

HOUSEHOLDERS INSURANCE POLICY

Whereas the Insured has made to Bajaj Allianz General Insurance Company Ltd (hereinafter called the "Company"), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured in excess of the amount of the Deductible and subject always to the Sum Assured against such loss as is herein provided.

A COVERS

On the happening of any insured event as provided for hereunder arising during the Policy Period and notified as prescribed, the Company will make payment as provided for under each Cover but only up to the Sum Assured as specified in the Schedule against each Cover or each sub-limit of the Sum Assured, as the case may be.

1 Cover 1: Burglary and Theft

- 1.1 The Company will indemnify the Insured in respect of loss of or damage to the Insured Premises or Contents or any part thereof whilst contained in the Insured Premises caused by actual or attempted Burglary and or Theft.
- 1.2 The Company will also indemnify the Insured in respect of the loss of or damage to Contents not Insured elsewhere caused by actual or attempted Burglary whilst temporarily removed from the Insured Premises and in transit as accompanied baggage anywhere in India to other premises to be used by the Insured or the Insured's Family as a temporary residence, or to other premises where the Insured shall have placed any Contents for the purposes of safe custody during the course of his temporary absence from the Insured Premises, provided that:
 - 1.2.1 such absence does not exceed 120 days in the aggregate in any one Policy Period, and
 - 1.2.2 the liability of the Company in respect of removed Contents shall not exceed 10 % of the Sum Assured hereunder.
- 1.3 Specific Exclusions Applicable to Cover 1
The Company shall not be liable for and no indemnity is available hereunder in respect of:
 - 1.3.1 any consequential losses, or any loss or damage caused by actual or attempted Burglary and/or theft: where the Insured or any member of the Insured's Family is or is alleged to be concerned or implicated;
 - 1.3.2 to livestock, motor vehicles and pedal cycles;
 - 1.3.3 to Valuables and/or Jewellery and/or Precious Items, unless specifically stated in the Schedule.
- 1.4 Cover 1 Basis of Loss Settlement
 - 1.4.1 Where the Insured Premises and/or Contents can reasonably be repaired or reinstated at a cost less than the replacement cost then the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore the aforementioned to its state immediately prior to the happening of the actual or attempted Burglary.
 - 1.4.2 In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs. The Company shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the Burglary.
 - 1.4.3 If the value of the Insured Premises and Contents hereby insured shall at the time of any insured event be collectively of greater value than the Sum Assured thereon then the Insured shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Condition.

2 Cover 2: Jewellery & Precious Items All Risks

- 2.1 The Company will indemnify the Insured in respect of the accidental loss of or damage to Jewellery and/or Precious Items anywhere in India. The liability of the Company in respect of any one item in any one Policy Period will not individually or in the aggregate exceed the sub-limit of the Sum Assured set against such item in the Schedule.
- 2.2 Specific Exclusions Applicable to Cover 1
The Company shall not be liable for and no indemnity is available hereunder in respect of:
 - 2.2.1 loss or damage due to cracking, scratching or breakage of lens or glass whether part of any Jewellery and/or Precious Items or otherwise or to china, marble, and other articles of a brittle or fragile nature unless such loss or damage arises from an accident to a railway, train, ship, aircraft or other mechanised vehicle by which such Jewellery and/or Precious Item is being carried by the Insured;
 - 2.2.2 loss or damage caused by any process of cleaning, dyeing, repairing or restoring to which the Jewellery and/or Precious Item is subjected;
 - 2.2.3 loss or damage caused by moth or vermin;
 - 2.2.4 loss or damage caused by mechanical derangement or over winding of watches and clocks;
 - 2.2.5 theft from any car except from a fully enclosed saloon car having all of its doors and windows closed and locked and any other security devices properly applied;
 - 2.2.6 loss or damage whilst the Jewellery and/or Precious Items being conveyed by any carrier under a contract of affreightment.
- 2.3 Cover 2 Basis of Loss Settlement
 - 2.3.1 Where the loss or damage can reasonably be repaired or reinstated at a cost less than the replacement cost then, the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore the Jewellery and/or Precious Item to its state immediately prior to the happening of the insured event.
 - 2.3.2 In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs. The Company shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.
 - 2.3.3 If the value of the Jewellery and/or Precious Item hereby insured shall at the time of any insured event be collectively of greater value than the Sum Assured thereon then the Insured shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Condition.

- 2.3.4 The Company shall not be liable to make payment for more than the intrinsic cash value of any item in respect of which a claim is made and, where an item is part of a pair or set, the Company's payment shall be made without any reference to any particular value that such item may have had as a part of such pair or set.
- 2.3.5 No one article or pair of articles is deemed to be worth more than 10% of the Sum Assured under this Section unless its value is specifically and separately stated in the Schedule.

3 Cover 3: Plate Glass

- 3.1 The Company will indemnify the Insured in respect of any accidental loss of or damage caused to Plate Glass at the Insured Premises.
- 3.2 In the event of an accepted claim under 3.1, the Company will also indemnify the Insured in respect of the reasonable cost of erecting any temporary boarding necessitated by such loss or damage to Plate Glass, and repairing and reinstating Frames and Framework necessitated by such loss or damage to Plate Glass, but subject to a maximum payment of Rs.5,000/- for each and every claim.
- 3.3 Specific Exclusions Applicable to Cover 3
The Company shall not be liable for and no indemnity is available hereunder in respect of loss or damage:
- 3.3.1 occurring during the course of any alteration, removal or repair to the Plate Glass;
- 3.3.2 comprising the breakage of lettering unaccompanied by the breakage of or damage to Plate Glass;
- 3.3.3 comprising the disfiguration or scratching of or damage to Plate Glass other than a fracture extending through the entire thickness of the Plate Glass;
- 3.3.4 any Plate Glass other than Plate Glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule;
- 3.3.5 breakage of Plate Glass not completely and securely fixed;
- 3.3.6 any consequential damage or losses, whether of a financial or property nature or by reason of personal injury, and any legal liability of the Insured;
- 3.3.7 loss of or damage that is insured under any other Cover herein;
- 3.3.8 any loss or damage that is the subject of insurance under the Company's plate glass or other insurance policy.
- 3.4 Cover 3 Basis of Loss Settlement
- 3.4.1 The Company may, in its sole and absolute discretion, repair, replace or reinstate the Plate Glass to a condition equivalent to that which existed immediately prior to the insured event as an alternative to making payment to the Insured.
- 3.4.2 If the Company opts to make payment to the Insured, then the payment will be assessed by reference to the cost of replacing the Plate Glass with glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule. Where any Plate Glass is no longer in production, the payment will be assessed by reference to the latest available price that was being charged by reputable manufacturers for the same or similar Plate Glass.
- 3.4.3 If the value of the Plate Glass hereby insured shall at the time of any insured event be collectively of greater value than the Sum Assured thereon then the Insured shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Condition.

4 Cover 4: Breakdown of Domestic Appliances

- 4.1 The Company will indemnify the Insured against the repair or replacement costs arising from the unexpected mechanical or electrical breakdown of Domestic Appliances whilst contained in or fixed at the Insured Premises, provided that the liability of the Company in respect of any one Domestic Appliance item in any one Policy Period will not individually or in the aggregate exceed the sub-limit of the Sum Assured set against such item in the Schedule.
- 4.2 Specific Exclusions Applicable to Cover 4
The Company shall not be liable for and no indemnity is available hereunder in respect of:
- 4.2.1 loss or damage caused by or arising out of the willful act, error or omission of the Insured or the Insured's Family, or wilful gross negligence;
- 4.2.2 loss or damage due to faults existing at the time of commencement of this insurance of which the Insured was or should have been aware, and, regardless of whether such faults or defects were known to the Company or not;
- 4.2.3 loss or damage for which the manufacturer or supplier of the Domestic Appliance is responsible under a guarantee or warranty;
- 4.2.4 the cost of transport of the Domestic Appliance to and/or from the place of repair;
- 4.2.5 loss of or damage to any Domestic Appliance by perils covered under any other Cover;
- 4.2.6 loss or damage caused by wear and tear;
- 4.2.7 loss or damage to mobile phones or similar communication devices
- 4.3 Cover 4 Basis of Loss Settlement
- 4.3.1 Provided that the Sum Assured in respect of each item specified in the Schedule shall be equal to the cost of replacement of the same with new property of the same kind and capacity, the basis of loss settlement shall be as follows:
- 4.3.1.1 Where an insured item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event. No depreciation shall be applicable for parts other than those with limited life.
- 4.3.1.2 In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs up to the sub-limit of the Sum Assured set against such item in the Schedule, subject to depreciation of 10% per annum from the date of manufacture up to a maximum of 50% depreciation.
- 4.3.2 If the value of the Domestic Appliances hereby insured shall at the time of any insured event be collectively of greater value than the Sum Assured thereon then the Insured shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition
- 4.3.3 The Insured shall bear 1% of the sub-limit of the Sum Assured set against the Domestic Appliance, or Rs.50/-, whichever is higher, in respect of each and every claim.

5 Cover 5: Electronic Equipment

- 5.1 The Company will indemnify the Insured against:
- 5.1.1 the repair or replacement costs in respect of any Electronic Equipment caused by any unforeseen and sudden physical loss (except a cause specifically excluded), provided that the liability of the Company in respect of any one Electronic Equipment item in any one Policy Period will not individually or in the aggregate exceed the sub-limit of the Sum Assured set against such item in the Schedule, and
- 5.1.2 all sums that the Insured may become legally liable to pay as litigation expenses (defence costs if incurred with the Company's prior written consent and, if ordered, claimant's costs) and compensation in respect of accidental damage to property in which the Insured or the Insured's Family or employee has no

interest, or accidental death of or physical bodily injury to persons other than the Insured, the Insured's Family or employee arising out of an accident happening through or in connection with the item of Electronic Equipment or to a breakdown or defect in the same, subject to a limit of Rs.25,000/- for any and all claims in any one Policy Period.

5.2 Specific Exclusions Applicable to Cover 5

The Company shall not be liable for and no indemnity is available hereunder in respect of:

- 5.2.1 any fault or defect of which the Insured was or ought reasonably to have been aware at the commencement of the Policy Period, regardless of whether such was or should have been known to the Company;
- 5.2.2 loss or damage for which the manufacturer or supplier is responsible;
- 5.2.3 loss or damage caused to any item of Electronic Equipment older than 10 years from the date of manufacture;
- 5.2.4 loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- 5.2.5 any costs incurred in connection with the maintenance of the Electronic Equipment, including parts replaced in the course of such maintenance operations;
- 5.2.6 any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder;
- 5.2.7 loss or damage caused by or arising out of the wilful acts or wilful gross negligence of the Insured and/or the Insured's Family;
- 5.2.8 the cost of transporting the Electronic Equipment to and from the place of repair;
- 5.2.9 loss of or damage to any Electronic Equipment by perils insurable under other Cover of this Policy;
- 5.2.10 loss or damage to mobile phones or other similar communication devices

5.3 Cover 5 Basis of Loss Settlement

- 5.3.1 Provided that the Sum Assured in respect of each item specified in the Schedule shall be equal to the cost of replacement of the same with new property of the same kind and capacity, the basis of loss settlement shall be as follows:
 - 5.3.1.1 Where an Insured item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event. No depreciation shall be applicable for parts other than those with limited life.
 - 5.3.1.2 In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs up to the sub-limit of the Sum Assured set against such item in the Schedule, subject to depreciation of 10% per annum from the date of manufacture up to a maximum of 50% depreciation.
- 5.3.2 If the value of the Electronic Equipment hereby insured shall at the time of any insured event be collectively of greater value than the Sum Assured thereon then the Insured shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition.
- 5.3.3 The Insured shall bear the first 10% or Rs.2,500/- (whichever is higher) of any claim concerning computers, and the first 10% or Rs.500/- (whichever is higher) of any claim concerning any other item of Electronic Equipment.

6 Cover 6: Pedal Cycle

6.1 The Company will indemnify the Insured against:

- 6.1.1 the repair or replacement costs in respect of the Pedal Cycle caused by any unforeseen and sudden physical loss (except a cause specifically excluded), provided that the liability of the Company in respect of any one Pedal Cycle in any one Policy Period will not individually or in the aggregate exceed the sub-limit of the Sum Assured set against such item in the Schedule, and
- 6.1.2 all sums that the Insured may become legally liable to pay as litigation expenses (defence costs if incurred with the Company's prior written consent and, if ordered, claimant's costs) and compensation in respect of accidental damage to property in which the Insured or the Insured's Family or employee has no interest, or accidental death of or bodily injury to persons other than the Insured, the Insured's Family or employee arising out of an accident happening through or in connection with the Pedal Cycle, subject to a limit of Rs.30,000/- for any and all claims in any one Policy Period.

6.2 Specific Exclusions Applicable to Cover 6

The Company shall not be liable for and no indemnity is available hereunder in respect of:

- 6.2.1 any accident, loss damage or liability caused by or through or in connection with the use of any Pedal Cycle for hire or reward or outside India;
- 6.2.2 damage caused by over loading, strain or mechanical breakdown;
- 6.2.3 loss of or damage to accessories by theft unless the Pedal Cycle is stolen at the same time;
- 6.2.4 loss, damage or liability occurring whilst the Pedal Cycle is being used for competition, racing or pace making.

6.3 Cover 6 Basis of Loss Settlement

- 6.3.1 Where the Pedal Cycle can reasonably be repaired or reinstated at a cost less than the replacement cost then, the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
- 6.3.2 In the case of a total loss, the Company shall indemnify the Insured in respect of the replacement costs up to the sub-limit of the Sum Assured set against such item in the Schedule.
- 6.3.3 The Insured shall bear the first 1% or Rs.50/- (whichever is higher) of the Sum Assured in respect of each and every claim.

6.4 Cover 6 Special Condition

If left unattended, the Pedal Cycle must be properly locked and secured.

7 Cover 7: Baggage

7.1 The Company will indemnify the Insured and/or the Insured's Family in respect of the accidental loss of, destruction of or damage caused to personal baggage accompanying the Insured and/or the Insured's Family or for which the Insured is responsible whilst travelling anywhere in India.

7.2 Specific Exclusions Applicable to Cover 7

The Company shall not be liable for and no indemnity is available hereunder in respect of:

- 7.2.1 loss or damage due to cracking scratching or breakage of lens or glass whether part of china, marble, gramophone records or otherwise and other articles of a brittle or fragile nature, unless such loss or damage arises from an accident to a vessel, train, or other mechanised vehicle or aircraft by which such baggage is conveyed by the Insured and/or the Insured's Family;
- 7.2.2 loss or damage caused by or any process of cleaning, dyeing repairing or restoring to which the baggage is subjected;
- 7.2.3 loss or damage caused by moth, mildew or vermin;

- 7.2.4 loss or damage to any electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from over running, excessive pressure, short circuiting arcing self heating or leakage or electricity from whatever cause (lightning included);
- 7.2.5 loss or damage caused by mechanical derangement or over winding of watches and clocks;
- 7.2.6 theft from cars except from fully enclosed saloon cars having all the doors, windows and other openings securely locked and properly fastened, and any other security aid properly applied;
- 7.2.7 loss or damage whilst being conveyed by any carrier under contract of affreightment;
- 7.2.8 loss of or damage to Jewellery or Valuables;
- 7.2.9 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 the Company;
- 7.2.10 loss or destruction of or damage to baggage of a consumable nature;
- 7.2.11 loss of or damage to carried loose articles such as sticks, straps, umbrellas, sunshades, deck chairs, property in use on the journey or articles of clothing whilst being worn on the person or carried about;
- 7.2.12 loss destruction or damage caused by or arising from the leakage spilling or exploding of liquid, oils or material of a like nature or articles of a dangerous or damaging nature;
- 7.2.13 any tour or travel undertaken within the municipal limits of the village, town or city wherein the Insured permanently resides.
- 7.3 Cover 7 Basis of Loss Settlement
- 7.3.1 Where an insured item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the Company will indemnify the Insured 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.
- 7.3.2 In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs up to the Sum Assured.

8 Cover 8 : Personal Accident

In the event of any Accidental Bodily Injury sustained by the Insured anywhere in the world during the Policy Period, the Company will make payment as provided for below.

8.1 Coverage Part A: Death

- 8.1.1 The Company will pay the Sum Assured in the event of Accidental Bodily Injury causing the Insured's death within 12 months of the Accidental Bodily Injury being sustained, whereupon this Coverage Part 8 insofar as it relates to that Insured shall expire.
- 8.1.2 The Company will also, in addition to the Sum Assured, pay up to 2% of the Sum Assured or Rs.5,000/- (whichever is lower) towards the cost of transporting the Insured's remains from the place of death to the hospital/ residence and/or cremation and/or burial ground.

8.2 Coverage Part B: Permanent Total Disability

- 8.2.1 In the event of Accidental Bodily Injury causing the Insured's Permanent Total Disability within 12 months of the Accidental Bodily Injury being sustained, the Company will pay 125% of the Sum Assured, whereupon this Coverage Part 8 insofar as it relates to that Insured shall expire.
- 8.2.2 If the Insured was suffering from any permanent disability prior to the date upon which Accidental Bodily Injury was sustained, then the Company's liability to make payment hereunder shall be reduced by the extent of the same, as advised by the Company's medical advisors.

8.3 Coverage Part C: Permanent Partial Disability

- 8.3.1 In the event of Accidental Bodily Injury causing the Insured's Permanent Partial Disability as mentioned in the PPD Table below within 12 months of the Accidental Bodily Injury being sustained, the Company will pay the percentage of the Sum Assured specified for each and every form of impairment mentioned in the PPD Table:

		PPD Table	
An arm at the shoulder joint	70 %	A leg up to mid-calf	45 %
An arm above the elbow joint	65 %	A foot at the ankle	40 %
An arm beneath the elbow joint	60 %	A large toe	5 %
A hand at the wrist	55 %	Any other toe	2 %
A thumb	20 %	An eye	50 %
An index finger	10 %	Hearing of one ear	30 %
Any other finger	5 %	Hearing of both ears	75 %
A leg above mid-thigh	70 %	Sense of smell	10 %
A leg up to mid-thigh	60 %	Sense of taste	5 %
A leg up to beneath the knee	50 %		

- 8.4 If the Accidental Bodily Injury causes the Insured's Permanent Partial Disability within 12 months of the Accidental Bodily Injury being sustained other than as specified in the PPD Table above, the Company's liability to make payment shall be as follows:
 - 8.4.1 In the case of the Insured suffering partial loss or functional impairment of one of the body parts or sensory organs mentioned in the PPD Table, the Company will pay a corresponding proportion of the percentages specified in the PPD Table, as advised by the Company's medical advisors.
 - 8.4.2 In the case of the Insured's Permanent Partial Disability of a nature not detailed in the PPD Table, the Company will pay a proportion of the Sum Assured by reference to the degree to which the Insured's normal functional physical capacity has been impaired, as advised by the Company's medical advisors.
 - 8.4.3 If the Insured was suffering from any Permanent Partial Disability prior to the date upon which Accidental Bodily Injury was sustained, then the Company's liability to make payment hereunder shall be reduced by the extent of the same as advised by the Company's medical advisors.
 - 8.4.4 If the Accidental Bodily Injury sustained by the Insured causes a subsequent claim by the Insured under Coverage Parts A or B, then this Coverage Part shall not be operative and the amounts payable under either Coverage Parts A or B shall be reduced by the amount of any payment made under this Coverage Part.
- 8.5 Coverage Part D: Temporary Disability
- 8.5.1 If the Accidental Bodily Injury sustained by the Insured causes his complete inability to engage in his employment as specified in the Schedule, the Company will

pay 1% of the Sum Assured or Rs.5,000/- (whichever is lower) per week for a period not exceeding 100 weeks from the date upon which the Bodily Injury was sustained.

8.5.2 The Company shall not be under any liability to make any payment hereunder until such time as the Insured has established to the Company's satisfaction that he is completely unable to engage in his employment as specified in the Schedule.

8.6 Coverage Part E: Hospital Confinement Allowance (Optional)

8.6.1 In the event of an admitted claim for Accidental Bodily Injury sustained by the Insured and requiring immediate hospitalisation, the Company will pay the Insured a daily allowance of Rs.1,000/- for each complete calendar day that the Insured is medically required to be so hospitalised, up to a maximum 30 days from the date that such Bodily Injury was sustained.

8.6.2 The Company shall not be liable to make any payment for any stay by the Insured in any clinic, rest home, convalescent home for the aged or mentally disturbed, sanatorium, or similar institution.

8.7 Specific Exclusions Applicable to Cover 8

No indemnity is available hereunder and no payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

8.7.1 suicide, attempted suicide or self inflicted injury or illness;

8.7.2 any mental dysfunction or disorder, or psychosomatic dysfunction or disorder;

8.7.3 the use or misuse of any drugs, alcohol or hallucinogens;

8.7.4 stroke, epileptic fit or other cramp like attacks or convulsions unless caused by an insured event under this Cover;

8.7.5 deliberate or intentional criminal act of the Insured;

8.7.6 any accident resulting from war (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority;

8.7.7 any consequential losses of any kind, and/or any actual or alleged legal liability of the Insured;

8.7.8 whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world;

8.7.9 any accident suffered by the Insured on account of his participation as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs;

8.7.10 any accident caused either directly or indirectly by nuclear energy, radiation;

8.7.11 curative treatments or interventions that the Insured performs or has had performed on his body;

8.7.12 venereal or sexually transmitted disease;

8.7.13 HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused;

8.7.14 pregnancy, resulting childbirth, miscarriage, abortion, or complication arising out of any of the foregoing;

8.7.15 the Insured's participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.

If the Company asserts that by reason of these Exclusions any claim is not covered by this Policy, the burden of proving that such claim is covered shall be upon the Insured.

8.8 Special Conditions Applicable to Cover 8

It is a condition precedent to the Company's liability under this Policy that in the event of any Accidental Bodily Injury that may give rise to a claim:

8.8.1 the Insured shall immediately and in any event within 14 days provide the Company with written notification of a claim, and

8.8.2 the Insured shall immediately and without any delay, consult a Physician and follow such advice and treatment that the Physician might recommend, and

8.8.3 the Insured shall take every other reasonable step and/or measure to minimise the consequences of the Bodily Injury, and

8.8.4 the Insured shall immediately and in any event within 14 days provide the Company with written notification of any other claim that may be made under any operative Coverage Part caused by the Accidental Bodily Injury, and

8.8.5 in the event of the Insured's death, written notice accompanied by a copy of the post mortem report (if any) is given to the Company within 14 days (regardless of whether any other notice might already have been given to the Company), and

8.8.6 the Insured shall expeditiously provide the Company with or arrange for the Company to be provided with any and all information and documentation in respect of the Claim and/or the Company's liability hereunder that may be requested, and submit himself for examination by the Company's medical advisors as often as may be considered necessary by the Company.

9 Cover 9 : Public Liability

9.1 The Company will indemnify the Insured against:

9.1.1 his legal liability to pay Damages for civil claims of Bodily Injury or Property Damage arising out of the Insured's use, ownership or occupation of the Insured Premises for solely domestic purposes and caused by the negligent act, error or omission of the Insured, the Insured's Family or the Insured's Household Staff, save that no indemnity is available hereunder for any liability that may be incurred under the Public Liability Insurance Act 1991 or any other statute or law based on no fault or strict liability, or for any civil claim brought by the Insured or his Family; and

9.1.2 his legal liability to pay compensation under the Fatal Accidents Act 1855, the Workmen's Compensation Act 1923 or any amendment thereto or under common law in respect of personal injury by accident or disease sustained, and

9.1.3 as the keeper and owner of domestic pets.

9.2 Specific Exclusions Applicable to Cover 9

No indemnity is available hereunder and no payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

9.2.1 any voluntarily assumed liability unless such liability would have attached to the Insured in the absence of such agreement;

9.2.2 any liability arising out of a deliberate, wilful or intentional act, error, omission, or non-compliance with any statutory provision;

9.2.3 liability arising out of the ownership, possession or use by or on behalf of the Insured or his Family or Household Staff of any motor vehicle or trailer for which compulsory insurance is required, save that cover shall be provided for claims arising out of Bodily Injury or Property Damage caused by the loading or unloading of any motor vehicle or trailer beyond the limits of any carriage way or thoroughfare;

- 9.2.4 liability arising out of the ownership, possession or use by or on behalf of the Insured or his Family or Household Staff of any watercraft, hovercraft, air- or spacecraft;
- 9.2.5 any interest and/or penalty imposed on the Insured on account of his failure to comply with the requirements laid down under the Workmen's Compensation Act 1923 or any amendment thereto;
- 9.2.6 the transmission of any communicable disease or virus;
- 9.2.7 occupation or business, trade or employment.

10 Cover 10: Buildings and Contents (excluding Valuables)

The Company will indemnify the Insured in respect of loss of or damage to the Building and its Contents in the Insured Premises specified in the Schedule against:

- 10.1 Fire, excluding destruction or damage caused to the property insured by:
 - 10.1.1 Its own fermentation, natural heating or spontaneous combustion.
 - 10.1.2 Its undergoing any heating or drying process.
 - 10.1.3 Burning of property insured by order of any Public Authority.
- 10.2 Lightning.
- 10.3 Explosion/implosion, excluding loss, destruction of or damage:
 - 10.3.1 to boilers (other than domestic boilers), economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
 - 10.3.2 caused by centrifugal forces.
- 10.4 Aircraft Damage: Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.
- 10.5 Riot, Strike, Malicious Damage: Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:
 - 10.5.1 total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
 - 10.5.2 Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
 - 10.5.3 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.
 - 10.5.4 Burglary, housebreaking, 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 malicious act.
- 10.6 Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation: Loss destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, flood or inundation excluding those resulting from volcanic eruption or other convulsions of nature.
- 10.7 Impact Damage: Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by:
 - 10.7.1 the Insured or any occupier of the premises or
 - 10.7.2 their employees while acting in the course of their employment.
- 10.8 Subsidence and Landslide including Rock slide: Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:
 - 10.8.1 the normal cracking, settlement or bedding down of new structures
 - 10.8.2 the settlement or movement of made up ground
 - 10.8.3 coastal or river erosion
 - 10.8.4 defective design or workmanship or use of defective materials
 - 10.8.5 demolition, construction, structural alterations or repair of any property or groundworks or excavations.
- 10.9 Bursting and/or overflowing of Water Tanks, Apparatus and Pipes.
- 10.10 Missile Testing operations.
- 10.11 Leakage from Automatic Sprinkler Installations, excluding loss, destruction or damage caused by
 - 10.11.1 Repairs or alterations to the buildings or premises
 - 10.11.2 Repairs, Removal or Extension of the Sprinkler Installation
 - 10.11.3 Defects in construction known to the Insured.
- 10.12 Bush Fire, excluding loss, destruction or damage caused by Forest Fire.
- 10.13 Earthquake Fire and Shock
- 10.14 The Company will also indemnify the Insured in respect of the accidental loss of or damage to Contents not insured elsewhere whilst temporarily removed from the Insured Premises and in transit as accompanied baggage anywhere in India to other premises to be used by the Insured or the Insured's Family as a temporary residence, or to other premises where the Insured shall have placed any Contents for the purposes of safe custody during the course of his temporary absence from the Insured Premises, provided that:
 - 10.14.1 such absence does not exceed 120 days in the aggregate in any one Policy Period, and
 - 10.14.2 the liability of the Company in respect of removed Contents shall not exceed 10 % of the Sum Assured hereunder.
- 10.15 The Company shall not be liable for and no indemnity is available hereunder in respect of loss of or damage to:
 - 10.15.1 Contents of a consumable nature;
 - 10.15.2 motor vehicles, pedal cycles, or livestock.
 - 10.15.3 Valuables and/or Jewellery and/or Precious Items, unless specifically stated to the contrary in the Schedule
- 10.16 The Company shall not be liable for 5% of the claim amount for each and every claim arising out of Act of God perils (Lightning, Storm, Flood, Tempest, Inundation and the like, Subsidence, Landslide and Rockslide, Earthquake).
- 10.17 Special Condition: Average: If the value of the Insured Premises and Contents hereby insured shall at the time of any insured event be collectively of greater value than the Sum Assured thereon then the Insured shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition. However, if the Sum Assured is at the time of an insured event not less than 85% (eighty five percent) of the collective value of the Insured Premises and Contents, this condition shall be of no purpose and effect.

B DEFINITIONS

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

1. "Policy Period" means the period between the commencement date and the expiry date shown in the Schedule.
2. "Insured" means the person named in the Schedule and, for the Purposes of Cover 8, shall additionally mean those persons (if any) specified in the Schedule as benefiting from under that Cover.
3. "Insured Premises" means the property named in the Schedule so long as the use of the same is restricted to solely domestic purposes.
4. "Schedule" means the Schedule attached to and forming part of this Policy.
5. "Plate Glass" means the glass described in Schedule.
6. "Burglary" means the unforeseen and unauthorised entry to or exit from the Insured Premises by aggressive and detectable means with the intent to steal Contents there from.
7. "Contents" means the items specified in the Schedule.
8. "Valuables" means:
 - 8.1 gold or silver or any precious metals or articles made from any precious metals;
 - 8.2 watches or Jewellery or Precious Stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
 - 8.3 deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument;
9. "Family" means the Insured's spouse and children under the age of [] if ordinarily resident with the Insured.
10. "Policy" means the proposal, the Schedule, the Policy documents and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
11. "Accident" or "Accidental" means a sudden, unintended, fortuitous visible and external event.
12. "Bodily Injury" means physical bodily harm or injury, but does not include any mental sickness, disease or illness.
13. "Physician" means a qualified medical practitioner holding a valid and subsisting license, granted by the appropriate licensing authority, and acting within the scope of his license.
14. "Permanent Total Disability" means a Physician certified total, continuous and permanent:
 - 14.1 loss of sight of both eyes;
 - 14.2 physical separation of or loss of ability to use both hands or both feet,
 - 14.3 physical separation of or loss of ability to use one hand and one foot;
 - 14.4 loss of sight on one eye and physical separation of or loss of ability to use either one hand or one foot.
15. "Sum Assured" means the amount stated in the Schedule, which is the maximum amount (regardless of the number of amount of claims made or the number of the Insureds who make a claim) for any one claim and in the aggregate for all claims for which the Company will make payment in relation to the Cover to which the Sum Assured relates during the Policy Period.
16. "Deductible" means the amount stated in the Schedule which shall be borne by the Insured in respect of each and every Claim made under this Policy. The Company's liability to make any payment under the Policy is in excess of the Deductible.
17. "Damages" means monetary sums payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the Insured, but shall not include fines, penalties, punitive damages, exemplary damages, non-pecuniary relief, taxes, or any other amount for which an Insured is not financially liable, or which is without legal recourse to the Insured, or any matter that may be or be deemed to be uninsurable under Indian law.
18. "Electronic Equipment" shall mean the items as specified in the Schedule and which are contained or fixed at or in the Insured Premises.
19. "Household Staff" means person employed by the Insured to carry out domestic duties at or in regard to the Insured premises, but does not include any persons employed in any capacity in relation to the Insured's trade or business.
20. "Jewellery" means the items of Jewellery specified in the Schedule.
21. "Precious Items" means the items specified in the Schedule.
22. "Property Damage" means actual physical damage to tangible material property belonging to a third person.

C EXCLUSIONS APPLICABLE TO ALL SECTIONS

No indemnity is available hereunder and no payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- 1 war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection military or usurped power of civil commotion or loot or pillage in connection herewith.
- 2 Loss or damage caused by depreciation or wear and tear.
- 3 Consequential loss of any kind or description.
- 4 Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to nuclear weapons material by or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission).

D GENERAL CONDITIONS APPLICABLE TO ALL COVERS

1 Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured and/or the Insured's Family shall be a condition precedent to any liability of the Company under this Policy.

2 Reasonable Care

The Insured shall:

- 2.1 take all reasonable steps to safeguard the Contents and the Insured Premises against any insured event;
- 2.2 take all reasonable steps to prevent a claim from arising under this Policy;
- 2.3 ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;
- 2.4 when the Insured Premises are left unattended ensure that all means of entry to or exit from the Insured Premises have been properly and safely secured and any security system or aid has been properly deployed.
- 3 Duties and Obligations after Occurrence of an Insured Event
It is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rise to or likely to give rise to a claim under this Policy:
- 3.1 the Insured shall immediately and in any event within 14 days give written notice of the same to the address shown in the Schedule for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief, and
- 3.2 in respect of Cover 1, and any other claim under any other Cover as advised by the Company, immediately lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company, and
- 3.3 the Insured shall within 28 days deliver to the Company its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company, and
- 3.4 the Insured shall expeditiously provide the Company and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and
- 3.5 the Insured shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection therewith, without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence and/or settlement of any such claim, for which purpose the Insured shall give all the information and assistance that the Company may reasonably require.
- 4 Contribution
If, at the time of any Claim, there is, or but for the existence of this Policy, would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such claim, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.
- 5 Subrogation
The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
- 6 Fraud
If the Insured or any claimant under this Policy shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all claims or payments hereunder shall be forfeited.
- 7 Cancellation
- 7.1 This Policy may be cancelled by or on behalf of the Company by giving the Insured at least 14 days written notice and in such event the Company shall refund to the Insured a pro-rata premium for the unexpired Policy Period. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the date upon which this insurance is cancelled.
- 7.2 This Policy may be cancelled by the Insured at any time by giving at least 14 days written notice to the Company. The Company will refund premium on a pro-rata basis by reference to the time cover is provided, subject to a minimum retention of premium of 25%. No refund of premium shall be due on cancellation if the Insured has made a claim under this Policy.
- 8 Dispute Resolution
- 8.1 Any and all disputes or differences, which may arise under or in relation to this Policy, including its interpretation or the quantum of any Claim shall be referred to arbitration and to a sole arbitrator to be appointed in accordance with Arbitration and Conciliation Act, 1996, within a period of 30 days of either the Company or the Insured party giving notice in this regard.
- 8.2 The applicable law in and of the arbitration shall be Indian law.
- 8.3 The expenses of the arbitrator shall be shared between the parties equally and such expenses along with all reasonable costs in the conduct of the arbitration shall be awarded by the arbitrator to the successful party, or where no party can be said to have been wholly successful, to such party, as substantially succeeded.
- 8.4 It is agreed condition precedent to any right of action or suit upon this Policy that an award by such arbitrator or arbitrators shall be first obtained.
- 8.5 In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian Courts.
- 9 Notices
- 9.1 Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be delivered to the address specified in the Schedule.
- 9.2 Any and all notices and declarations for the attention of the Insured shall be posted to the Insured's address stated in the Schedule.
- 10 Governing Law
The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.
- 11 Entire Contract
The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy.
- 12 Territorial Limits
This Policy covers insured events arising during the Policy Period within India (save in respect of Cover 8). The Company's liability to make any payment shall be to make payment within India and in Indian Rupees only.
- 13 Maintenance of Sum Assured
The Insured agrees that the Sum Assured reflects and shall be maintained at a level representing the replacement value of any property insured under this Policy, and in the case of Cover 10: Buildings this shall mean the complete rebuilding cost (inclusive of all fees and expenses).

Terrorism Damage Exclusion Warranty: Notwithstanding any provision to the contrary within this insurance, it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature indirectly 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 organization(s) or government(s) committed for political, religious, ideological or similar purpose including the intension 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 terrorism.

If the Company alleges that by reason of this exclusion, this does not cover any loss, damage, cost or expenses 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.

Terrorism Damage Cover Endorsement (effective 1st April 2002)

It is hereby declared and agreed that in consideration of payment of additional premium of Rs _____, the Terrorism Damage Exclusion Warranty of the Riot, Strike, Malicious Damage provision forming part of the within mentioned policy stands deleted. The expression/s "Terrorism and/or act of terrorism" shall have the same meaning/s as contained in the Terrorism Damage Exclusion Warranty.

This endorsement does not cover loss of or damage caused by

- A)
- 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 Govt. or any lawfully constituted Authority.
 - c) Permanent or temporary dispossession of any building or plant or unit of 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.
 - d) Burglary, housebreaking, 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 malicious act.
- B) 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 to the contrary shall be upon the insured.

The limit of coverage under this endorsement shall not exceed Rs. _____ (insert here the overall liability limit for Material Damage + Loss of Profit). In respect of several insurances within the same compound / location with all the Indian insurers, the maximum aggregate loss (MD+LOP) payable per compound /location shall be Rs.200 crores. If the actual aggregate loss suffered at one compound / location is more than Rs.200 crores, the amounts payable under individual policies shall be reduced on pro rata basis

The coverage under this endorsement is subject to an excess of Re. 0.5% of the total sum insured subject to a minimum of Rs. 25,000 for each and every claim in respect of both material damage and loss of profits combined."

Bajaj Allianz General Insurance Company Limited

Head Office & Regd. Office: GE Plaza, Airport Road, Yerawada, Pune 411 006



Welcome to Bajaj Allianz and Thank You for choosing us as your insurer.

Please read your policy and schedule

The policy and policy schedule set out the terms of your contract with us. Please read your policy and policy schedule carefully to ensure that the cover meets your needs.

RESOLVING ISSUES

We do our best to ensure that our customers are delighted with the service they receive from Bajaj Allianz, If you are dissatisfied we would like to inform you that we have a procedure for resolving issues. Please include your policy number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call your Branch office.

First Step

Initially, we suggest you contact the Branch Manager / Regional Manager of the local office which has issued the policy. The address and telephone number will be available in the policy.

Second Step

Naturally, we hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:

Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd

GE Plaza, Airport Road

Yerawada, Pune 411 006

E-mail: customer.care@bajajallianz.co.in

If You are still not satisfied, You can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices is mentioned below:

Ombudsman Offices	
Jurisdiction	Office Address
Delhi, Rajasthan	First Floor, Universal Insurance Building, 2/2A Asaf Ali Road, New Delhi 110002 Ph:23239611 /33 Fax: 23230858
West Bengal, Bihar	29, N.S. Road, Third Floor, Kolkata 700 001. Ph:222 12669 Fax: 222 12668
Maharashtra	Jeevan Seva Annex, 3 rd floor, Above MTNL, SV Road, Santacruz (W) Mumbai 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, Fourth Floor, 312 Anna Salai, Chennai 600018
Andhra Pradesh	6-2-47, Yeturu Towers, A.C. Guards Lakdi-Ka-Pool, Hyderabad 500004
Gujarat	Second Floor, Shree Jayshree Ambica House, 5, Navyug College, Ashram Road, Ahmedabad 380014
Kerala, Karnataka	Pulinat Building, Second Floor, M.G. Road, Kochi 682015
North-Eastern States	Aqanus, Bhaskar Nagar, R.G. Baruah Road, Guwahati 781021
Uttar Pradesh	Chintal House, First Floor, 16 Station Road, Lucknow 226001
Madhya Pradesh	First Floor, 117 Zone 2, Maharana Pratap Nagar, Bhopal 462011
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	Batra Building, Shop-cum-Office 101-103, Second floor, Sector 17D, Chandigarh
Orissa	62, Forest Park, Bhubaneswar 751009

DPM/22nd Jan 2004