

# **HOMESecure (HOUSEHOLDERS) POLICY**

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## GENERAL DEFINITIONS

In this policy certain words or terms have the specific meanings set out below wherever they appear *italicised* and in Initial Capitals. Where *We* have used the singular person this shall also include the plural and the male gender shall also include the female gender, where the context so admits.

*Accident* and *Accidental* means a sudden, unforeseen, and unexpected physical event beyond *Your* control caused by external, visible and violent means.

*Benefit Sum Insured* means and denotes the amount of cover available under each Benefit as stated in the *Schedule* (and, where appropriate, as more particularly described and limited per item insured in any annexure to the *Schedule*). This is the maximum amount that *We* will pay for each and every claim and in all under that Benefit, subject always to the *Sum Insured*.

*Break-in* means to enter someone's property illegally by actual force or violence of which there shall be visible marks made at the place of such entry by electricity or chemicals as well as by tools or explosives, usually with the intent to steal or commit a violent act.

*Building* means *Your Home*, built of brick, stone or concrete, roofed with incombustible material ( unless otherwise stated in the *Schedule*), including any domestic garages and outbuildings, swimming pools, terraces, patios, drives, footpaths, gates, and any other permanent fixtures and fittings situated as stated in the *Schedule*.

*Business* or *Business Purposes* means any full or part time, permanent or temporary, activity undertaken with a view to profit or gain.

*Burglary* means an act involving the unauthorised entry to or exit from *Your Home* or attempt thereof by unexpected, forcible, visible and violent means, with the intent to commit an act of *Theft*.

*Contents* means the following not used for *Business* or *Business Purposes*, so long as they are owned by *You* and/or *Your Family* and/or *You* or *Your Family* are legally responsible for them:

- 1) Household goods, such as furnitures, fixtures, fittings, home appliances, interior decorations and items of like nature.
- 2) Personal Effects such as clothes and other articles of personal nature likely to be worn, used or carried including *Personal Money*, *Jewellery* and *Valuables*( up to the limit shown in the *Schedule*)

*Cheque(s)* means any bank draft drawn against deposited funds to pay a specific sum to a specified payee on demand other than drafts with a stamped signature.

*Domestic Staff* means any person employed by *You* solely to carry out domestic duties associated with *Your Home*, but does not include any person employed in any capacity in connection with any *Business*, trade or profession.

*Family, Them or They* means *You, Your spouse, Your children, Your parents,* and any other persons who:

- 1) are and continue to be normally resident with *You,* and
- 2) not paying a commercial rent

*Fungi* means any type or form of fungus, including but not limited to, all forms of mold or mildew, and any mycotoxins, spores, scents, vapour, gas, or substance, including any byproducts, produced or released by *Fungi.*

*Home* means *Buildings* as shown in the *Schedule* which is used or occupied solely for domestic purposes by *You* and/or *Your Family* and/or *Your Domestic Staff* whether owned by *You* or *Your Family* or otherwise.

*Jewellery* means articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals.

*Kutchra Construction* means *Buildings* having walls and/or roofs of wooden planks, thatched leaves, grass, bamboo, plastic, cloth, asphalt, canvas, tarpaulin or the like.

*Larceny* means unlawful taking and carrying away of *Contents* belonging to *You* and/or *Your Family* with the purpose of depriving *You* and/or *Your Family* of its possession permanently.

*Lost or Stolen* means having been inadvertently lost or having been stolen by a third party without *Your* assistance, consent or co-operation.

*Market Value* means the value at which property insured could be replaced with one of the same kind, type, age and condition.

*Minimum Premium* means the amount of Rs.100/-.

*Period of Insurance* means the period of time stated in the *Schedule* for which the *Policy* is valid and operative.

*Personal Money* means currency, coins and bank notes in current use and having a face value.

*Personal Papers* means identification documents issued by *Your* country, state including but not limited to *Your* driver's license and passport

*Policy* means *Your* proposal, the *Schedule, Our* covering letter to *You,* insuring clauses that are appearing in each applicable Benefit, definitions, exclusions, conditions and other terms contained herein and any endorsement attaching to or forming part hereof, either at inception or during the *Period of Insurance.*

*Public Authority* means any governmental, quasi-governmental organisation or any statutory body or duly authorised organisation with the power to enforce laws, exact obedience, command, determine or judge.

*Relative* means *Your* legally married spouse, parent, step-parent, parent in-law, grandparent, child, stepchild, legally adopted child, grandchild, brother, brother in-law, sister, sister in-law, son in-law, daughter in-law, uncle, aunt, niece, nephew, and first cousin

*Replacement cost* means the value at which property insured could be replaced with new property of the same kind, type and specification and includes wherever applicable freight, custom duty, dismantling and re-erection cost and any other relevant charges, if included in the *Sum Insured*.

*Robbery* means the unlawful taking of money or other property from *Your* care and custody by one who has caused or threatened you with bodily harm and has committed an illegal or violent act

*Schedule* means the sheet/s containing the description of items insured, as stated in the *Policy* and any annexure attached to and forming part of this *Policy*.

*Short Period Rates* means:

	For a period not exceeding 15 days	10% of the annual rate		
„	„	„	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% „ „
	For a period exceeding	9 months	The full annual rate.	

*Sum Insured* means the amount stated in the *Schedule*, which is the most that *We* will pay during the *Period of Insurance*.

*Theft* means an act of directly or indirectly and illegally permanently depriving *You* and/or *Your Family* of the possession of the *Contents* by any person by violent or forceful means or otherwise.

*Total loss* means if the cost of replacement, repair, reinstatement, renewal or refurbishment of any item is equal to or exceeds the value of the lost or damaged item immediately before the occurrence of the loss or damage.

*Unoccupied* means *Your Home* that remains unoccupied by *You* and/or *Your Family* for more than thirty (30) consecutive days.

*Valuables* mean bullion, stamp, coin or medal collections, curios, painting, work of arts, sculptures, articles of gold, silver or other precious metals and stones, *Jewellery*, fur, manuscripts and items of similar nature.

*Vehicle* means *Your* car, truck, jeep, motorcycle, recreational vehicle, or camper.

*We* or *Us* or *Our* means the Tata AIG General Insurance Company Limited.

*You*, *Your* or *Yourself* means the person named in the *Schedule* as the policy holder.

## GENERAL CONDITIONS

These terms and conditions have general application to this *Policy* as a whole. Please note that each Benefit may have additional terms and conditions that are specific to that Benefit, and these additional terms and conditions will be listed within the Benefit under the heading “Special Conditions” which would apply in addition to the General Conditions stated herein.

### 1 Reasonable Care

All reasonable steps, safeguards and precautions to avoid any loss or damage that might result in a claim under this *Policy* or otherwise must be taken by *You* and/or *Your Family* and/or *Your Domestic Staff*, and *You* and/or *Your Family* shall exercise reasonable care in employing *Domestic Staff* or other employees or contractors to work in *Your Home* .

### 2 Adequacy of Sum Insured

*You* must at all times keep the *Sum Insured* at a level, which represents the full value of any property, insured under this *Policy*, which means in relation to any:

- a) Benefit: *Burglary, Fire & Special Perils - Contents* - the *Replacement cost*.

### 3 Your duties after a loss

If an event occurs that may give rise to a claim under this *Policy*, or there are circumstances that are likely to give rise to a claim, *You* must:

- a) Inform *Us* immediately through telephone/fax/email/SMS/registered post within 7 days from the occurrence of the loss or the event giving rise to the claim.
- b) Provide *Us* with all relevant information, documentation and details of items lost, damaged or destroyed alongwith their values, and also any other assistance that *We* may reasonably require to enable *Us* or independent surveyors or *Our* representatives to investigate any claim and/or to establish to *Our* reasonable satisfaction that a loss of the amount stated has occurred under this *Policy*. Specifically in the case of the notification of a circumstance likely to give rise to a claim, *You* shall also give *Us* reasons for the anticipation of a claim with full particulars including dates and the persons involved.
- c) Preserve any damaged property so that it may, at *Our* discretion, be inspected and examined by independent surveyors or *Our* representatives.
- d) In case of actual or attempted *Burglary* or *Theft*, *You* must in addition to a), b) and c) above:
  - i) immediately lodge a written complaint with the police listing out the items with values that were lost, damaged or destroyed and that *You* intend to claim for and forward a copy of that written complaint, the First Information Report and/or Final Report to *Us*, and
  - ii) take all practicable steps to apprehend the guilty persons and to recover any property Lost, and

- iii) protect the remaining property from further damage as per General Condition 1 above, and
  - iv) within 7 days supply Us with an inventory of damaged or stolen property detailing the quantity, age, description, actual replacement value and amount of loss claimed for in respect of each item, along with all documentation required to support and substantiate *Your* claim.
- e) In case the event or circumstance to be notified involves any form of legal process, *You* must in addition to a), b), c) and d) above:
- i) immediately send *Us* every written notice or information of any verbal notice of a claim, and
  - ii) immediately send *Us* any writ, summons, or other legal process issued or commenced against *You*, and
  - iii) permit *Us* to take over the control and conduct of the defence, pursuit or settlement of any claim and provide *Us* or *Our* representatives with such cooperation and assistance as may be required for that purpose, and
  - iv) not, without *Our* prior written consent, incur any costs, admit liability for or attempt to settle, make any admission, offer any payment or otherwise assume any contractual obligation with respect to any legal action or threat of legal action.
  - v) provide *Us* with the names and addresses of any known persons injured and any available witnesses
  - vi) provide *Us* with any legal documents and other documents which will help *Us* defend any insured person and
  - vii) assist and cooperate with *Us* in the conduct of the defence by helping *Us*
    1. to make settlement
    2. to enforce any right of contribution or indemnity against any person or organisation who may be liable to an insured person
    3. to attend hearings and trials
    4. to secure and give evidence and obtain the attendance of witnesses
  - viii) Notify the credit card, bank card or card issuing company in case of loss under credit card cover

#### 4 Basis of Loss Settlement

If *You* make a claim under this *Policy* that *We* accept for payment, then the basis upon which *We* shall calculate the payment due to *You* and make payment shall be as follows:

- a) In the event of a *Total Loss* of a covered item, *We* will pay *You* the *Replacement cost* of the item (or, if not readily available, then an item of equivalent but not better quality) , less salvage value but limited nevertheless to the *Benefit Sum Insured* or the limit as stated in the *Schedule*. In case property is not replaced or reinstated then *We* will pay the amount of damage after due allowance for wear and tear and depreciation but limited nevertheless to the *Benefit Sum Insured* or the limit as stated in the *Schedule*.
- b) In the case of damage (partial loss) to a covered item:

If it is reasonably capable of repair, reinstatement, renewal or refurbishment then *Our* payment to *You* will reflect *Your* reasonable costs of restoring by such means the damaged item to its condition immediately prior to the event that gave rise to the claim under this *Policy* without any allowance for wear and tear and depreciation involving replacement of parts except those with limited life, less salvage value of replaced item/part but limited nevertheless to the *Benefit Sum Insured* or the limit as stated in the *Schedule*.

## Special Provisions

1. This Memorandum shall be without force or effect if
  - a) *We* will only pay *You* in India and in Indian Rupees subject to *Your* having established to *Our* reasonable satisfaction that the replacement, reinstatement, repair, renewal or refurbishment has been effected by *You*.
  - b) *We* shall not make any payment for the cost of any enhancements, alterations, additions and/or improvements.
  - c) *We* shall not make any payment for more than 20% of the *Benefit Sum Insured* of “Benefit: Fire” or “Benefit: Burglary & Theft” (if opted on first loss basis and item wise value not declared)” in respect of any one item unless specifically declared by *You* in *Your* Proposal and accepted by *Us*.
  - d) If at the time of the happening of any event that gives rise to a claim under this *Policy* the *Benefit Sum Insured* in this *Policy* is less than 85% of the full value of the property, as provided for under General Condition 2, then the amount of any payment that *We* are obliged to make, shall be reduced by a sum equal to a rateable proportion of the loss or damage sustained. Under no circumstances will *Our* liability to make payment exceed the *Benefit Sum Insured* relating to the Benefit under which the claim has been preferred. Every item, if more than one, of the *Policy* shall be separately subject to this condition.
  - e) If *You* have any other insurance(s) that would cover a claim under this *Policy*, or would cover that claim but for the existence of this *Policy*, then *Our* payment to *You* will represent a rateable proportion of the claim.
  - f) Under no circumstances will *Our* liability to make payment exceed the *Benefit Sum Insured* under any particular Benefit per claim and in the aggregate.

## 5 Change in Circumstances

*We* have granted cover in reliance on the information that *You* have provided in *Your* proposal, which is the basis of this contract and shall be considered incorporated into it. Accordingly, *You* must notify *Us*, immediately, of any change in the information contained in *Your* proposal or any other material change in *Your* circumstances, including but not limited to, the following:

- a) Change of address.
- b) Structural alteration to *Your Home*.
- c) Expectation or knowledge that *Your Home* will be *Unoccupied*.



- d) Act of insolvency on *Your* part or that of *Your Family*.
- e) Any police caution for or charge in respect of any offence under, other than a driving offence.

This *Policy* will not respond to any claim unless prior written notice (duly acknowledged by *Us*) of any material change has been given to *Us* and *You* have paid *Us* any additional premium due, if any.

## 6 **Fraud**

If *You* or anyone acting on *Your* behalf put forward any claim under this *Policy* knowing the same to be false or fraudulent, as regards amount or otherwise, this *Policy* shall be void in its entirety and be of no effect whatsoever and all claims that *You* may have made for an indemnity under it shall be forfeited.

## 7 **Cancellation**

- a) *You* may cancel this *Policy*, if *You* decide not to accept the *Policy* by returning the same within 7 days of receipt. *We* shall then refund full premium after retaining Rs.100 as administrative expense.
- b) *You* may cancel this *Policy* by giving *Us* 15 days written notice and *We* shall then refund a portion of the premium on *Short Period Rates* for the remaining *Period of Insurance*, subject to *Our* retention of the *Minimum Premium*. However, if *You* have made any claim on this *Policy* before the cancellation date then no refund of premium will be given.
- c) *We* may cancel this *Policy* by giving *You* 15 days written notice and *We* shall then refund a pro-rata portion of the premium for the remaining *Period of Insurance* unless *You* have made any claim under this *Policy*, in which case no refund of premium will be due to *You*.
- d) *We* will pay any refund due as soon as practicable, but this is not a condition precedent to the effectiveness of cancellation.

## 8 **Dispute Resolution**

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 *You* and *Us* jointly. If there is no agreement upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

## 9 **Compliance with Terms and Conditions**

*Your* and/or *Your Family's* and/or *Your Domestic Staff's* compliance with the terms and conditions of this *Policy*, in so far as these require anything to be done by *You* and/or by *Them* or complied with by

*You* and/or *Them*, is a condition precedent to *Our* liability. In the event of any breach, *We* may repudiate any liability for *Your* claim.

## 10 **Your Special Rights & Duties**

*You* shall represent all persons insured under this *Policy* as to:

- a) The giving and receiving of any notice of cancellation.
- b) The receipt of any endorsements to this *Policy*.
- c) The payment of premium and receipt of return premium.
- d) The acceptance of any other notices or communications under or in respect of this *Policy*.

## 11. **This Policy does not cover**

Any consequential loss or loss, destruction, damage due to:

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war rebellion, revolution insurrection mutiny, military, or usurped power, seizure, capture, arrests, restraints and detentions of all kings, princes and people of whatever nation, condition or quality what so ever;
2. Ionising radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion (including any self sustaining process of nuclear fission)of nuclear fuel;
3. Nuclear weapons material;
4. Wilful act by *You*, *Your Family*, *Domestic Staff*.
5. “*Fungi*” ,Wet or Dry Rot, or Bacteria, meaning the presence, growth, proliferation, spread or any activity of “*Fungi*”, wet or dry rot or bacteria. Whenever “*Fungi*”, wet or dry rot,or bacteria occur, the *Fungi*, wet or dry rot, or bacteria and any resulting loss is always excluded under this *Policy*, however caused. In addition, there is no coverage to test for, monitor, clean up, remove, remediate, contain, treat, de-toxify, neutralize, or in any way respond to, or assess the effects of, “*Fungi*”, wet or dry rot, or bacteria.”
6. Consequential loss  
Consequential loss of any kind or description.
7. Existing damage  
Any loss, damage, *Accident*, injury occurring before cover commences under the *Policy*.
8. Terrorism:

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.

## **BENEFIT: FIRE AND SPECIAL PERILS**

What *We* will Cover

*We* will pay you for the loss or damage to the *Contents* described in the *Schedule* by the perils specified herein below unless an exclusion applies.

### **I. Fire**

Excluding destruction or damage caused to the property insured by

(a) (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 or damage)

g) to the boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus ( in which steam is generated) or their *Contents* resulting from their own explosion/implosion,

h) 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, Malicious and Terrorism 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. *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.

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 volcanic eruption or other convulsions of nature.

## **VII Impact Damage**

Loss of 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 directly 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 loss, 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.

### **XIII Earthquake (Fire & Shock)**

Loss or damage (including loss or damage by fire) to any of the property insured by this *Policy* occasioned by or 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 by virtue of this endorsement.

### **Onus of proof**

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.

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 therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

### **What We Will not Cover**

This *Policy* does not cover

1. First Rs.250/- in respect of each and every claim.
2. 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, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.

3. Loss, destruction or damage directly or indirectly caused to the property insured by
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
4. 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
5. Loss, destruction or damage to bullion or unset precious stones, curios or works of art for an amount exceeding Rs. 10000/-, 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*.
6. 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.
7. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
8. Loss by *Theft* during or after occurrence of any insured peril except a provided under Riot, Strike and Malicious Damage cover.
9. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to volcanic eruption or other convulsions of nature.
10. 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.

## **GENERAL CONDITIONS**

1. THIS *POLICY* shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
2. All insurances under this *Policy* 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.

3. 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: -

a) 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.

b) If the *Building* insured or containing the insured property becomes *Unoccupied* and so remains for a period of more than 30 days.

c) If the interest in the property passes from the insured otherwise than by will or operation of law.

4. 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.

5. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary *Short period rate* 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.

6. (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 as 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 fire 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 Conditions have been complied with.

(ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiration 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.

7. On the happening of loss or damage to any of the property insured by this *Policy*, the Company may

a) enter and take and keep possession of the *building* or premises where the loss or damage has happened.

b) 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.

c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.

d) 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.

8. 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.

9. 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.

10. 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.

11. 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.

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

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as 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.

13. Every notice and other communication to the Company required by these conditions must be written or printed.

14. 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.

**First Loss cover for Contents:**

First loss limit (expressed as % of total value of *Contents* declared for insurance) will be as specified in the *Schedule* and shall be deemed as *Benefit Sum Insured*.

General Condition 4) g) shall not apply to this benefit and “Condition of partial average” as below shall apply.

Condition of partial average:

It is hereby declared and agreed that this *Policy* is issued as the First Loss Insurance up to % of the insured’s total value of *Contents* (100%) as limit in the schedule attached and forming part of the policy.

It is further declared and agreed that in the event of the total value of contents at risk at the time of loss be greater by more than 15% of the total value declared for the purpose of this insurance and incorporated in the schedule, the insured shall be considered as being his own insurer, for the difference, and shall bear rateable share of the loss accordingly. Every item, if more than one, of the policy, shall be separately subject to this condition.

Subject otherwise to terms, conditions and exceptions of the policy.

## **BENEFIT: BURGLARY & THEFT**

### **1) What We Will Cover**

We will pay *You* for the loss and damage caused by *Burglary* or *Theft* including *Larceny* and/or attempted *Burglary* or *Theft* including *Larceny* to:

- a) *Your Home* subject to a maximum payment of 10% of the *Benefit Sum Insured* or Rs.5,000/- whichever is less, and/or
- b) the *Contents* of *Your Home* up to the *Benefit Sum Insured*, and/or
- c) Newly purchased *Contents* i.e. purchased after commencement of *Policy*, subject to maximum payment of 10% of the *Benefit Sum Insured* or Rs. 50,000, whichever is less, duly supported by original purchase invoice/bill, and/or
- d) *Contents* that *You* have placed in safe custody during *Your* temporary absence from *Your Home* as long as the placement of such *Contents* does not exceed a total of 120 days in any one *Period of Insurance*, subject to a maximum payment of 10% of the *Benefit Sum Insured* or Rs.10,000/- whichever is less, and/or,
- e) *Contents* that have been removed to private residential accommodation (not being *Your Home*) that is being occupied by *You* and/or *Your Family* for a period not exceeding 30 consecutive days in any one *Period of Insurance*, subject to a maximum payment of 10% of the *Benefit Sum Insured* or Rs.10, 000/- whichever is less, and/or.
- f) *Personal Money* not exceeding 1% of *Benefit Sum Insured* or Rs.10,000 whichever is less.

### **2) What We Will Not Cover**

We will not make payment to *You* under this Benefit:

- a) If the loss or damage occurs while *Your Home* is *Unoccupied* unless informed to the Company at the time of applying for insurance or prior to *Home* being *Unoccupied* signified by an endorsement on the *Policy* by or on behalf of the Company
- b) If *You* and/or *Your Family* and/or *Your Domestic Staff* are directly and / or indirectly in any way involved in or concerned with the actual or attempted *Burglary*, *Theft* and *Larceny*
- c) In respect of any *Kutchra Construction*.
- d) For any loss or damage to livestock, motor *Vehicles*, pedal cycles, *Personal Money*, securities for money, stamp, bullion, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, business books, manuscripts, documents of any kind, unset precious stones, *Jewellery*, *Valuables*, ATM or credit cards (unless previously specifically declared to and accepted by *Us* and / or as provided in the *Policy Schedule*).

- e) For the first Rs 250 of each and every claim under this Benefit excluding claim for *Personal Money, Jewellery and Valuables*. In case of claim for *Personal Money, Jewellery and Valuables* first Rs. 1000.
- f) Under and for any interest in the property insured which has come into existence subsequent to this *Policy* having come into effect in excess of what is provided under item “c” of “What We will cover”.
- g) For loss or damage to *Personal Money, Jewellery and valuables* due to *Larceny*.
- h) For any loss or damage caused by use of the key to the insured premises or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.

**Special provision:** Newly purchased *Contents* as mentioned in Para “c” of “What We will Cover” will also be covered under Benefit – “Fire and Special perils”.

**Additional benefits:**

**1. Reproduction cost of Documents, Deeds:**

We will reimburse the cost of reproducing documents, deeds such as passport, driving license, title deeds, plans or any other personal identification documents up to Rs. 10,000 during *Period of Insurance* which are damaged or lost due to *Accident* or misfortune including any other related out of pocket expenses supported by bills.

**2. Property of domestic employees and guests:**

We will pay up to Rs. 25,000 during *Period of insurance* to cover the personal belongings of *Your Domestic Staff and guests* while it is on the insured premises excluding *Jewellery, Personal money* or any other *Valuable* items damaged due to perils covered under Benefit: Fire and Special Perils and Benefit: Burglary and Theft.

**First Loss basis:**

Option I: (when total value of *Contents* is not declared)

General Condition 4) g) shall not apply to this Benefit.

Option II: (where total value of *Contents* is declared)

First loss limit (expressed as % of total value of *Contents* declared for insurance) will be as specified in the *Schedule* and shall be deemed as *Benefit Sum Insured*.

General Condition 4) g) shall not apply to this benefit and “Condition of partial average” as below shall apply.

Condition of partial average:

It is hereby declared and agreed that this *Policy* is issued as the First Loss Insurance upto       % of the insured's total value of *Contents* (100%) as limit in the schedule attached and forming part of the policy.

It is further declared and agreed that in the event of the total value of contents at risk at the time of loss be greater by more than 15% of the total value declared for the purpose of this insurance and incorporated in the schedule, the insured shall be considered as being his own insurer, for the difference, and shall bear rateable share of the loss accordingly. Every item, if more than one, of the policy, shall be separately subject to this condition.  
Subject otherwise to terms, conditions and exceptions of the policy.

## **CUSTOMER SERVICE AND GRIEVANCE PROCEDURE:**

*We* are committed to and constantly endeavour to give excellent service to all *Our* customers but *We* recognize that things do go wrong occasionally. In an unlikely event that *You* are not satisfied with the way in which *We* have dealt with you, as part of *Our* commitment to excellent customer service, *We* have an internal grievance resolution process in place to deal with any complaint *You* may have.

*We* have a 24/7 help line for addressing customer queries and grievances. The contact details of *Our* helpline are as under.

Toll Free: 1 800 11 99 66 ( from a BSNL/ MTNL landline)

Tolled No: 022 6693 9500

Email: customersupport@tata-aig.com

Website : www.tata-aiggeneral.com

You may also send a letter to *Our* Customer Support department, or visit *Our* Branch operations managers at any of *Our* branches across the country.

Our customer service executives are equipped to address queries and attend to *Your* grievances. *Our* executives will help *You* in any way they can and most of *Your* concerns can be resolved quickly. If they are unable to satisfy *You* or there are matters which require more detailed enquiries, they will refer the matter to the appropriate authority who will immediately deal with the matter. In such a scenario, *We* will contact *You* with an update and give *You* an expected date of response/resolution.

After investigating the matter internally and subsequent closure, *We* will send *Our* response within a period of 10 days from the date of receipt of the complaint. In case the resolution is likely to take a longer time, *We* will inform *You* of the same through an interim reply. This will be *Our* first level of grievance redressal process.

### Escalation Level 1

For lack of a response, or if the resolution does not meet *Your* expectations, *You* can write to Manager - Customer Support by clicking here: [Manager.Customersupport@tata-aig.com](mailto:Manager.Customersupport@tata-aig.com). After investigating the matter internally and subsequent closure, *We* will send *Our* response within a period of 8 days from the date of receipt at this email id.

### Escalation Level 2

For lack of a response, or if the resolution still does not meet *Your* expectations, *You* can write to the Head - Customer Services by mailing to this id: [Head.customerservices@tata-aig.com](mailto:Head.customerservices@tata-aig.com). After examining the matter, *We* will send *You* *Our* final response within a period of 7 days from the date of receipt of *Your* complaint on this email id.

If *You* still do not agree with *Our* final decision, you may approach the insurance ombudsman. This is an independent body which will investigate the matter and make its decision. Details of office of Insurance Ombudsman is as listed below.

OFFICE OF THE OMBUDSMAN	NAME OF THE OMBUDSMAN	CONTACT DETAILS	AREAS OF JURISDICTION
AHMEDABAD	Shri Amitabh	Insurance Ombudsman Office of the Insurance Ombudsman 2 nd floor, Ambica House Nr. C.U.Shah College 5, Navyug Colony, Ashram Road, <b>AHMEDABAD – 380 014</b> Tel.079- 27546150 Fax:079-27546142 E-mail: insombahd@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Shri N.A.Khan	Insurance Ombudsman Office of the Insurance Ombudsman Janak Vihar Complex, 2 nd floor Malviya Nagar, <b>BHOPAL</b>  Tel. 0755-2769201/02 Fax:0755-2769203 E-mail: bimalokpalbhopal@airtelbroadband.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Shri S.K.Dhal	Insurance Ombudsman Office of the Insurance Ombudsman 62, Forest Park <b>BHUBANESHWAR – 751 009</b> Tel.0674-2596461(Direct) Secretary No.:0674-2596455 Tele Fax - 0674-2596429 E-mail: ioobbsr@dataone.in	Orissa
CHANDIGARH	Shri K.M.Chadha	Insurance Ombudsman Office of the Insurance Ombudsman S.C.O. No.101, 102 & 103 2 nd floor, Batra Building Sector 17-D , <b>CHANDIGARH – 160 017</b> Tel.: 0172-2706196 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Shri	Insurance Ombudsman Office	Tamil Nadu, UT–



	K.Sridhar	of the Insurance Ombudsman Fatima Akhtar Court , 4 th floor, 453 (old 312) Anna Salai, Teynampet, <b>CHENNAI – 600 018</b> Tel. 044-24333678 Fax: 044-24333664 E-mail: insombud@md4.vsnl.net.in	Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
NEW DELHI	Sri P.K.Mishra	Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road <b>NEW DELHI – 110 002</b> Tel. 011-23239611 Fax: 011-23230858 E-mail: iobdelraj@rediffmail.com	Delhi & Rajashthan
GUWAHATI	Shri Sarat Chandra Sarma	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5 th floor Nr. Panbazar Overbridge , S.S. Road <b>GUWAHATI – 781 001</b> Tel. : 0361-2131307 Fax:0361- 2732937 E-mail: omb_ghy@sify.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Shri P.A.Chowdar y	Insurance Ombudsman Office of the Insurance Ombudsman 6-2-46 , 1 st floor, Moin Court Lane Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool <b>HYDERABAD</b> – <b>500 004</b> Tel. 040-23325325 Fax: 040-23376599 E-mail: hyd2_insombud@sancharnet.in	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
ERNAKULAM	Shri James Muricken	Insurance Ombudsman Office of the Insurance Ombudsman 2 ND Floor, CC 27/2603, Pulinat Building , Opp. Cochin Shipyard, M.G. Road , <b>ERNAKULAM – 682 015</b>	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry

		Tel: 0484-2358734 Fax:0484-2359336 E-mail: iokochi@asianetglobal.com	
KOLKATA	Shri K.Rangabhas hyam	Insurance Ombudsman Office of the Insurance Ombudsman North British Bldg. 29, N.S. Road , 3 rd floor, <b>KOLKATA – 700 001</b> Tel.:033-22134869 Fax: 033-22134868 E-mail : iombkol@vsnl.net	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
LUCKNOW	Shri M.S.Pratap	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6 th floor, Nawal Kishore Rd. Hazratganj, <b>LUCKNOW – 226 001</b> Tel.:0522-2201188 Fax: 0522-2231310 E-mail: ioblko@sancharnet.in	Uttar Pradesh and Uttaranchal
MUMBAI	Shri R.K.Vashisht ha	Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Seva Annexe, 3 rd floor, S.V.Road, Santacruz(W), <b>MUMBAI – 400 054</b> PBX: 022-26106928 Fax: 022-26106052 E-mail: ombudsman@vsnl.net	Maharashtra , Goa