

## Policy Wording for Reliance Householder's Package Policy

Whereas the Insured described in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Reliance General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938 and the rules made thereunder, the premium stated in the Schedule as consideration for such insurance during the period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy:

### Operative Clause

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon, to indemnify the Insured to the extent and in the manner specified herein, against any loss or damage to the property insured; injury sustained by any Insured Person; and legal liability, if any, incurred by the Insured due to operation of any of the insured perils during the policy period.

### SECTION I (A & B) FIRE AND ALLIED PERILS

#### 1. Definitions

- "Building" means structure (above plinth and foundation excluding land) of standard construction unless specifically mentioned. It shall include connected utilities, sanitary fittings, fixtures and fittings therein belonging to the Insured and for which he is accountable.
- "Contents" mean items of property in the Insured's house including items of property therein for which the Insured is accountable.
- "Kutcha construction" shall mean and include any building(s) having walls and/or roofs of wooden planks/ thatched leaves and/or grass/hay of any kind / bamboo/plastic cloth/ asphalt cloth/ canvas/tarpaulin and the like.
- "Market Value"(MV) means Replacement Value less depreciation.
- "Reinstatement Value" (RV) means the cost of replacing or reinstating on the same site, property of the same kind or type but not superior to or more extensive than the insured property when new.
- "Standard construction" means any construction other than 'Kutcha' construction.

#### 2. What is covered :

The Company will indemnify the Insured in respect of loss or damage to the building wherein the shop of the Insured is situate and / or contents, due to

#### I Fire

Excluding destruction or damage caused to the property insured by

- i) its own fermentation, natural heating or spontaneous combustion
- ii) its undergoing any heating or drying process
- b) burning of property insured by order of any Public Authority.

#### II Lightning

#### III Explosion/ Implosion

Excluding loss, destruction of or damage

- 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,
- b) Caused by centrifugal forces.

#### **IV Aircraft Damage**

Loss, destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

#### **V Riot, Strike and 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

- 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.
- 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 or public peace) in any malicious act.

If the company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.

#### **Terrorism Damage Exclusion Warranty**

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

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

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

#### **VI Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation**

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted)

#### **VII 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:

- a) The Insured or any occupier of the premises or
- b) Their employees while acting in the course of their employment.

#### **VIII Subsidence and Landslide including Rock Slide**

Loss, destruction or damage caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:

- a) The 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
- e) Demolition, construction, structural alterations or repair of any property or groundworks or excavations.

#### **IX Bursting and/or overflowing of Water Tanks, Apparatus and Pipes**

#### **X Missile Testing Operations**

#### **XI Leakage from Automatic Sprinkler Installations**

Excluding destruction or damage caused by

- a) Repairs or alterations to the buildings or premises
- b) Repairs, Removal or Extension of the Sprinkler Installation
- c) Defects in construction known to the Insured.

## XII Bush Fire

Excluding loss, destruction or damage caused by Forest Fire.

Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

## Additional Cover - Earthquake (Fire and Shock)

Loss or damage (including loss or damage by fire) to any of the property insured by this policy occasioned by and through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or landslide / rockslide resulting therefrom.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include.

In the event of the Insured making any claim for loss or damage under this policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

Excess - 5% of each and every claim subject to a minimum of Rs. 10,000/-.

## 3. What is not covered

The Company shall not be liable in respect of loss or damage to :-

- a) articles of consumable nature
- b) livestock, motor vehicles and pedal cycles
- c) deeds, bonds, bills of exchange, promissory notes and jewellery and valuables, unless separately specified.

## 4. Special Exclusions

This Section does not cover -

- a) Loss, destruction or damage caused by war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, mutiny or civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- b) Loss, destruction or damage, directly or indirectly, caused to the property insured by
  - i) ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii) the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof .
- c) Loss, destruction or damage caused to the insured property by pollution or contamination excluding
  - a) pollution or contamination which itself results from a peril hereby insured against
  - b) any peril hereby insured against which itself results from pollution or contamination.
- d) Loss, destruction or damage to bullion or unset precious stones or any curios or works of art of an amount exceeding Rs. 10,000/- manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.
- e) Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
- f) Loss, destruction or damage to any electrical machine, apparatus, fixture or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
- g) Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) debris removal by the Insured following loss, destruction or damage to the property insured by any of the insured perils in excess of 3% and 1% of the claim amount respectively.
- h) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- i) 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.
- j) Loss by theft during or after the occurrence of any of the insured perils except as provided under riot, strike, malicious damage cover.
- k) Loss or damage occasioned by or through or in consequence, directly or indirectly, due to volcanic eruption or other convulsions of nature.
- l) Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

## 5. Sum Insured

The basis of valuation shall be on reinstatement value or market value as opted by the Insured.

## 6. Basis of Indemnity

- a) The indemnity shall be on the basis of reinstatement value or market value as opted by the Insured.
- b) In the event of property insured being damaged by any of the insured perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.
- c) If the property hereby insured shall, at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any of the insured perils 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 portion of the loss accordingly.

Provided, however, that if the sum insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured, clause 3 of Basis of Indemnity under this Section shall not apply, notwithstanding anything to the contrary contained in the policy.

## 7. Special Conditions (applicable only to Section I of this policy)

- a. Coverage under this Section shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
- b. All insurance under this Section shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

Provided such a fall or displacement is not caused by insured perils, loss or damage which is covered by this policy or would be covered if such building, range of buildings or structure were insured under this policy.

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

- c. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company: -
  - i) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by insured perils.
  - ii) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
  - iii) If the interest in the property passes from the Insured otherwise than by will or operation of law.
- d. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
- e. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at the short period rate as per All India Fire Tariff ( Table given herebelow) for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation

## Table of Short Period Scales

Period of Risk(Not exceeding)	Premium to be retained (%of the Annual Rate)
15 days	10%
1 Month	15%
2 Months	30%
3 Months	40%
4 Months	50%
5 Months	60%
6 Months	70%
7 Months	75%
8 Months	80%
9 Months	85%
Exceeding 9 Months	Annual Premium.

- f (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
- a. A claim in writing for the loss or damage containing in particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
- b. Particulars of all other insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with.

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

- g. On the happening of loss or damage to any of the property insured by this policy, the Company may
- i) enter and take and keep possession of the building or premises where the loss or damage has happened
- ii) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
- iii) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same
- iv) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

- h. 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 any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the willful act or with the connivance of the Insured all benefits under this policy shall be forfeited.
- i. If the Company at its option, reinstates or replaces 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 elects to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and 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.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

- j. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition. This clause is subject to Clause C under basis of indemnity.
- k. 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.
- l. 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.

- m. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and the arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

- n. Every notice and other communication to the Company required by these conditions must be written or printed.
- o. At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the Company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the sum insured shall stand reduced by the amount of loss in case the Insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

## **SECTION II BURGLARY AND HOUSE BREAKING INCLUDING LARCENY OR THEFT**

### **1. Definition**

- a. "Contents" mean items of property in the Insured's house including items of property therein for which the Insured is accountable.
- b. "Burglary & Housebreaking" means theft involving entry into or exit from the Insured's house by forcible and violent means or following assault or violence or threat thereof, to the Insured or any of the members of Insured's family or any person residing lawfully in the Insured's house.

### **2. What is covered**

- a. The Company will indemnify the Insured in respect of loss or damage to contents, by burglary and housebreaking including larceny and theft.
- b. Damage to the Insured's house and/or safe resulting from burglary and/or housebreaking or any attempt thereat subject to a maximum of 5% of the sum insured under this Section.
- Provided however that no loss under clauses a) and b) hereinabove, shall together exceed the sum insured under this Section.

### **3. Sum Insured**

The basis of valuation in respect of contents shall be on reinstatement value or market value as defined under Section I of the policy, as opted by the Insured.

### **4. Basis of Indemnity**

- a. The indemnity shall be on the basis of reinstatement value or market value as opted by the Insured.
- b. In the event of property insured being damaged by any of the insured perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.
- c. If the property hereby insured shall, at the commencement of any destruction of or damage to the property by any of the insured perils 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 portion of the loss accordingly.
- Provided, however, that if the sum insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured, clause 3 of Basis of Indemnity under this Section shall not apply, notwithstanding anything to the contrary contained in the policy.

### **5. Special Exceptions**

The Company shall not be liable in respect of loss or damage :-



- a. by burglary and/or housebreaking or theft where any member of the Insured's family is concerned as principal or accessory.
- b. to livestock, motor vehicles and pedal cycles
- c. to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, shares and stock certificates, business books, manuscripts, documents of any kind, unset precious stones and jewellery and valuables, unless separately specified.

## SECTION III ALL RISKS (JEWELLERY AND VALUABLES)

### 1. What is covered

The Company will indemnify the Insured or any member of the family in respect of loss or damage to jewellery and valuables caused by accident or misfortune whilst anywhere in India. Provided that the liability of the Company in respect on any one item in any one period of insurance will not exceed the sum insured set against such item in the Schedule hereto and not exceeding in the aggregate the total sum insured hereby. Provided further that where damage to any item can be repaired the Company will pay expenses necessarily incurred to restore the damaged item to its former state of serviceability not exceeding the sum insured in respect of such item.

Notwithstanding anything to the contrary contained in this policy, the condition of average insofar as this Section is concerned shall not apply.

### 2. Special Exceptions

The Company shall not be liable in respect of loss or damage caused by or due to :-

- a. Cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or to china, marble, gramophone records and other articles of brittle or fragile nature unless such loss or damage arises from accident to a railway train or ship or aircraft or vehicle by which such property is being conveyed.
- b. Moth, mildew, carmine or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- c. Mechanical derangement or over winding of watches and clocks.
- d. Theft from car except from car of fully enclosed salon type having all the doors, windows and other openings securely locked and properly fastened.
- e. Whilst being conveyed by any carrier under contract of affreightment.

### 3. Special Conditions

- a. Where any item insured hereunder consists of articles in pair or set the Company's liability in respect thereof shall not exceed the value of any article which may be lost or damaged without reference to any special value which such article may have as part of such pair or set.
- b. No one article or pair of articles is deemed to be more than 10% of the sum insured under this Section unless separately specified and value stated.

## SECTION IV DOMESTIC MECHANICAL & ELECTRICAL APPLIANCES

### 1. What is covered

The Company will indemnify the Insured against unforeseen and sudden physical damage caused by and/or solely due to mechanical and/or electrical breakdown of domestic electrical and mechanical appliances, apparatuses or gadgets specified in the Schedule hereto whilst contained in or fixed in the Insured's house. Provided that the liability of the Company in respect of any one item in any one period of insurance will not exceed the sum insured set against such item in the Schedule.

### 2. Sum Insured

It is a requirement of this insurance that the sum insured in respect of each item specified in the Schedule shall be equal to the cost of replacement of the insured property by new property of the same kind and capacity (CNRV basis).

### 3. Basis of Indemnity

- a. In cases where damage to an insured item can be repaired, the Company will pay expense necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop, customs duties if any to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced except those with limited life but the value of any salvage will be taken into account.

If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) below.

- b. In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss including costs for ordinary freight erection and customs duties if any provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed but the salvage will be taken into account.

Any extra charges incurred for over time, night-work, work on public holidays, express freight are covered by this insurance only if especially agreed to in writing.

In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for cost of making any such drawing patterns or core boxes.

The cost of any alterations, improvements or overhauls shall not be recoverable under this Policy.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

If the sum Insured is less than the amount required to be insured as per item 2 hereinabove, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, by production of the necessary bills and documents, that the repairs have been effected or replacements have taken place, as the case may be.

#### 4. Special Exclusions

The Company shall not be liable in respect of loss or damage caused by or due to :-

- a. willful act or gross negligence of the Insured
- b. faults existing at the time of commencement of this insurance and known to the Insured, regardless of whether such faults, or defects were known to the Company or not
- c. any fault or defect for which the manufacturer or supplier of the damaged item is responsible
- d. deterioration of or wearing away or wearing out of any part of any machine caused by or naturally resulting from normal use or exposure.
- e. perils which are insurable under other Sections of the policy
- f. permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority of such item or by permanent or temporary dispossession of any building resulting from the unlawful occupation by the Insured of the building.

#### 5. Excess

Coverage under this Section is subject to an excess of 1 % of the sum insured for each item or Rs. 250/- whichever is higher, in respect of each and every claim for loss or damage admitted under the policy.

### SECTION V DOMESTIC ELECTRONIC APPLIANCES

#### 1. What is covered

The Company will indemnify the Insured against loss or damage to personal computers (including accessories and printer), other domestic electronic appliances and /or any electronic installation while contained or fixed in the Insured's house due to any cause other than those specifically excluded.

#### 2. Sum Insured

The sum insured in respect of each item for coverage under this Section shall be equal to the cost of replacement of such item by a new item of the same kind and capacity which shall mean its current new replacement cost (CNRV basis).

#### 3. Basis of Indemnity

- a) In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop customs duties and dues if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

- b) In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed, but the salvage will be taken into account.

Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this Insurance only if especially agreed to in writing.



In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

The cost of any alterations, improvements or overhauls shall not be recoverable under this policy.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

- c) In cases where the insured item is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model(similar type)of similar structure/configuration (of similar quality).i.e low, average or high capacity will be reimbursed.

If the sum insured is less than the amount required to be insured as per item no. 2 hereinabove, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, with necessary bills and documents, that the repairs have been effected or replacement have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the insured is unable to replace the damaged equipment for reasons beyond their control. In such cases, claims can be settled on "indemnity basis".

#### 4. Special Exclusions

- a. Damage caused by any faults or defects existing at the time of commencement of present insurance within the knowledge of Insured or his representatives whether such faults or defects were known to the Company or not.
- b. Willful act or negligence of the Insured or his representative.
- c. Loss arising out of cessation of work whether total or partial.
- d. Derangement of the insured property not accompanied by damage covered under this policy.
- e. Loss of or damage to the property covered under this policy falling under the terms of the Maintenance agreement. Such exclusions will also apply to parts exchanged in course of such maintenance operations.
- f. Damage due to defects of design material or workmanship or otherwise for which the manufacturer or supplier of the insured items is responsible either in law or under contract.
- g. Damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect.
- h. Loss due to mysterious disappearance and whilst left in unattended vehicles in respect of cellular phones, portable computers and other mobile equipment.
- i. Loss or damage to own/in-house developed software.

#### 5. Excess

Coverage under this Section is subject to an excess in respect of each and every claim for loss or damage admitted under the policy as specified below:

- a. In case of personal computers, 5% of the claim amount subject to a minimum of Rs.2,500/-.
- b. In case of equipments (other than personal computers) with values upto Rs. 1 lakh, 5% of the claim amount subject to a minimum of Rs. 1,000/-.
- c. In case of equipments (other than personal computers) with values more than Rs. 1 lakh, 5% of the claim amount subject to a minimum of Rs. 2,500/-.

### SECTION VI TV/VCR/VCP/DVD/VCD PLAYER

#### 1. What is covered

The Company will indemnify the Insured in respect of :-

- A) Loss of or damage to the television apparatus/VCR/VCP/DVD/VCD Player described in the Schedule hereto whilst contained or fixed in the insured premises by :-
- a) Fire, lightning, explosion of gas in domestic appliances.
  - b) Bursting and overflowing of water tanks, apparatus or pipes.
  - c) Aircraft or articles dropped there from.
  - d) Earthquake (fire and/or shock)
  - e) Flood, inundation, typhoon, storm, tempest, hurricane, tornado and cyclone.
  - f) Riot, strike, terrorism or malicious act.

- g) Burglary and/or house breaking or theft.
- h) Accidental external means.
- i) Mechanical or electrical breakdowns.

Provided that the liability of the Company in respect of such loss or damage in any one period of insurance is limited to the amount specified in the Schedule.

- B) This Section further covers damage to property belonging to or in the custody or control of the Insured caused by breakage or collapse of the antenna fittings or mast forming part of the Television Apparatus in so far as such property is not otherwise insured provided that the liability of the Company in respect of such damage in any one period of insurance is limited to Rs. 3,000/- (Rupees three thousand only)
- C) This Section also covers legal liability to pay compensation and litigation expenses incurred by the Insured with the Company's written consent in respect of accidental death of or bodily injury to any person other than a member of the Insured's family or a person in the Insured's service and or accidental damage to property not belonging to or in the custody or control of the Insured or any member or the Insured's family or person in the Insured's service arising out of accident happening through or in connection with the television set/VCR/VCP/DVD/VCD Player or to breakdown or defect in the Television Set / VCR/VCP/DVD/VCD Player or breaking or collapse of the internal fittings or mast forming part of the Television Set and the liability of the Company in respect of such compensation and litigation expenses in any one period of insurance is limited to Rs. 25,000/- (Rupees twenty five thousand only).

## 2. Special Exceptions

The Company shall not be liable in respect of loss or damage :

- a. to external antenna or fittings by theft unless the Television Apparatus itself is stolen at the same time
- b. caused by or arising out of or traceable to erection, repairing or dismantling of the Television Set / VCR / VCP / DVD / VCD Player
- c. for which the manufacturer or supplier of the Television Set / VCR / VCP / DVD / VCD Player is responsible
- d. liability assumed by the Insured by agreement unless such liability could have attached to the Insured notwithstanding such agreement.

## SECTION VII FIXED PLATE GLASS

### 1. Definition

Glass means fixed plain glass and mirrors in or on the Insured's house excluding painting, tinting, embossing or ornamental works on the glass.

### 2. What is covered

This Section covers loss or damage due to accidental breakage of

- a. Fixed plate glass,
- b. Frames or framework,
- c. Lettering consequent upon the breakage of glass.

### 3. Sum Insured

Sum insured shall be on reinstatement value.

### 4. Basis of indemnity

Basis of indemnity shall be on reinstatement value. If the sum insured is less than the replacement value of property then the Insured shall be considered his own insurer for the difference between sum insured and cost of replacement and accordingly shall bear a rateable proportion of the damage. Every item, if more than one, shall be separately subject to this clause.

The liability of the Company in respect of any one loss or all losses in any one period of insurance is limited to the sum insured set against each item of property in the Schedule hereto.

### 5. Special Exceptions

The Company shall not be liable in respect of :-

- 1. Breakage or damage during removal, alterations and/or repairs on or about the insured premises.
- 2. Breakage of lettering unaccompanied by breakage or damage of glass.
- 3. Breakage of or damage to frames or framework of any description unless specifically declared.
- 4. Disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass.
- 5. Embossed, silvered, lettered, ornamental, curved or any glass whatsoever other than glass which is plain and or ordinary glazing quality, unless the same be separately specified.

6. Breakage of glass not completely and securely fixed.
7. Loss or damage consequent upon interruption or delay of business or other loss, damage or injury arising from breakage of glass or during replacement thereof.

## SECTION VIII BAGGAGE

### 1. Definition

- a. "Baggage" shall mean and include personal articles and belongings necessary for the journey undertaken and articles or things acquired during the journey.
- b. Insured person means and includes Insured and or his family members who permanently reside with the Insured.

### 2. What is covered

The Company will indemnify the Insured and/or family members who permanently reside with him / her for personal baggage accompanying the Insured or family members and belonging to him / her or for which he / she is responsible whilst traveling anywhere in India, lost, destroyed or damaged by accident or misfortune provided that the liability of the Company in respect of the property so lost, destroyed or damaged shall be limited to its actual value at the time of happening of such loss but not exceeding in any one period of insurance the sum in respect of each of the several items specified in the Schedule hereto.

### 3. Special Exceptions

The Company shall not be liable in respect of :-

- a. Damage due to confiscation or detention by Customs or any other public authority.
- b. Damage not reported to Police within 24 hours of discovery of loss and a report obtained.
- c. Damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or china, marble, gramophone records and other articles of a brittle or fragile nature unless such loss or damage arises from accident to a vessel, train, vehicle or aircraft by which such property is conveyed.
- d. Damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- e. Damage to any electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included).
- f. Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
- g. Damage whilst being conveyed by any carrier under contract of affreightment.
- h. Loss or damage of money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
- i. Damage or destruction of articles of consumable nature.
- j. Loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on a voyage and/or journey or articles or clothes whilst being worn on the person or carried about.
- k. Damage or destruction caused by or arising from leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of a dangerous or damaging nature.

## SECTION IX PEDAL CYCLE

### 1. What is covered

- 1) The Company will indemnify the Insured in respect of loss or damage to Pedal Cycles described in the Schedule hereto, belonging to the Insured or any member of the Insured's family permanently residing with him by :-
  - a) Fire, lightning or external explosion.
  - b) Riot, strike, terrorism or malicious act.
  - c) Burglary and/or House breaking or theft.
  - d) Accidental external means.
  - e) Flood, cyclone, storm, tempest and other similar convulsions of nature and atmospheric disturbance.
  - f) Earthquake (fire and/or shock).

Provided that the liability of the Company in respect of loss or damage to anyone pedal cycle in any one period of insurance will not exceed the sum insured set against it in the Schedule.

- 2) The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation and litigation expenses incurred by the Insured with the Company's written consent for accidental death of or bodily injury to any person other than a member of the Insured's family or a person in the Insured's service or being conveyed on such cycle and/or accidental damage to property not belonging to or in the custody or control of the Insured or any member of the Insured's family or being conveyed on such cycle in the event of accident caused by or happening through or in connection with any Pedal Cycle insured provided that the liability of the Company in respect of such compensation and litigation expenses in any one period of insurance is limited to Rs. 10,000/- (Rupees Ten thousand only)

## 2. Special Exceptions

The Company shall not be liable in respect of loss or damage to the pedal cycle:-

- i) whilst it is being used for hire or reward or outside India
- ii) caused by over loading, strain or mechanical breakdown
- iii) to accessories by theft unless the Pedal Cycle is stolen at the same time
- iv) occurring whilst being used for racing.

## 3. Special Condition

The Pedal Cycle should be securely locked when left unattended.

## SECTION X PERSONAL ACCIDENT

### 1. Definition

“Insured Person” means and includes the Insured and any member of the Insured's family who permanently resides with the Insured and is between 12 and 70 years of age.

“Capital Sum Insured” (CSI) means the maximum liability of the Company under this Section.

### 2. What is covered

- a. This Section provides for compensation towards bodily injury, solely and directly, caused by accidental, violent, external and visible means resulting in death or disablement of the Insured Person within 12(twelve) calendar months of occurrence of such injury.
- b. It also provides for reimbursement, in the event of the death of the Insured Person due to injury caused, solely and directly, by accidental, violent, external and visible means outside his/her residence, of the expenses incurred for transportation of Insured Person's dead body to the place of residence subject to a maximum of Rs 2,500/-.
- c. It further provides for payment, in the event of death or permanent total disablement of the Insured Person caused, solely and directly, by accidental, violent, external and visible means, of compensation towards Education Fund for dependent children as below:
  - 1) If the Insured Person has one dependent child below the age of 23 years who is pursuing studies, an amount of Rs .5,000/-.
  - 2) If the Insured Person has more than one dependent child below the age of 23 years who are pursuing studies, an amount of Rs 10,000/-

Provided that the age limit of 23 years shall apply as on date of accident and not at the beginning of the policy year. Upon payment of additional premium of 20%, the policy can be extended to cover medical expenses upto 40% of the compensation payable in settlement of a valid claim under the policy or 20% of the sum insured, whichever is less.

### 3. Basis of settlement

Subject to the Capital Sum Insured (CSI) being the maximum liability of the Company under this Section, the Company shall pay to the Insured the sum or sums as set forth in the Table of Benefits below :

Table of Benefits	Percentage of Capital Sum Insured (CSI)
a. Death	100%
b. Total and irrecoverable loss of	
i) Sight of both eyes or of the actual loss by physical separation of two entire hands or two entire feet or one entire hand and one entire foot or of such loss of sight of one eye and such loss of one entire hand or one entire foot.	100%
ii) Use of two hands or of two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot.	100%

Table of Benefits	Percentage of Capital Sum Insured (CSI)
c. Total and irrecoverable loss of i) the sight of one eye or the actual loss by physical separation of one entire hand or one entire foot. ii) use of a hand or a foot without physical separation For the purpose of items 2 and 3 above, physical separation of a hand or foot shall mean separation at or above wrist and/or of the foot at or above ankle, respectively.	50 % 50 %
d. Permanent total and absolute disablement disabling the Insured Person from engaging in any employment or occupation of any description whatsoever.	100%
e. Total and irrecoverable loss of various parts as given below: Loss of toes - all Loss of toes great - both phalanges Loss of toes great - one phalanx Loss of toes other than great, if more than one toe lost: each Loss of hearing - both ears Loss of hearing - one ear Loss of four fingers and thumb of one hand Loss of four fingers Loss of thumb - both phalanges Loss of thumb one phalanx Loss of index finger three phalanges or two phalanges or one phalanx Loss of middle finger three phalanges or two phalanges or one phalanx Loss of ring finger three phalanges or two phalanges or one phalanx Loss of little finger three phalanges or two phalanges or one phalanx Loss of metacarpals first or second (additional) or third, fourth or fifth (additional) Any other permanent partial disablement	20% 5% 2% 1% 75% 30% 40% 35% 25% 10% 10% 6% 5% 4% 3% Percentage as assessed by a panel doctor of the Company
f. Temporary Total Disablement: If such injury shall be the sole and direct cause of temporary total disablement, then so long as the Insured Person shall be totally disabled from engaging in any employment or occupation of any description whatsoever, a sum at the rate of one percent (1%) of the Capital Sum Insured stated in the Schedule hereto per week, but in any case not exceeding Rs.5,000/- per week in all. Provided that compensation for temporary total disablement shall not be payable for more than 100 weeks in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed the Capital Sum Insured.	

Compensation payable under items (a), (b), (c) and (d) in the Table of Benefits under this Section, shall be increased by 5% in respect of each completed year during which the policy shall have been in force prior to the occurrence of an accident for which capital sum becomes payable but the amount of such increase shall not exceed 50% of the capital sum insured. This clause shall not in any way alter the annual character of the insurance nor the right of the Company to decline to renew or to cancel this policy. The earned cumulative bonus will not be lost if the policy is renewed within 30 days after its expiry.

B. Notwithstanding anything contained in the policy, the Company shall not be liable for compensation under more than one of the items (a) to (f) in the Table of Benefits under this Section, in the same period of disablement of the Insured Person.

#### 4. Special Exceptions

Provided always that the Company shall not be liable for :

- Any payment in case of more than one claim under the policy during any one period of insurance by which the maximum liability of the Company in that period would exceed the sum payable under item (a) of the Table of Benefits under this Section.
- Payment of compensation in respect of death, injury or disablement of the Insured Person (i) from intentional self injury, suicide or attempted suicide, (ii) whilst under the influence of intoxication, liquor or drugs, (iii) whilst engaging in aviation or whilst mounting into, dismounting from or travelling in any aircraft anywhere in the world (iv) directly or indirectly, caused by venereal diseases or insanity, (v) arising or resulting from the Insured Person committing any breach of law with criminal intent.
- Death or disablement resulting directly or indirectly, caused by, contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.

## SECTION XI (A & B) LEGAL LIABILITY

The Company will indemnify the Insured in respect of sums which the Insured shall become legally liable to pay (subject to the sum set in the Schedule).

### Sub-section XI A - Towards Employees (domestic servants)

This Sub-section covers Insured's legal liability to domestic servants under Fatal Accidents Act, 1855, Workmen's Compensation Act, 1923 or any amendments thereto and in Common Law to pay compensation in respect of accidental death or injury sustained during the currency of the policy arising out of and in the course of employment in India with the Insured. In addition to compensation as stated above, the Company will also pay claimant's cost, fees and expenses and defence costs incurred with its consent in defending a claim.

### Sub-section XI B - Towards Third Parties :

#### 1. Definition

This Sub-section covers Insured's legal liability to pay compensation including claimant's costs, fees and expenses incurred with the consent of the Company, anywhere in India, in accordance with Indian Law. The liability of the Company under this Sub-section in respect of compensation and litigation expenses is limited to the sum specified in the Schedule hereto for any one accident and for all accidents during any one period of insurance.

The indemnity under this Sub-section only applies to compensation and litigation expenses incurred by the Insured with the Company's written consent in respect of accidental death of or bodily injury to any person other than a person in the Insured's service and/or accidental damage to property caused by or through the fault or negligence of the Insured or of any member of the Insured's family or household permanently residing with the Insured.

#### Special Exceptions

The Company shall not liable in respect of :

- a. Any compensation for death of or bodily injury to any member of the Insured's family or damage to property belonging to or in the custody or the control of the Insured or any member of the Insured's family.
- b. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
- c. Accidents, directly or indirectly, caused by, traceable to or arising out of the ownership, possession or the custody by or on behalf of the Insured of animals, vehicles, aircraft, ship, boats or crafts of any kind.

## GENERAL CONDITIONS (applicable only to Sections II to XI of this Policy)

#### 1. Notice :

Every notice and communication to the Company required by this policy shall be in writing and be addressed to the nearest office of the Company.

#### 2. Duty of disclosure :

This policy shall be void and all premium paid shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material particulars.

#### 3. Reasonable Care :

The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage.

#### 4. Alteration of risk :

All cover under this Policy shall cease if any alteration be made whereby the risk of damage or injury is increased unless such alteration be agreed to by the Company in writing.

#### 5. Cancellation :

The Company may at any time, cancel this policy, by giving 7 days notice in writing by Regd. A/D. to the Insured at his last known address in which case the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance.

The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this policy, in which case Company shall retain premium for the period this policy has been in force at the Company's short period scales (Table given herebelow), provided no claim has occurred up to the date of cancellation of this policy.



## Table of Short Period Scales

Period of Risk(Not exceeding)	Premium to be retained (%of the Annual Rate)
1 Week	10%
1 Month	25%
2 Months	35%
3 Months	50%
4 Months	60%
6 Months	75%
8 Months	85%
Exceeding 8 Months	Full Annual Premium.

### 6. Claims Procedure :

- (i) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this policy :
- In the event of theft lodge forthwith a complaint with the Police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.
  - Give immediate notice thereof to the Company and shall within fourteen (14) days thereafter furnish to the Company at his own expense detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.
  - Tender to the Company all reasonable information, assistance and proof in connection with any claim.
- (ii) If the Insured Person shall sustain any bodily injury in respect of which a claim is or may be made hereunder prompt written notice thereof shall be given to the Company as soon as possible but in any event within fourteen days of the date of injury. If the Insured Person shall die, notice of death shall be given by the legal representative(s) forthwith. All certificates, information and evidence whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expense of the Insured or his legal representatives and shall be in such form and of such nature as the Company may prescribe. The Insured Person must immediately after the occurrence of any accident which may be the subject of a claim hereunder obtain medical treatment failing which the Company will not be liable for any consequence thereof.
- (iii) The Insured shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any expenses in making good any claim without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.

### 7. Contribution :

If at the time of happening of any loss or damage covered by this policy there shall be existing any other insurance covering the same property insured, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. However, this condition shall not have any effect on Section X-Personal Accident of the policy.

### 8. 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 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.

### 9. Fraud :

If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or by any one acting on the Insured's behalf to obtain any benefit under this policy, all benefits under the policy shall be forfeited.

### 10. Indemnity :

The Company may at its option reinstate, replace or repair the property or premises 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 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 occurrence of such loss or damage not more than the sum insured thereon.

11. Average :

If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the sum insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the policy shall be separately subject to this condition.

12. Reinstatement of sum insured (applicable to Sections II, IV, V, VI, VII and IX) :

Immediately upon the happening of any loss or damage as described in the Policy, total sum insured upon 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 Company's liability in respect of any further loss or damage occurring during the current period of insurance unless the Company consents, upon receipt of additional premium to reinstate the full sum insured.

13. Arbitration :

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and the arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

The Company agrees and undertakes to indemnify the Insured against any loss of or damage to property or any part thereof suffered by the Insured not exceeding the sum insured stated against each item or total sum insured stated in the Schedule, as the case may be, under this policy provided the Company is bound and liable to indemnify the Insured in accordance with the terms and conditions of this policy only and only if the Insured makes a demand or claim on the Company in writing within 12 (twelve) months of the occurrence of any event giving rise to a claim hereunder.

14. Observation of Terms and Conditions : The due observance and fulfillment of the terms, conditions and endorsements of this policy insofar as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this policy.

**General Exceptions (applicable only to Sections II to XI of this Policy)**

These Sections II to XI of this Policy do not cover:

1. Loss, damage, liability or expenses, whether direct or indirect occasioned by happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection military or usurped power or civil commotion or loot or pillage in connection therewith.
2. Loss or damage caused by depreciation or wear and tear.
3. Consequential loss of any kind or description.
  - a) Loss or damage, directly or indirectly, caused by or arising from or in consequence of or contributed to by nuclear weapons material.
  - b) Loss or damage, directly or indirectly, caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For this purpose only combustion shall include any self-sustaining process of nuclear fission.