CUSTOMER GRIEVANCE REDRESSAL POLICY

In case of any grievance the insured person may contact the company through

Website: <https://www.godigit.com/>

Toll Free: 1-800-258- 4242

Email: [hello@godigit.com](mailto:hello@godigit.com)

Senior citizens can now contact us on 1-800-258-4242 or write to us at [seniors@godigit.com](mailto:seniors@godigit.com)

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at [grievance@godigit.com](mailto:grievance@godigit.com)

For updated details of grievance officer, kindly refer the link: → [Click Here](#)

If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017, as amended from time to time.

The policyholder or the claimant also has the option to register the complaint on-line at IRDAI's Bima Bharosa by visiting <https://bimabharosa.irdai.gov.in/>

The contact details of the Insurance Ombudsman Centres are mentioned below: (Note: Address and contact number of Governing Body of Insurance Council).

Sl. No	Office of Insurance Ombudsman	Address	Email	Landline NOs.
1	AHMEDABAD	Jeevan Prakash 6th floor Near S.V. College Relief Road Tilak Marg Ahmedabad- 380 001. Gujarat	E-mail: oio.ahmedabad@cioins.co.in	079-25501201, 079-25501202
2	BENGALURU	Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor. No. 19/19 24th Main Rd. 1st Phase J.P. Nagar Bengaluru- 560 078.	Email: oio.bengaluru@cioins.co.in	080-26652048, 080-2665 2049
3	BHOPAL	UC of India Zonal Office Bldg. 1st Floor, South Wing, Jeevan Shikha, Opp. Gayatri Mandir 60-B Hoshangabad Road Bhopal-462 011	Email: oio.bhopal@cioins.co.in	0755-2769201, 0755-2769202, 0755-2769203, 0755-2769200
4	BHUBANESWAR	62 Forest Park, Bhubaneswar PIN -751 009.	Email: oio.bhubaneswar@cioins.co.in	0674-2596455, 0674-2596429, 0674-2596003, 0674-2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor LIC of India Bldg, SCO 20-27 Sector 17-A. Chandigarh -160017	E-mail: oio.chandigarh@cioins.co.in	0172-2706468, 0172-2773101, 0172-2990938, 0172-2706196, 0172-2707468, 0172-2772101, 0172-2990942
6	CHENNAI	Fatima Akhtar Court, 4th floor 453 (old 312), Anna Salai Tevnampet. Chennai 600018	E-mail: oio.chennai@cioins.co.in	044-24333668, 044-24333678
7	DELHI	2/2 A 1st Floor. Universal Ins. Buildina. Asaf Ali Road New Delhi- 110002.	Email : oio.delhi@cioins.co.in	011-46013992

8	GUWAHATI	Jeevan Nivesh Bldg. 5th Floor Near Pan Bazar S.S. Road Guwahati-781001	E-mail: oio.auwahati@cioins.co.in	0361-2631307, 0361-2632204 0361-2732937, 0361-2632205
9	HYDERABAD	6-2-46 1st Floor Moin Court Lane Opp. Hyundai Showroom A. C. Guards. Lakdi-ka-pool, Hyderabad 500004	E-mail: oio.hvderabad@cioins.co.in	040-23376991, 040-23312122 040-23376599, 040-23328709
10	JAIPUR	Jeevan Nidhi II, Ground Floor Bhawani Singh Road Ambedkar Circle Jaipur -302005	E-mail: oio.jaipur@cioins.co.in	0141-2740363
11	KOCHI	10th Floor LIC Bldg, Jeevan Prakash OPP Maharai College Ground M.G. Road, Ernakulam Kochi- 682011	E-mail: oio.ernakulam@cioins.co.in	0484-2358759, 0484-2358734, 0484-2358336
12	KOLKATA	7th Floor of Hindustan Building (Annex). 4 CR Avenue Kolkata-700072	E-mail: oio.kolkata@cioins.co.in	033-22124339, 033-22124341
13	LUCKNOW	Jeevan Bhavan Phase II, 6th Floor Nawal Kishore Road, Hazratgani, Lucknow- 226001,	E-mail: oio.lucknow@cioins.co.in	0522-4002082
14	MUMBAI	3rd Floor, Jeevan Seva Annexe, S.V.Road Santacruz West Mumbai-400 054.	E-mail: oio.mumbai@cioins.co.in	022-69038800, 022-69038827 /8829, 022-69038831/8832
15	NOIDA	Bhagwan Sahai Palace 4th fir, Main Road Nava Bans Sector 15 Noida-201301	E-mail: oio.noida@cioins.co.in	0120- 2514252, 0120-2514253, 0120-4027589
16	PATNA	2nd Floor Lalit Bhawan Bailey Road. Patna- 800001	E-mail: oio.patna@cioins.co.in	061-22547067, 061-22547068
17	PUNE	3rd Floor Jeevan Darshan -LIC of India Bldg N.C. Kelkar Road Narayan Peth Pune- 411030.	Email: oio.pune@cioins.co.in	020-24471175
18	THANE	2nd Floor Jeevan Chintamani Building, Vasandra Naik Mahamarg, Thane (West), Thane - 400604	Email: oio.thane@cioins.co.in	022-20812868, 022-20812869

Note: COUNCIL FOR INSURANCE OMBUDSMAN ,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.Tel.: 022 – 69038801/03/04/05/06/07/08/09 Email: [inscoun@cioins.co.in](mailto:inscoun@cioins.co.in)

For updated details of Ombudsman details, request to please check Council of Insurance Ombudsmen website available on <https://www.cioins.co.in/Ombudsman>

**CLAUSES****1. Agreed Bank Clause**

If You have mortgaged, hypothecated or created any security over Your Home or any of its Contents in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy Schedule/ Certificate of Insurance under the title 'Agreed Bank Clause'. If You choose to add the name of such Bank at any time during the Policy Period, this will be shown as an Endorsement.

Under this Clause You agree as follows:

- i. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
- ii. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insured.
- iii. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
- iv. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However, such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.
- v. If You make any change in the use of Your Home or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this clause, unless the condition has been broken by the Bank or its employees.
- vi. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank, and shall pay additional premium from the time of such change.
- vii. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

N.B: The Bank shall mean the first named Financial Institution/Bank named in the policy

**2. Sabotage And Terrorism Damage Cover Endorsement (Material Damage Only)****Insuring Clause**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Original Policy Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion' of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of sabotage and/or terrorism to the location/s mentioned in the schedule subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, 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 organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from time to time) 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.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of sabotage and/or terrorism by the duly empowered government or Military Authority.

Provided that if the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, paramilitary forces, police or any other authority constituted by the government for maintaining law and order.

#### **LOSSES EXCLUDED**

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
  - (i) voluntary abandonment or vacation,
  - (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest or riots;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of sabotage and/or terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;
19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;

22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

#### **LIMIT OF INDEMNITY**

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 per compound/location whichever is lower.

In respect of sabotage and/or terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 4,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 20,000,000,000/- whichever is lower.

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers, shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

#### **EXCESS\***

Shops & Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

Non-Industrial Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

Industrial Risks: 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

\*Whichever is applicable

#### **ADD ON COVERS**

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

In respect of sabotage and/or terrorism cover for long term dwellings, limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 4,000,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 4,000,000,000/-

#### **MID TERM COVER**

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to the date of granting such cover.

#### **SANCTION, LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### **CANCELLATION CLAUSE**

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Sabotage and/or Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

**3. Terrorism Damage Exclusion Warranty (applicable only if Terrorism Cover is not opted under the respective section):**

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

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

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

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

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

**ENDORSEMENTS UNDER THIS POLICY**

The product has following endorsements available which will be available under the respective sections only if they are specifically opted by You and mentioned in the Policy Schedule / Certificate of Insurance:

**Section 1: Building and Content**

Below mentioned are the endorsements and clauses available under Section 1 – Building and Content. The endorsements /clauses applicable to Your Policy are mentioned in Your Policy Schedule/Certificate of Insurance.

S.no.	Name of Endorsement
1	Additional Living Expenses
2	Tenant Liability Insurance
3	Accidental Damage
4	Minor Acquisitions
5	Incidental Costs
6	Fire Extinguishing/Fighting Expenses and Sprinkler up grading costs
7	Involuntary Betterment

**1. Additional Living Expenses**

If You opted for this cover and in consideration of payment of additional premium and notwithstanding anything to the contrary or in any of its conditions and warranties, it is hereby agreed and declared that, following the operation of an insured peril resulting in an admissible loss, the insurance under this section shall reimburse for additional living expenses incurred by the Insured if his/her home building is deemed uninhabitable as a result of a covered peril.

For this cover, additional living expenses should include following:

- i. Boarding and Lodging cost
- ii. Storage/procurement costs for household items
- iii. Movers and Packers cost to alternate accommodation

The Limit of Indemnity under this cover shall not exceed the amount stated in the Policy Schedule / Certificate of Insurance for the period of Insurance.

**2. Tenant Liability Insurance**

If You opted for this cover and in consideration of payment of additional premium, it is hereby understood and agreed, subject otherwise to the terms, conditions, warranties and exclusions of the section and endorsed hereon, the indemnity provided by this insurance extends to include all sums for which the Insured having insurable interest derived out of the terms of the lease agreement shall become legally liable to pay following upon damage to Home Building occupied by the Insured or surrounding third party property, consequent upon the Insured's occupation of any premises or Home building as a tenant.

Provided that: -

- i. There shall be no liability on behalf of The Company following any Home Building or portion of Home Building or premises being sub-let by the Insured insofar as such Home Building is concerned.
- ii. The Insured shall not breach any contractual agreement or obligation between any landlord or any other tenant of the premises or Home Building as such breach may have any bearing on the interests of The Company.
- iii. Claim under this cover will not exceed the Sum Insured as mentioned on Policy Schedule/Certificate of Insurance.

In the event of any Landlord to the Insured having effected insurance on behalf of the Insured as tenant; or the Insured as tenant being entitled to indemnity or compensation from any other source then the provision of such compensation shall be combined with such insurance and shall be considered to be the 'initial

indemnity' and any amount having been paid for by such combined 'initial indemnity' shall be deducted from the indemnity provided for by this Policy. If such an amount of 'initial indemnity' shall exceed the limit of indemnity as provided by this Policy, then there shall be no payment of indemnity in terms of this clause. The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

### 3. Accidental Damage Cover

If You opted for this cover and in consideration of payment of additional premium, coverage under Section 1 is extended to cover direct physical loss or damage to the Home Building and Home Contents described in the Policy Schedule / Certificate of Insurance whilst situated in the insured premises due to accident from any fortuitous cause including accidental discharge, leakage, or overflow of water or steam from plumbing, septic tanks and cylinders, stand pipes for fire hose, industrial and domestic appliances, refrigerating system, air-conditioning system and rain (or snow) admitted through defective roof, headers spouting or by open or defective windows, show windows, picture windows, doors, transoms, ventilators or skylights; subject to the terms, conditions, warranties and exclusions herein.

The Limit of Indemnity under this policy shall not exceed the amount stated in the Policy Schedule / Certificate of Insurance for the period of Insurance. The below will be applicable to this coverage in addition to the policy standard exclusions:

- i. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives unless otherwise expressly stated in the Policy Schedule / Certificate of Insurance.
- ii. Loss, destruction or damage to the insured Home Building caused by change of temperature.
- iii. 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 perils covered.
- iv. Damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls, object made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant etc.) felts, endless conveyor belts or wires, sieves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating or metal parts, unless caused by fire, lightning, riot, strike, malicious damage, storm, tempest, flood and inundation.
- v. Loss or damage due to breakdown, electrical, electronic and/or mechanical derangement.
- vi. Loss or damage due to termites, moths, insects, vermin, inherent vice, fumes, latent defect, fluctuations in atmospheric or climatic conditions, the action of light.
- vii. Loss or damage due to collapse, settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured Home Building.
- viii. Any loss or damage due to self-intentional destruction, and/or arising out of provocation by the Insured or its authorized representative.

### 4. Minor Acquisitions

If You opted for this cover and in consideration of payment of additional premium, it is hereby agreed and declared that notwithstanding anything to the contrary or in any of its conditions and warranties;

The Insurer shall indemnify the insured in respect of loss of or damage to:

- a. any Home Contents acquired or operated by or held in the care, custody or control of the insured after the inception of this Policy of Insurance and not included in The Schedule;
- b. any additions or extensions to Home Contents Insured which have been carried out after the inception of this Policy be collectively referred to as "minor acquisitions".
- c. Any increase in the New Replacement Value as a result of such minor acquisitions shall not exceed the percentage of the total Sum Insured specified in the Policy Schedule/ Certificate of Insurance.

This Additional Insurance Cover is also subject to the Insuring Party advising The Insurer within three months of the particulars of any such minor acquisitions and in case of the minor acquisitions exceeding the limit specified in the Policy Schedule/ Certificate of Insurance the payment of any additional Premium to the Insurer may require.

The liability of the Insurer shall not exceed the Limit of Liability stated in the Policy Schedule / Certificate of Insurance.

Specific exclusions applicable to this cover:

- i. Addition or acquisitions of bullion or unset precious stones, any curios or works of art, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, jewelleryes, motor vehicles will not be covered under this cover.

## 5. Incidental Costs

If You opted for this cover and in consideration of payment of additional premium, It is hereby agreed and declared that if a loss, destruction or damage is payable under Section 1, then We will also pay the incidental Cost associated with the insured property upto the fixed percentage of admissible claim amount under the policy, as specified in the Policy Schedule/Certificate of Insurance.

For the purpose of this cover while calculating the amount payable under this Cover, We will consider the admissible claim amount under the base policy after all applicable deductions and/or before applying policy excess, if any.

## 6. Fire Extinguishing/Fighting Expenses and Sprinkler up grading costs

### a. Fire Extinguishing / Fighting Expense

If you have opted for this cover and in consideration of payment of additional premium, in the event of a fire or a series of fire arising directly or indirectly from the same occurrence including fire threatening to involve the property insured under this section of the policy, the insured shall be entitled to recover upto a Limit Any One Accident specified in Your Policy Schedule/Certificate of Insurance.

- i. the actual cost of material used and/or damaged in extinguishing or controlling or attempting to extinguish or control any such fire;
- ii. the cost of all clothing and/ or personal effects damaged and / or lost as a result of such fire and / or fight, extinguish or controlling or attempting to fight extinguish or control such fire unless more specifically insured elsewhere;
- iii. all other actual expense including any expenses paid for firefighting, extinguishing or controlling or attempting to fight extinguish or control such fire and / or localizing such fire. All claims for personal injury are excluded.
- iv. The expenses incurred to recharge/refill any fire protection devices.

Subject otherwise to all other terms, conditions, limitations and exclusions of the section to which this Cover is attached.

### b. Sprinkler Up-grading Costs

If you have opted this cover and in consideration of payment of additional premium, in the event of damage to a sprinkler installation which conforms to the latest rules on compliance of safety rules on Sprinkler Installations, if the Surveyor appointed by the Insurer recommends that the repaired or reinstated installation shall conform to the Loss Prevention Rules for Sprinkler Installations current at the time of reinstatement then this Policy shall cover such additional costs. Such costs shall include inter alia the provision of any additional pipework, pumps, tanks and the cost of associated building works.

The Indemnity Limit is up to the amount specified in the Policy Schedule/Certificate of Insurance per event and in aggregate.

Subject otherwise to all other terms, conditions, limitations and exclusions of the section to which this Cover is attached.

## 7. Involuntary Betterment

If You opted for this cover and in consideration of payment of additional premium, in the event that new Property Insured of like kind and quality is not obtainable/financially viable Property Insured which is as similar as possible to that which has sustained Damage and which is capable of performing the same function shall be deemed to be new Property Insured of like kind and quality and in no event shall this be considered as a betterment to the Insured.

In the event of replacement with new Property Insured the Insurer will pay the cost of purchasing and installing technologically current Property Insured which is necessitated by incompatibility between new Property Insured installed to replace Property Insured which has sustained Damage and existing Property Insured which has not incurred Damage at the same or an interdependent location.

Provided always that:

- i. Damage was directly caused to the Property Insured
  - ii. The Insurer shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the Damage
  - iii. The Insurer shall be liable for only the difference between
    - a. the highest sales value of the existing Property Insured which has not incurred Damage at the same or interdependent location and
    - b. The installed cost of the technologically current Property Insured
- The liability of the Insurer shall not exceed the Limit of Liability stated in your Policy Schedule/Certificate of Insurance.

Subject otherwise to all other terms, conditions, limitations and exclusions of the section to which this Cover is attached.

### **Section 2: Burglary Cover**

Below mentioned are the endorsements and clauses available under Section 2 – Burglary Cover. The endorsements /clauses applicable to Your Policy are mentioned in Your Policy Schedule/Certificate of Insurance.

S.no.	Name of Endorsements
1	Injury during burglary / housebreaking
2	Money in Safe
3	Clearing up expenses
4	Temporary property protection
5	Theft extension
6	Riot, strike, malicious damage cover
7	Floater clause
8	Escalation clause
9	Purchase protection extension
10	Waiver of underinsurance
11	Key and Lock Protect

#### **1. Injury During Burglary / Housebreaking**

If You have opted for this Cover, coverage under Section 2 will be extended to pay the amount mentioned in Your Policy Schedule/Certificate of Insurance/Certificate of Insurance against this Cover in respect of any one person and in the aggregate, for any one event, for injury(ies) suffered by the Insured or Insured's Family Member or Insured's Employee(s) residing/present lawfully in Insured's Premises due to an incident of Burglary or Housebreaking or Robbery or Hold up and such injury is the sole cause of:

- Death;
- Total and Permanent Loss of sight in one or both Eyes;
- Total and Permanent Physical Separation/Loss of Use of one or both entire hands or feet; occurring within twelve (12) months of the Insured or Insured's Family Member or Insured's Employee(s) sustaining the injury.

#### **What's not Covered:**

We will not be liable to pay any amount in respect of:

- a. Death, attributable to, or consequent upon, or accelerated by; or
  - b. Disablement, aggravated by, attributable to, or consequent upon;
- Any Pre-existing Physical defect, illness or disease or injury.

**2. Money in Safe**

If You have opted for this Cover, coverage under Section 2 will be extended to cover loss of money stolen from a securely locked safe or strong room contained within the Insured Premises as a result of Burglary or Housebreaking or Robbery or Hold up, up to an amount mentioned in Your Policy Schedule/Certificate of Insurance/Certificate of Insurance against this Cover in respect of any one event and in the aggregate.

For the purposes of this Cover, Money means current coin, bank notes, currency notes, cheques, credit card sales vouchers, negotiable securities, postal orders, money orders, and unused postage stamps that are not part of a collection.

Further, Money stolen from a Securely Locked Safe or Strong room means Money in a securely locked safe or securely locked strong room on the Premises, provided that the key and details of the combination are removed from the premises whilst closed for business.

**3. Clearing Up Expenses**

If You have opted for this Cover, coverage under Section 2 will be extended to cover clearing up the damage caused to the Premises described in the Policy Schedule/Certificate of Insurance/Certificate of Insurance due to Burglary or Housebreaking or Robbery or any attempt thereat or Hold Up, anytime during the Policy Period, including the removal of any debris from the such Premises to the nearest waste disposal site up to an amount mentioned in Your Policy Schedule/Certificate of Insurance/Certificate of Insurance against this Cover in respect of any one event and in aggregate of all occurrences during the Policy Period.

**4. Temporary Property Protection**

If You have opted for this Cover, coverage under Section 2 will be extended to pay the cost of temporary protection for the safety and protection of the property insured while the repair of the damaged premises is ongoing, following an admissible claim, up to amount mentioned in Your Policy Schedule/Certificate of Insurance/Certificate of Insurance against this Cover in respect of any one event and in aggregate of all occurrences during the Policy Period.

**5. Theft Extension**

If You have opted for this Cover, coverage under Section 2 will be extended to cover loss or damage to Property Insured due to theft subject to the Limit of indemnity mentioned in Your Policy Schedule/Certificate of Insurance/Certificate of Insurance against this Cover in respect of any one event and in the aggregate against this Cover.

**6. Riot, Strike, Malicious Damage Cover**

If You have opted for this Cover, coverage under Section 2 will be extended to cover Loss of or visible physical damage or destruction by external violent means directly caused to the Property Insured but excluding those 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. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c. Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.

Subject to the Limit of indemnity mentioned in Your Policy Schedule/Certificate of Insurance/Certificate of Insurance in respect of any one event and in the aggregate against this Cover.

**7. Floater Clause**

If You have opted for this Cover, the sum Insured in aggregate under Section 2 will be available for any one, more, or all locations as specified in the policy in respect of property insured hereunder.

At all times during currency of policy the insured should have a good internal audit and accounting procedure under which the total amount of risk and the locations can be established at any particular time, if required.

Any change in the address of the locations specifically declared at the inception shall be communicated immediately by the insured.

#### 8. Escalation Clause

The following Clause shall be used:

"In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the under noted items(s) the Sum(s) Insured thereby shall, during the period of insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum.

Item Number	Specified percentage increase per annum
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Unless specifically agreed to the contrary the provisions of this clause shall only apply to the sums insured in force at the commencement of each period of insurance.

At each renewal date the insured shall notify the Insurers: -

- i. the sums to be insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the policy (as amended by any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the period of insurance upto that renewal date, and
- ii. the specified percentage increase(s) required for the forthcoming period of insurance, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the period of insurance from renewal.

All the conditions of the policy in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."

#### **Specific Conditions Applicable to Escalation Clause:**

- a. The selected percentage increase shall not exceed 25% of the Sum Insured.
- b. The Sum Insured at any point of time would be assessed after application of the Escalation Clause.
- c. Escalation Clause will apply to policies covering Machinery and Accessories only and will not apply to policies covering stock.
- d. The automatic increase operates from the date of inception upto the date of operation of any of the Insured Perils.

#### 9. Purchase Protection Extension

If You have opted for this Cover, coverage under Section 2 will be extended to cover any loss of or damage to any new items, belonging to the Insured, within the insured premises specified in the Policy Schedule/Certificate of Insurance/Certificate of Insurance for 90 consecutive days from the date of Purchase or till the Policy Expiry Date whichever is earlier, given that

- a. The new item is purchased during the Policy Period
- b. The loss or damage is due to Burglary or Housebreaking or Robbery or Theft (if opted on payment of additional premium)

Subject to the Limit of indemnity mentioned in Your Policy Schedule/Certificate of Insurance/Certificate of Insurance in respect of any one event and in the aggregate against this Cover.

Further, if the insured chooses to inform the Company in writing within 90 days of date of purchase and pays the Company appropriate additional premium due for insuring the purchased item and/or stock under coverage then such purchased items and/ or stock shall be held covered for remaining period of the policy (i.e., balance period after the expiry of the 90 days from the date of purchase) as well as the sum insured under this section will be restored till the expiry of the Policy Period.

#### **Special Conditions applicable to Purchase Protection Extension:**

- a. In the event of a claim, the insured shall submit conclusive proof of purchase in respect of the new items claimed to be lost or damage covered under this Cover.

- b. The liability of the Company shall not exceed- the actual net amount paid by the insured as per the sale receipt, credit invoice or the sum insured under this extension, whichever is less.

**Exclusions applicable to Purchase Protection Extension:**

The Company shall not be liable:

- a. For the amount of the Deductible/Excess specified in the Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance)
- b. Computer software or intangible items, Animal and/ or plant life, Consumable or Perishable items (including but not limited to food, drugs, fuel or oil), Second hand items including antiques.
- c. Normal wear and tear or damage arising from inherent defect in the purchased item

**10. Waiver Of Underinsurance**

**i. Where Sum Insured is opted on Market Value Basis or Reinstatement Value Basis:**

If the property hereby insured shall at the time of happening of any loss, destruction 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 rateable proportion of the loss accordingly. Every item if more than one of the Policy shall be separately subject to this Condition.

Provided however, if the Sum Insured specified in Policy Schedule/Certificate of Insurance/Certificate of Insurance in respect of such item(s) is greater than the **(1- percentage specified in Policy Schedule/Certificate of Insurance/Certificate of Insurance as “Waiver of underinsurance limit”)** of the value of the item(s), this condition shall be of no purpose and effect.

**ii. Where Sum Insured is on First Loss Basis as a Percentage of Actual Value at Risk:**

If the insured Property under this Policy shall at time of happening of any loss, destruction or damage be collectively of greater value than the total value declared by You, then You shall be considered as Your own Insurer for the difference and accordingly Company’s liability is restricted to same proportion of the loss as the declared total value bears to the actual total value found out at the time of loss.

Provided however, if the total value declared by You as specified in Policy Schedule/Certificate of Insurance/Certificate of Insurance in respect of such item(s) is greater than the **(1- percentage specified in Policy Schedule/Certificate of Insurance/Certificate of Insurance as “Waiver of underinsurance limit”)** of the value of the item(s), this condition shall be of no purpose and effect.

**Note: This cover is not applicable to Policies where Sum Insured is Opted on First Loss Basis in terms of Specific/Absolute Amount.**

**11. Key And Lock Protect**

If You have opted for this cover, We will compensate You for the cost incurred towards:

- a. Replacing Your Vehicle’s keys / residence keys upon the occurrence of theft or burglary or accidental loss or damage to the keys during the Policy Period.
- b. Cost of installing new lock or the lockset in Your Vehicle/ residence, including the locksmith charges, provided there is a security risk arising out of the incidence of lost keys of Your Vehicle/ residence.
- c. Cost of repairing/replacing Your locks and keys or the lockset, including the locksmith charges, provided that the Vehicle/ residence is broken into.

Subject to the Sum Insured and maximum number of claims specified in the Policy Schedule / Certificate of Insurance against this cover.

**Exclusion applicable to this cover**

1. Any claim which is reported or notified after 3 days to Us or Police Authority (if applicable) after the date of the incident. However, We may condone the delay in notification of claim on merits based on the reason for delay furnished by You to Us in writing.
2. Any claim for additional or duplicate keys.

3. Any claim for replacing vehicle/ residence keys or lockset when only child parts of the same need to be replaced.
4. Any claim where the Insured is not able to provide the invoices/receipts for the payments made in respect of repair/replacement.
5. Any claim if keys are misplaced.

#### Conditions applicable to this cover

1. In the event of theft or Burglary, You shall immediately, and in any event within 3 days from date of incident, lodge a complaint (FIR) (if applicable) with the police authority to obtain crime reference and lost property report and also report the incidence of loss to Us.
2. Keys covered under this cover should be of entry, exit, and/ or main gate access points. This will not include any drawer key or any room of the residence.
3. The replaced keys/lockset should be of same or similar make, model and specification as the one for which the claim is being made. It will not be superior to the earlier one.

#### Section 3: All Risk Cover

Below mentioned are the endorsements and clauses available under Section 3 – All Risk Cover. The endorsements /clauses applicable to Your Policy are mentioned in Your Policy Schedule/Certificate of Insurance.

S.no.	Name of Endorsements
1	Newly Acquired Items
2	Care, Custody and Control
3	Death of an artist
4	Market Appreciation

1. **Newly Acquired Items** - We will cover Your newly acquired valuable articles/ article under an existing category listed in your Policy Schedule / Certificate of Insurance, provided that category is already covered under section 3 of this policy. The maximum payable for any covered loss will be as mentioned in the Policy schedule/Certificate of Insurance, for that category. To maintain coverage, You must notify us and request inclusion of all newly acquired valuable articles/ article within 30 days of acquisition, unless specifically agreed otherwise by Us, and pay any additional premium from the date of acquisition. We reserve the right to decline coverage for items not reported within 30-day period of acquisition of such item.
2. **Care, custody and control** - We will cover valuable articles/ article covered under Section 3 of this policy, up to amount mentioned in the policy schedule/Certificate of Insurance for the category, during the policy period, if they are not owned by you but are temporarily in your care, custody, and control at your residence for a maximum of 7 days with an intent to verify their condition, quality, or authenticity before making a purchase decision. This coverage applies only if there is no other insurance on the said articles and you are legally liable to compensate to the owner.
3. **Death of an artist** – If fine art item(s) covered under Section 3 of this policy suffers loss or damage within 12 months after its artist's death, We will pay up to 150% of the insured value (unless specifically agreed otherwise by Us and mentioned in the Policy Schedule/ Certificate of Insurance) for the covered fine art item(s), subject to a maximum of amount mentioned in the policy schedule/Certificate of Insurance, provided
  - there is increase in the market value of the artist's work after his/ her death
  - the item must have been professionally valued.
  - the event must happen before the policy expires.

After an artist dies, their works often appreciate significantly. This clause ensures you're not underinsured during that period. Without this extension, you'd only get the original insured value, which might be far below the subsequent market price.

#### 4. Market appreciation

If the market value of an insured item covered under Section 3 of this policy, immediately before a loss is higher than its insured amount, we will pay up to 150% of the insured value (unless specifically agreed otherwise by Us and mentioned in the Policy Schedule/ Certificate of Insurance). This will apply to both total loss and partial loss scenarios.

The maximum amount payable for any single loss is 150% (unless specifically agreed otherwise by Us and mentioned in the Policy Schedule/ Certificate of Insurance) of the insured amount of that item as mentioned in the Policy Schedule/Certificate of Insurance, subject to the overall category limit. This benefit applies only if the item was professionally valued within the last 24 months before the claim, unless specifically agreed otherwise by Us.

#### Section 4: Asset Care

Below mentioned are the endorsements and clauses available under Section 4 – Asset Care. The endorsements /clauses applicable to Your Policy are mentioned in Your Policy Schedule/Certificate of Insurance.

S.no.	Name of Endorsements
1	Newly Acquired Items
2	Care, Custody and Control
3	Death of an artist
4	Market Appreciation

- 1. Newly Acquired Items** - We will cover Your newly acquired valuable articles/ article under an existing category listed in your Policy Schedule / Certificate of Insurance, provided that category is already covered under section 4 of this policy. The maximum payable for any covered loss will be as mentioned in the Policy schedule/Certificate of Insurance, for that category. To maintain coverage, You must notify us and request inclusion of all newly acquired valuable articles/ article within 30 days of acquisition, unless specifically agreed otherwise by Us, and pay any additional premium from the date of acquisition. We reserve the right to decline coverage for items not reported within 30-day period of acquisition of such item.
- 2. Care, custody and control** - We will cover valuable articles/ article covered under Section 4 of this policy, up to amount mentioned in the policy schedule/Certificate of Insurance for the category, during the policy period, if they are not owned by you but are temporarily in your care, custody, and control at your residence for a maximum of 7 days with an intent to verify their condition, quality, or authenticity before making a purchase decision. This coverage applies only if there is no other insurance on the said articles and you are legally liable to compensate to the owner.
- 3. Death of an artist** – If fine art item(s) covered under Section 4 of this policy suffers loss or damage within 12 months after its artist's death, We will pay up to 150% of the insured value (unless specifically agreed otherwise by Us and mentioned in the Policy Schedule/ Certificate of Insurance) for the covered fine art item(s)/items, subject to a maximum of amount mentioned in the policy schedule/Certificate of Insurance, provided
  - there is increase in the market value of the artist's work after his/ her death
  - the item must have been professionally valued.
  - the event must happen before the policy expires.

After an artist dies, their works often appreciate significantly. This clause ensures you're not underinsured during that period. Without this extension, you'd only get the original insured value, which might be far below the subsequent market price.

#### 4. Market appreciation

If the market value of an insured item covered under Section 4 of this policy, immediately before a loss is higher than its insured amount, we will pay up to 150% of the insured value (unless specifically agreed otherwise by Us and mentioned in the Policy Schedule/ Certificate of Insurance). This will apply to both total loss and partial loss scenarios.

The maximum amount payable for any single loss is 150% (unless specifically agreed otherwise by Us and mentioned in the Policy Schedule/ Certificate of Insurance) of the insured amount of that item as mentioned in the Policy Schedule/Certificate of Insurance, subject to the overall category limit. This benefit applies only if the item was professionally valued within the last 24 months before the claim, unless specifically agreed otherwise by Us.

### **Section 5: Liability Cover**

Below mentioned are the endorsements and clauses available under Section 5: Liability Cover. The endorsements /clauses applicable to Your Policy are mentioned in Your Policy Schedule/Certificate of Insurance.

These covers are additional and will be available only if specially opted by You and mentioned in the Your Policy schedule/ Certificate of Insurance. These payments are in addition to the Sum Insured for Damages and legal defence costs unless otherwise agreed by Us and mentioned in the Policy Schedule / Certificate of Insurance.

S.no.	Name of Endorsements
1	Credit Cards, Forgery, and Counterfeiting
2	Golf Exposure
3	Domestic Helpers

1. **Credit Cards, Forgery, and Counterfeiting** - We will pay up to amount mentioned in the policy schedule/Certificate of Insurance for losses arising from:-
  - a) any amount you or a family member are legally obligated to pay due to theft or loss of a bank or credit card issued in your or a family member's name, or loss caused by forgery or alteration of any cheque or negotiable document, provided all usage terms were complied with; and
  - b) loss caused by accepting counterfeit paper currency in good faith. At our option, we may defend any claim or suit against you or a family member related to forgery, counterfeiting, or loss or theft of a bank or credit card. These payments are in excess of any other insurance cover in force.
  
2. **Golf Exposures** - We provide cover for You or a Family member for the following additional expenses incurred whilst playing golf or participating in activities at a golf club unless otherwise stated or an exclusion applies. This cover applies worldwide.
  - a) **Third Party Damage:** We cover all reasonable Property damage caused by You or Your family members to property owned by others, irrespective of legal liability.
  - b) **Personal Accident:** In the event that You or a Family member suffers bodily injury whilst playing golf, which results in Death, or loss of limb(s) or eye(s), We will pay You or a Family member upto the amount mentioned in the policy schedule/Certificate of Insurance unless a lower amount is stipulated by law. In the event of a death, this benefit will be paid to the nominee/assignee. We will not pay more than the amount mentioned in the policy schedule/Certificate of Insurance for any one Occurrence and in aggregate and the death or loss of limb(s) or eye(s) must occur within twelve (12) months of the date of the Occurrence.
  - c) **Hole in One:** We will reimbursement up to the amount mentioned in the policy schedule/Certificate of Insurance expenses incurred in celebration as a result of a "hole-in-one" achieved by You or a Family member during an official competition round. You must submit official certification from your golf club or the competition secretary as proof when making a claim.
  
3. **Domestic Helpers** – Under this cover we will indemnify you against compensation and litigation expenses (incurred with Our prior written consent), which You may become legally liable to pay to Your Domestic Staff under the Workmen's Compensation Act 1923 or any amendment thereto. Also, We will pay in aggregate the sums shown below, should a Domestic staff employed by You sustain accidental Bodily injury during the course of employment and Policy Period:
  - a. medical expenses upto the amount mentioned in the policy schedule/Certificate of Insurance.
  - b. repatriation expense upto the amount mentioned in the policy schedule/Certificate of Insurance, We will not pay for any claim arising from any of the following:
    - i. hazardous pursuits and occupations;
    - ii. intoxicating liquor or drugs;

- iii. self-inflicted injury or illness; or
- iv. persons above the age of 65 unless specifically declared and accepted by Us or below the age of 18 at the time of the incident