

HOME CONNECT - POLICY WORDINGS

PREAMBLE

This Policy is an evidence of contract between you (hereinafter called the **Insured/You/Your/ yourself**) and Liberty General Insurance Limited (hereinafter called the **"Company", "We, Our, or Us"**) based on the Proposal made and agreed premium paid within such time, as may be prescribed under the provisions of the Insurance Act, 1938 and the realization thereof by the Company, for the Policy Period stated in the Schedule or during any further period for which We may accept payment for the Renewal or extension of this Policy and subject to the terms, conditions, provisos, exclusions contained herein or endorsed or otherwise expressed herein.

OPERATIVE CLAUSE

We hereby agree subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon, to indemnify You to the extent and in the manner specified herein, against any loss or Damage to the Property insured due to operation of any of the insured perils during the Policy Period as shown in the Schedule of the Policy.

COVERAGE SECTIONS

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Note:

- You have to opt for minimum of 4 covers under this package policy. However, Section I (A) or I (B) shall be compulsory. Cover provided will only be for the sections opted by the Insured and mentioned in the Policy Schedule.
- Additional Protection (Section II), and/or Jewellery Protection (Section IV) cannot be opted unless Personal Possessions/Contents (Section I B) is insured.
- Appliance Protection (section III) and/or Purchase Protection (Section VIII) shall be available along with Personal Possessions/Contents (Section I B) and Additional Protection (Section II) only.

Clause A- GENERAL DEFINITION

"Accident and Accidental" means a sudden, unforeseen, and involuntary event caused by external, visible and violent means.

"Additional Rent" means the difference between the new and the existing rent paid.

"Agreed value" means the value that We agree to insure the property or item at the start of Policy Period which shall be paid if the property is lost or Damaged.

"Audio & Audio-Visual Appliances" means the Music systems, Television set/s, and related appliances forming part of or attaching to the television set and the antenna, both external and internal, DVD Player and/or other electronic appliances or Desktop computers which may be declared and accepted by the Company.

"ATM /Automated Teller Machines" means a computerized machine made available by banks that provides facility for dispensing cash and to carry out other financial transactions.

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"Bank"- A bank or any financial institution

"Baggage" shall mean personal effects belonging to Insured and being carried by the Insured or his family members during a journey. This would exclude cell phones, music players, laptops, handheld computing, camera of any type or any other related electronic equipment or any item which is traded by the Insured during journey unless otherwise specified.

"Your Home Building"- Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail as per Clause C (2) of this Policy.

"Bodily Injury/Injury" means any Accidental physical bodily harm but does not include any sickness or disease.

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

"Burglary" means theft following upon an actual forcible and violent entry of or exit from the premises by the person or persons committing such act.

"Carpet Area"-

1. for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit;
2. for any enclosed structure on the same site, it is the net usable floor area of such structure; and
3. for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area.

"Commencement Date"- It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.

Cost of Construction- The amount required to construct Your Home Building at the Commencement Date.

This amount is calculated as follows:

a. For residential structure of Your Home including Fittings and Fixtures:

Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy schedule.

b. For additional structures: the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.

"Cash value" is the value of your jewellery at the market rate as on the date of loss.

"Damage" means actual and/or physical Damage to tangible property.

"Domestic Staff/Employee" 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.

"Endorsement"- A written amendment to the Policy that We make (additions, deletions, modifications, exclusions, or conditions of an insurance Policy) which may change the terms or scope of the original policy.

"Excess/Deductible" means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every Claim made under this Policy.

"Family" means You, Your spouse, Your children, Your parents, and any other persons who; are and continue to be normally resident with You, and not paying a commercial rent

"Frames/Framework" shall mean a structure the immediate purpose of which is the enclosure or support of Plate Glass.

"Golf Kit" means the various items that are used to play the sport of golf. The equipments would include the golf ball, clubs, golf bag, club head covers, or any other tool that aids in the process of playing a stroke or in some way enrich the playing experience.

"General Contents"- General Contents are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls), clothing and apparel and items of similar nature.

"Home Contents"- Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.

"Insured"- The Person/s who has/have purchased Insurance Cover under this Policy.

"Insured Property"- Your Home Building and Home Contents, or any item of property covered by this Policy.

"Jewellery" means personal ornaments including but not limited to necklaces, rings, or bracelets typically made from or containing precious stones, gold, silver, platinum or other precious metals.

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

"Limit of Indemnity or Liability" means the amount stated in the Schedule, which shall be the Company's maximum liability under Liability Section (VI) of this Policy (regardless of the total number or amount of Claims made) for any one Claim and in the aggregate for all Claims during the Policy Period.

"Market Value" means replace me Loss or Damage less due allowance for betterment, wear and tear and/or depreciation. i.e property of the same kind, type, age and condition.

"Policy Period"- Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in Clause G (III) of this Policy, whichever is earlier.

"Premium"- The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.

"Pucca Construction"- Construction other than Kutchha Construction.

"Pet" means a domestic or tamed animal or bird and shall include dogs, cats, birds, fishes or other pets as declared by You and agreed by Us.

"Plate Glass" means completely and securely fixed flat glass within the Insured Home (including Plate Glass of display/show windows of the Premises) and described in the Schedule excluding its glazing and/or lettering and /or ornamentation and /or any surface treatment or surfacing unless specifically described and declared for insurance.

"Policy" means the Schedule, Policy wording, Proposal, Declarations and any applicable endorsements or memoranda

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as applicable. The Policy contains the details of the extent of the cover available to You, what is excluded from the cover and the conditions, warranties based on which the Policy is issued.

"Policy Year" means a period of twelve months beginning from the Policy commencement Date and ending on the last day of such twelve-month period.

For the purpose of subsequent years, "Policy Year" shall mean a period of twelve months beginning from the end of the previous Policy Year and lapsing on the last day of such twelve-month period, till the Policy Period End Date, as specified in the Policy Schedule.

"Pollution (under Liability Section)" means pollution or contamination of the atmosphere or of any water land or other tangible property;

"Portable Equipments" means equipments that are designed and capable of being carried or moved from one location to another. This would include but are not limited to Mobile phones, Tablets, Laptops or related, cameras, wallets, expensive pens or goggles and related items.

"Product" (under Liability Section) means any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.

"Public Authority" means any Governmental, quasi-Governmental organization or any statutory body or duly authorized organization with the power to enforce laws, exact obedience, command, determine or judge.

"Reinstatement/ Replacement /New for Old Value" means the cost of replacing or reinstating the insured property of the same kind or type but not superior to or more extensive than the insured property when new at the same premises on the date of loss or Damage.

"Retroactive Date" is the date as shown in the schedule against the same item.

"Policy Schedule"- The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A(3) of this Policy.

"Spouse"- Your wife or husband.

"Sum Insured"- The amount shown as Sum Insured in the Policy Schedule and as described in Clause C (4) and Clause D (2) of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.

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

"Total Loss"- A situation where the Insured Property or item is completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total.

"Theft" means the dishonest mis-appropriation of Insured's property with the intention of permanently depriving the Insured of the property by the person or persons other than the insured's employees or their representatives acting on behalf of the insured.

"Valuable Contents"- Valuable Contents of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature

"We, Us, Our, Insurer"- The Liberty General Insurance Liberty that has provided Insurance Cover under this Policy; of the Company.

SECTION I – HOME PROTECTION

Clause B. Insured Events-

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

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

Column A	Column B
We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover any loss or damage, or destruction caused to the Insured Property
1. Fire	caused by burning of Insured Property by order of any Public Authority.
2. Explosion or Implosion	-
3. Lightning	-
4. Earthquake, volcanic eruption, or other convulsions of nature	-
5. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-
6. We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover any loss or damage, or destruction caused to the Insured Property
7. Subsidence of the land on which Your Home Building stands, Landslide, Rockslide	caused by a. normal cracking, settlement or bedding down of new structures, b. the settlement or movement of made up ground, c. coastal or river erosion, d. defective design or workmanship or use of defective materials, or e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.

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7. Bush fire, Forest fire, Jungle fire	-
8. Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.
9. Missile testing operations	-
10. Riot, Strikes, Malicious Damages	caused by a. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or b. temporary or permanent dispossession of Your Home by unlawful occupation by any person.
11. Acts of terrorism (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached.
We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover any loss or damage, or destruction caused to the Insured Property
12. Bursting or overflowing of water tanks, apparatus and pipes.	-
13. Leakage from automatic sprinkler installations.	a. repairs or alterations in Your Home or the building in which Your Home is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.
14. Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events.	if it is a. of any article or thing outside Your Home, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.

Clause C. Section I(A) : Building-

Home Building Cover-

1. What We cover

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

2. Your Home Building

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

3. Use for residence

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

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4. Sum Insured

- The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
- If the Policy Period is more than one year, We will automatically increase Your Sum Insured during the Policy Period by 10% per annum on each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date.
- The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.
- Restoration of Sum Insured : Except as stated in Clause G (III) (3) (b) of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

5. What We pay-

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

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

- If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative accommodation and the rent of Your Home Building.
- We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.
- The amount of lost rent shall be calculated as follows: Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs + Loss of Rent Period opted for.
- This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is three years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.
- Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover.

Clause D. Section I (B) Home Contents Cover

1. What We cover:

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

2. Sum Insured:

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

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3. What We pay

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

II(C) - Terrorism Damage

Subject otherwise to the terms, exclusions, provisions and conditions contained in the section and in consideration of the payment by You to Us of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the "Terrorism Risk Exclusion" of this Policy to the contrary, this section is extended to cover physical loss or physical Damage occurring during the period of this Policy caused by an act of Terrorism, subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of Terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any Organization(s) or Government(s), or unlawful 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 cover also includes loss, Damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling preventing or minimizing the consequences of an act of terrorism by the duly empowered Government or Military Authority.

Provided that if You are eligible for indemnity under any Government compensation plan or other similar scheme in respect of the Damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean Armed Forces, Para Military Forces, Police or any other Authority constituted by the Government for maintaining Law and Order.

EXCLUSIONS

This cover shall not indemnify loss of or Damage to property caused by any or all of the following:

1. Loss by Seizure or Legal or Illegal occupation;
2. Loss or Damage caused by:
 - (i) Voluntary abandonment or vacation,
 - (ii) Confiscation, commandeering, nationalization, requisition, detention, embargo, quarantine, or any result of any order of Public or Government Authority, which deprives the Insured of the use or value of its property;
3. Loss or Damage arising from acts of contraband or illegal transportation or illegal trade;
4. Loss or Damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, containment or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. Loss or Damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. Loss or Damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind.
7. Any fine, levy, duty, interest or penalty or cost or compensation/Damages and /or other assessment which is incurred by the Insured or which is imposed by any Court, Government Agency, Public or Civil Authority or any other person;
8. Loss or Damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorized instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. Loss or Damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotions.
10. Loss or increased cost occasioned by any Public or Government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property Insured hereunder;
11. Any consequential loss or Damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. Loss or Damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. Loss or increased cost as a result of threat or hoax;
14. Loss or Damage caused by or arising out of Burglary, house-breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (Whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
15. Loss or Damage caused by mysterious disappearance or unexplained loss;
16. Loss or Damage directly or indirectly caused by mold, mildew, Fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;

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17. Total or partial cessation of work or the retardation or interruptions or cessation of any process or operations or omissions of any kind.

LIMITS OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or Rs.15,000,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurer, the maximum aggregate loss payable per compound/location by anyone or all insurer shall be 15,000,000,000/-. If the actual aggregate loss suffered at one compound/location is more than 15,000,000,000 the amounts payable under individual policies shall be reduced in proportion to the sum Insured of the policies.

Excess 1% of the claim amount for each and every claim subject to min of Rs.10,000/- and max of Rs.500,000/-.

Clause E. Section I (D) : Optional Cover-

1. Optional Covers:

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

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

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

b. Personal Accident Cover:

In the event an insured peril that caused damages to Your Home Building and/or Home Contents also results in the unfortunate death of either You or Your spouse, We will pay compensation of 5,00,000 (Rupees Five Lakh) per person.

In the event of the unfortunate death of the insured, the Personal Accident cover shall continue for the spouse until expiry of the policy.

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

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

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

SECTION – II – ADDITIONAL PROTECTION

II (A) BURGLARY and THEFT

This cover is provided only if Personal Possessions/Contents- Section I (B) is opted and shall be restricted for contents mentioned and declared under Section I(B) only. Under this section, We shall indemnify You towards:

- 1) **loss or Damage to Personal Possessions/Contents** caused by Burglary and housebreaking including theft in Your Insured Home up to the Section Sum Insured specified in the Policy Schedule,
- 2) **Damage to Insured Home and/or safe** resulting from Burglary and/or housebreaking or any attempt thereof subject to a maximum of 5% of the Sum Insured or actuals whichever is less under this section.

Provided however that no loss under 1) and 2) above shall together exceed the Sum Insured declared under this section.

HOME CONNECT - POLICY WORDINGS

EXCLUSIONS

This section of the Policy does not indemnify You,

- 1) If the loss or Damage occurs while Your Insured Home is unoccupied for more than 90 days unless informed to Us at the time of applying for insurance or prior to Home being unoccupied signified by an endorsement on the Policy.
- 2) If the loss or Damage is caused by Burglary and/or theft and where any member of Your family member/domestic staff is concerned as principal or accessory.
- 3) For any loss or Damage to Motor Vehicles, Pedal Cycles, Money, Jewellery and Valuables, work or art, paintings, curios, bonds, cheques, documents, credit and debit cards (unless previously specifically declared to and accepted by Us).
- 4) For Loss or Damage of an item perishable and/or consumable in nature.
- 5) For any loss or Damage caused by use of the key to the Insured Home or any duplicate thereof belonging to the Insured, unless such key has been obtained from You, by assault or violence or any threat thereof.

SPECIAL CONDITIONS

Articles in Pairs or Sets: Where any item insured hereunder consists of articles in pair or set, Our liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or Damaged without reference to any special value which such article or articles may have as part of such pair or set not more than a proportionate part of the insured value of the pair or set.

BASIS OF INDEMNITY

In the event of Property insured being Damaged by any of the specified perils, We shall pay for the amount of Damage or loss or at Our option replace or repair the Damaged property. If at the time of loss, the Property hereby insured is found to be collectively of greater value than the Sum Insured thereon, then You shall be considered as being Your own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

II(B) – SAFETY and SECURITY

We shall indemnify You towards:

- 1) the **cost of replacing residence and/or Insured's vehicle keys** which are lost or stolen. The covered cost is limited to the money insured paid to a locksmith to produce a new key.
- 2) the **cost of replacing Your locks and keys** if Insured Home is broken into. The covered costs include the labor cost for replacing the lock.
- 3) the **cost of obtaining a locksmith** if You are locked out of Your Insured Home due to the loss or theft of keys.
- 4) the **reasonable cost of a rental car** for daily routine (for upto 2 days) if Your vehicle keys are lost or stolen and it will take more than 24 hours to replace them;

EXCLUSIONS

This section of the Policy does not indemnify You, for the costs

- 1) associated with lost or stolen keys for a residence other than your Insured Home as specified in the Policy Schedule; and
- 2) to replace keys to vehicles that you do not own, or are for Business Purposes.

SUM INSURED and BASIS OF INDEMNITY

It is the requirement of this Insurance that the Sum Insured shall be equal to the 'Market Value'. However, You may opt for 'Replacement Value' sum insured for Personal Possessions.

The limit for this Cover would be the value specified under the Policy Schedule upto a maximum sum insured for Personal Possessions I (A) or actuals whichever is less.

The indemnity shall be on the basis of 'Replacement Value' or 'Market Value', as opted by You with an excess of Rs 250 or 1% of the claim amount whichever is higher for each and every claim.

SECTION III- APPLIANCE PROTECTION

This cover is provided only if Personal Possessions/Contents- Section I (B) and Additional Protection (Section II) is opted.

III(A)- AUDIO AND AUDIO-VISUAL APPLIANCES

We shall indemnify You in respect of, **loss or Damage occasioned to the Audio and Audio-Visual Appliances** as stated in the schedule whilst contained or fixed in Insured home by:

- (i) Accidental external means;
- (ii) Mechanical or electrical breakdown;

III (B) BREAKDOWN OF DOMESTIC APPLIANCES

For this section coverage, "**Domestic Appliances**" means Refrigerator/s, Oven/s, Mixer, Grinder, cooking range, Washing machine, Air Conditioner and other such household appliances declared by You and accepted by Us and specified in the Policy Schedule.

We shall indemnify You against **repair costs (both parts and labour cost)** occasioned by the unforeseen and sudden mechanical and/or electrical breakdown of Insured domestic appliances specified in the schedule whilst contained in or fixed at Insured Home.

III (C) – PORTABLE EQUIPMENTS

We shall indemnify You, in respect of the loss/Damage to the property from any fortuitous cause, any time during the period of this Insurance anywhere in India, provided that Our liability in no case exceed the item Sum Insured specified in the Schedule or in the Section Sum Insured.

- This Policy covers Portable Equipment **anywhere in India** and age not more than 10 years (otherwise declared by You and agreed by Us) belonging to the Insured.
- **Theft from any car**, except the fully enclosed one having all the doors, windows and other openings securely locked shall be excluded from the Policy.

HOME CONNECT - POLICY WORDINGS

EXCLUSIONS

This section of the Policy does not indemnify You, for

- 1) Wilful act or wilful negligence by You or Your family or any other representative;
- 2) Loss or Damage caused by any faults or defects existing at the time of commencement of the present insurance within Your knowledge, whether such defects were known to Us or not;
- 3) Loss or Damage caused to the external antenna or fittings by Burglary and/or Theft;
- 4) Loss or Damage caused by or in the process of cleaning, maintenance, repair, dismantling of the Appliances;
- 5) Loss of or Damage to the property covered under this Policy falling under the terms of the maintenance agreement by manufacturer /supplier;
- 6) The cost of repair associated with any malfunction for which the manufacturer or supplier of the domestic appliances is responsible;
- 7) Arising out of the misuse of or use other than in accordance with manufacturer's recommendation of, or use of any accessory which has not been approved by the manufacturer for the appliances;
- 8) To rented or hired equipment for which the owner is responsible or by Law or under Lease /or Maintenance agreement;
- 9) Loss or Damage/cost of repair associated due to direct consequence of wear and tear or of gradual deterioration due to atmospheric or climatic changes, moths, insects and vermin;
- 10) The cost of transport to and from Insured's home and a repair Centre;
- 11) The cost of repair associated with any appliances that has been modified in any manner or is used for Business or Business Purposes;
- 12) The cost of repair associated with the detention, seizure or confiscation by Public Authorities of Your domestic appliances;
- 13) The cost of repair associated with the application of incorrect or abnormal electricity supply to your appliances or the permanent or temporary interruption of electricity supply or defects in wiring or electrical connections;
- 14) Towards aesthetic defects, such as scratches on painted, polished or enamelled surfaces.
- 15) Any costs incurred in connection with the elimination of functional failures, unless such failures were caused by an indemnifiable loss of or Damage to the insured properties.
- 16) Any costs incurred in connection with the maintenance of the insured properties, such exclusion also applying to parts exchanged in the course of such maintenance operations.
- 17) Loss or Damage for which the manufacturer or supplier of the insured properties is responsible either by law or under contract.
- 18) Consequential loss or liability of any kind or description.
- 19) Loss or Damage caused by the mechanical derangement or over winding of watches and clocks
- 20) Loss of or Damage to bulbs, ribbons, fuses, seals, belts, wires, chains, rubber belts, exchangeable parts, engraved cylinders, objects made of glass, porcelain or ceramics, sieves of fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals).
- 21) Items of age more than 10 years old in respect of any loss, destruction or Damage due to Electrical and Mechanical breakdown.

SPECIAL CONDITION

Individual item detail required if individual Section Sum insured for sub section IIIA, III B and III C is less than Rs.1,00,000 each.

SUM INSURED

It is the requirement of this Insurance that the Sum Insured shall be equal to the 'Replacement Value'. The limit for this Cover would be upto the Section Sum Insured as mentioned in the Policy Schedule or actuals whichever is less.

BASIS OF INDEMNITY

1. **In case of partial loss**, where the items can be repaired compensation shall be on the basis on "New for Old" without deduction of any depreciation except for parts with limited life.
2. **In case of total loss**, where the item is damaged beyond repairs, the compensation shall be on the basis of "New for Old" without deduction of any depreciation for insured items upto 5 years of age. In case of items beyond 5 years of age, the compensation shall be subject to depreciation of 15% per year or part thereof, from the date of manufacture. However the maximum depreciation shall be limited to 75% of the replacement cost.
3. **For mobiles, tablets and similar items**, irrespective of the age, the settlement shall be subject to depreciation calculated on reducing balance method at 50% per year or part thereof.
4. **Excess applicable** shall be 5% of the claim amount subject to minimum of Rs.1000 for each and every claim.

SECTION IV – JEWELLERY PROTECTION

This cover is provided only if Personal Possessions/Contents- Section I (B) is opted. We shall indemnify You, towards the **loss of, destruction of, or Damage to the Insured Jewellery within Insured Home or anywhere in India** as specified in the Schedule due to Accident and/or misfortune, covering the risks of

- i. Fire and Allied perils including earthquake
 - ii. Burglary, housebreaking, hold-up including theft
- in accordance with the Perils Covered and Exclusions of Section I and II in this Policy.

SPECIAL CONDITIONS

- a) Where any item insured hereunder, consists of articles in pair or set, Our 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, not more than a proportionate part of the insured value of the pair or set
- b) You are required to declare the item-wise details of jewellery while opting for cover, if the section sum insured is more than Rs. 50,000.
- c) At the time of claim, affected items cumulatively in excess of Rs. 50,000 and single item in excess of Rs 10,000, We may ask for the proof of purchase.
- d) You shall provide a valuation certificate by Government Approved Valuer, in respect of each item value exceeding Rs 2,00,000 and such items shall be periodically examined by a competent jeweller and You shall ensure to have all fastenings and settings of stones attended to, as advised by the jeweller.

HOME CONNECT - POLICY WORDINGS

EXCLUSIONS

This section of the Policy does not indemnify You for,

- 1) Loss or Damage due to theft from a vehicle unless such theft occurred by violent and visible means from an enclosed vehicle that had its windows closed and locks (and other security devices, if any) properly applied;
- 2) Unexplained or mysterious disappearance.
- 3) Damage whilst in the custody of any person other than You, Your Family or Bank (where You have kept Jewellery in locker)
- 4) Loss or Damage whilst the item is being conveyed by any carrier under a contract of affreightment.
- 5) Damage attributable to any process of cleaning, washing, repairing or restoring
- 6) Any loss or Damage arising through delay, detention or confiscation by a Public Authority.
- 7) More than the sole value of an item comprising part of a pair or set without reference to any special value which such item may have had as a part of such pair or set, and not more than a proportionate part of the value of the pair or set.
- 8) Aesthetic defects such as scratches on painted, polished or enameled surfaces.

SUM INSURED and BASIS OF INDEMNITY

It is the requirement of this Insurance that the Sum Insured shall be on 'Cash Value' with an excess of 5% of the claimed amount subject to minimum of Rs.1000 for each and every claim. Our Maximum Limit of liability shall be not more than 20% of Personal Possessions/Contents Sum Insured or as declared by You, accepted and specified by Us in the Policy Schedule.

SECTION V – BAGGAGE PROTECTION

We shall indemnify You, towards

- a) the **Theft or Accidental loss, Damage or destruction anywhere in the world of personal baggage** accompanying and belonging to You and/or Your Family on a personal trip undertaken outside of the municipal limits of the village, town, or city, in which You and/or Your Family ordinarily reside.
- b) **expenses incurred by You**, whilst You and/or Your Family are on a personal trip, for contingency purchases occasioned by 'a)' above subject to maximum of Section Sum Insured as mentioned in the Schedule.

EXCLUSIONS

This section of the Policy does not indemnify You,

- a) For loss, Damage or destruction:
 - (i) due to cracking, scratching or breakage of lens or glass whether part of any Equipment or otherwise to any item of a fragile or brittle nature (whether part of the item lost, Damaged or destroyed or otherwise) unless the loss, Damage or destruction is caused by an accident involving the mode of transport of such item;
 - (ii) to any item of a tobacco, alcoholic and perishable nature.
 - (iii) to any item being conveyed by any carrier under a contract of affreightment.
 - (iv) to any loose item (including clothing) being worn or carried about during the trip.
 - (v) of any electrical item caused by misuse, use other than in accordance with the manufacturer's recommendation, defect, excessive pressure, short circuiting, arcing or by the effects of electricity from whatever cause(including lightning);
 - (vi) of any money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, share certificates, stamps, business books or documents, Jewellery, watches, furs, precious metals, precious stones, gold or silver ornaments, travel tickets, cheques bank drafts and Portable Equipments as defined in the Policy;
 - (vii) to personal baggage that is not within the care, custody or control of Insured and Insured's family.
 - (viii) to personal baggage caused by rat, Fungus, insects or vermin
 - (ix) caused by or arising from the leakage, spilling or explosion of liquids, oils or similar materials, or articles of a dangerous or damaging nature.
- (b) For the loss of personal baggage from a Vehicle unless such loss occurred by violent and visible means
- (c) For more than the sole value of an item comprising part of a pair or set, without reference to any special value which such item may have had as a part of such pair or set and not more than a proportionate part of the value of the pair or set.

SUM INSURED

The Sum Insured under the Policy would be fixed on Market Value basis.

BASIS OF INDEMNITY

The indemnity shall be on the basis of 'Market Value' with Our maximum liability restricted to Rs.5,000/- per item or the 'Market Value' of the item whichever is less, subject to maximum of the Section Sum Insured. The cover can be claimed maximum two times during a Policy Year, with an excess of Rs 250 for each and every claim.

SECTION VI – LIABILITY PROTECTION

VI (A) THIRD PARTY LIABILITY

We shall indemnify You against the legal liability (other than under the Public Liability Insurance Act, 1991 or any other statute based on the doctrine of "No Fault Liability") to pay compensation including claimant's costs, fees and expenses, in accordance with Indian Law.

1. INDEMNITY

The Indemnity applies to claims arising only out of following named accidents,

- a) Loss or Damage to third party due to accidental fall of objects from the Insured Home
- b) Loss or Damage to third party due to Accident in Insured Home such as but not limited to electric shock, gas cylinder burst, pet bite, slip and fall

occurring in the Insured Home during the Period of Insurance first made in writing against the Insured during the Policy Period and the Insured is indemnified for Injury and / or Damage but only against claims arising out of or in connection with Your Home in the Schedule and not against claims arising out of or in connection with:

- (a) Pollution howsoever caused unless specifically covered
- (b) Any Product.

The indemnity under this Policy is only to the Insured named under the Policy.

HOME CONNECT - POLICY WORDINGS

2. NOTIFICATION EXTENSION CLAUSE

You should notify Us during the Policy Period as per Condition 1 of this Section any specific event or circumstance which We accepts may give rise to a claim or claims which form the subject of indemnity by this Policy, then the acceptance of such notification means that We will deal with such claim or claims as if they had first been made against You during the Policy Period. The extension under this clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

3. DEFENCE COSTS

We will pay all costs, fees and expenses incurred with their prior consent in the investigation, defense or settlement of any claim made against You and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against You, provided such claim or claims are the subject of indemnity by the Policy. Such costs, fees and expenses are called 'Defence Costs'.

4. INDEMNITY LIMITS

Our total liability to pay compensation, Claimant's costs, fees and expenses and defence costs shall not exceed the Indemnity limit stated in the Policy schedule. Indemnity limit applies to any one claim or series of claims arising from one originating cause. Indemnity limit shall represent the total amount of company's liability during the Policy Period.

5. CLAIMS SERIES CLAUSE

For the purpose of this Policy where a series of and/or several bodily injuries and/or property Damages are attributable directly or indirectly to the same cause all such bodily injuries and/or property Damages shall be added together and all such bodily injuries and/or property Damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause, which are made later than 3 years after the first claim of the series.

6. EXCESS

You shall bear as excess the amount or percentage of the Limit of Indemnity per any one accident so stipulated in the Schedule attached to the Policy. This excess shall be applicable to both (a) death/ bodily injury and (b) property Damage, inclusive of defence costs arising out of any one accident. Our liability shall attach for the claim in excess of such amount.

EXCLUSIONS

This section of the Policy does not indemnify You, in case of liabilities

1. assumed by You by agreement and which would not have attached in the absence of such agreement.
2. arising out of Act of God such as and not limited to earthquake, Tsunami, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
3. arising out of Riot, Strike and Malicious Damage.
4. arising out of deliberate, willful or intentional non-compliance of any statutory provision.
5. arising out of loss of pure financial nature such as loss of goodwill, loss of market, etc.
6. arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc. and mental injury, anguish, or shock resulting there from;
7. arising out of fines, penalties, punitive or exemplary Damages or any other Damages resulting from the multiplication of compensatory Damages.
8. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism or military or usurped power.
9. directly or indirectly caused by or contributed to by
 - a. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
10. This Policy does not cover liability for claims arising out of; the ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation
11. transportation of materials and / or hazardous / dangerous substances outside Insured's premises.
12. the ownership possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft.
13. Damage to property owned leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care custody or control.
14. Injury and/ or Damage occurring prior to the Retroactive Date in the Schedule, Provided always that in the event of any Injury or Damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company cannot agree when the Injury or Damage occurred, then
 - (a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such Injury;
 - (b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.
15. The deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
16. Injury to any person under the contract of employment or apprenticeship with the Insured their contractor(s) and/or Sub-Contractor(s) when such Injury arises out of the execution of such contract.
17. Liability more specifically Insured elsewhere.
18. Arising out of Accidents occurring outside Insured Home.

CONDITIONS

1. You shall give written notice to Us as soon as reasonably practicable of any claim made against You (or any specific event or circumstance that may give rise to a claim being made against You) and which forms the subject of indemnity under this Policy and shall give all such additional information We may require. Every claim, writ, summons or process and all documents relating to such event shall be forwarded to Us immediately they are received by You.
2. No admission, offer, promise or payment shall be made or given by or on Your behalf without the Our written consent.
3. We will have the right, but in no case the obligation, to take over and conduct in Your name the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by Us in the defence settlement or payment of any claim will reduce the limits of indemnity specified in the Schedule of the Policy.

HOME CONNECT - POLICY WORDINGS

In the event, We at Our sole discretion, choose to exercise Our right pursuant to this condition, no action taken by Us in the exercise of such right will serve to modify or expand in any manner, Our liability or obligations under this Policy beyond what Our liability or obligations would have been had it not exercised its rights under this condition.

4. You shall give all such information and assistance as may reasonably require by Us.
5. If at the time of happening of any event resulting into a liability under this Policy, there be any other public liability insurance or insurances effected by You or by any other person covering the same liability, then We shall not be liable to pay or contribute more than its rateable proportion of such liability. This Policy does not cover liability which at the time of happening of any event resulting into such liability, be Insured by or would, but for the existence of this Policy, be Insured by, any other Policy (but not a Public Liability Policy) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy / Policies, had this Insurance not been effected.
6. The event of liability arising under the Policy or the payment of claim under the Policy, the Limit of Indemnity per any one-year under the Policy shall get reduced by the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances, it shall be permissible to reinstate the limit of indemnity to the original level, even on payment of extra premium.
7. It is also hereby further expressly agreed and declared that if We shall disclaim liability to You for any claim hereunder and such claim shall not within 12 calendar months from the date of such 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.
8. We shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by You or by any person on Your behalf and/or if the insurance has been continued in consequence of any material mis-statement or the non-disclosure of any material information by or on Your behalf.
9. Any dispute concerning the interpretation of the terms, conditions limitations and/ or exclusions contained herein is understood and agreed to by both You and Us to be subject to Indian law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within India and to comply with all requirements necessary to give such court the jurisdiction. All matters arising hereunder shall be determined in accordance with the laws of India.

VI (B) TENANT'S LEGAL LIABILITY

(Applicable only if You are a tenant in the Insured Home)

Legal liability incurred by You as a Tenant of the premises for loss of or Damage to the rented Insured Home as specified in the Policy schedule by any of causes listed in Section VI (A) above.

This section covers legal liability only to the extent that You would be held legally liable in the absence of any specific tenancy agreement.

EXCLUSIONS

- a) We shall not be liable to pay compensation for Your any contractual liability.
- b) This section will also not cover loss or Damage caused by wear & tear, settlement or shrinkage, vermin, insects, Fungus, weather, or anything which happens gradually; faulty materials, design or workmanship, building work which involves alternations, renovations, extensions or repairs, or subsidence or heave of the land.

BASIS OF INDEMNITY/LIMIT OF LIABILITY

The limit of liability will be as specified in the Policy Schedule.

VI (C) EMPLOYEES' COMPENSATION

We, subject to the terms exclusions and conditions contained herein or endorsed hereon, that if at any time during the Period of Insurance Your Employee or Employees shall sustain Injury by accident arising out of and in the course of his employment in Your Insured Home, for which You are liable to pay compensation under any Law(s) specified in the Schedule, then We shall indemnify You, upto the Limit of Indemnity against all sums for which You shall be so liable, including costs and expenses for defending any such claim incurred with the Our consent.

Provided always that in the event of any change in the Law(s) or the substitution of other legislation therefor, this Policy shall remain in force but Our liability shall be limited to such sum as We would have been liable to pay if the Law(s) had remained unaltered.

DEFINITION

Employee or Employees means such person or persons in direct employment under You in the Insured Home, and limited only to Domestic Help, Servants, Gardener's, Driver, Home Manager & Staff and Gate Keepers and shall not include any person employed under Your Contractor or Sub-Contractor

INSURABLE VALUE

Wages i.e. the remuneration payable to an Employee by the Insured for the employment and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of an employee towards any pension or provident fund or a sum paid to an employee to cover any special expenses entailed on him by the nature of his employment for the Period of Insurance.

LIMIT OF INDEMNITY

Limit of Indemnity means the maximum amount of indemnity as specified in the Schedule that will be provided under this Policy by Us in respect of

- a) any particular claim by an Employee and
- b) all claims arising out of all accidents for any number of Employees during the Period of Insurance.

CONDITIONS

1. **Safeguards:** You shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations, and other safety regulations as applicable to the Insured Home.
2. **Declaration of Employees and Wages:** It is clearly agreed and Understood that You shall be bound at all times to declare all Employees and Wages payable in respect of such Employees on the basis of which the Premium for this Policy is calculated.
In case of increase in Employees or Wages subsequent to insurance, You shall keep Us intimated and obtain endorsement by payment of necessary additional premium.
3. You are required to provide **Police Verification** of the Employee.

HOME CONNECT - POLICY WORDINGS

EXCLUSIONS

This section of the Policy does not indemnify You,

- a) For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to 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.
- b) Accident occurring at any other place than the Insured Home specified in the Policy.
- c) For Occupational Diseases contracted by an Employee
- d) For interest and/or penalty imposed on the Insured under any law or otherwise.
- e) Medical expenses not exceeding Rs.5,000 in connection with treatment of any Injury sustained by an Employee, as a consequence of accident in the Insured Home.
- f) For persons employed in the Business under Your Contractor or Sub-Contractor.
- g) For Injury sustained by Employee whilst in Your employment otherwise than the work related to Your Household work.
- h) Assumed by agreement which would not have attached in the absence of such agreement
- i) For any sum which the Insured would have been entitled to recover from any party but for an agreement between You and such party.
- j) For any accident occurring whilst the Employee is under the influence of intoxicating liquor or drugs.
- k) For any incapacity or death of an Employee resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental Injury.

SECTION – VII : ADDITIONAL LIVING EXPENSE PROTECTION

In the event of the Insured Home being destroyed or Damaged by any Insured Peril (under Section I A), making it unfit for living. As a consequence if You have to take up an alternative accommodation, We shall, subject to special conditions set out herein, **indemnify You against the Additional Rent** (subject to maximum as specified in the Policy Schedule) which You are called upon to bear for the period beginning from the date of loss until the Insured Home is rendered fit for living. Such period not exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation or the maximum indemnity period of twelve (12) months whichever is earlier provided that Our liability should not exceed the Section Sum Insured mentioned in Policy Schedule.

Provided further that if the Sum produced by applying the monthly Additional Rent, borne by You for the alternative accommodation to the maximum indemnity period is more than the Sum Insured hereby, Our liability shall be proportionately reduced.

We shall reimburse You towards additional expenses of rent for an alternative accommodation covered on the following basis:

- 1) The period of indemnity is limited to the period during which the original premises remain untenable as a result of occurrence of perils Insured subject to maximum indemnity period of twelve (12) months.
- 2) Certificate from the Local Municipal Authority or an Architect to the effect that premises in question are untenable will be accepted as adequate proof of the fact that the premises, in fact have become untenable.
- 3) The area for alternative accommodation may be equivalent to the area presently occupied. However, no restriction will apply in respect of locality for the alternative accommodation, so long as the alternative accommodation is taken in the same city or Town.
- 4) Cover may be permitted to the Tenant or Owner-Occupant. Further, in respect of the owner-occupant, the alternative accommodation may be limited to the area presently under Insured Home.
- 5) If You are Owner-Occupant, You will not be paying any rent based on the area occupied by You (in comparison with the actual rent being paid by the tenant in the same building or similar buildings in the same locality) the standard rent based on the rateable values fixed by Municipal/Revenue Authorities for tax purposes may be treated as the original rent for purpose of this insurance.
- 6) It will be compulsory for:
 - a) The Owner-Occupant to insure both Building and Personal Possessions (contents).
 - b) The Tenant to insure the contents of the premises for which he is seeking this insurance

SPECIAL CONDITIONS

- a) This insurance shall apply subject to the condition that the Insured Home occupied by You, whether as owner or tenant, forms part of a building not being Kutchha Construction.
- b) If the area of alternative accommodation taken by You is more than the area of the Insured Home occupied by You, the additional rent borne by You for the purpose of this insurance shall be deemed to be that proportion of the additional rent actually borne by You as the area of the Insured Home which was in Your occupation
- c) You shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the Insured Home is situated.

BASIS OF INDEMNITY

- **If You are the Owner-Occupant**, the additional rent borne by You is arrived at after deducting the standard rent of the premises from the actual rent paid for the alternative accommodation. The standard rent shall be based on the rateable values fixed by the Municipal/Revenue authorities for tax purposes.
- **If You are a tenant only** and for safeguarding Your legal tenancy rights are obliged to pay rent for the premises even during the period when it is not fit for occupation, the additional rent borne by You is the actual rent for the alternative accommodation.
- **If You are a tenant** and are not obliged to pay rent for the Insured Home during the period when it is not fit for occupation, the additional rent borne by You is the actual rent paid for alternative accommodation taken less the rent which You were paying for the premises immediately prior to the same being Damaged or destroyed by Insured Perils and rendered unfit for occupation.

SECTION – VIII PURCHASE PROTECTION

We shall reimburse You, upto the Section Sum Insured for **new items that You purchased anytime during the Policy Year, if the same are lost, Damaged or destroyed** by an Insured event under Coverage "Section I – Home Protection" or "Section II – Additional Protection".

At the time of claim, for affected items cumulatively in excess of Rs. 50,000 and single item in excess of Rs 10,000, We may ask for the proof of purchase.

HOME CONNECT - POLICY WORDINGS

EXCLUSIONS

This section of the Policy does not indemnify You, for

- a) Items which have been carried during a trip/journey.
- b) Items those were lost or stolen from a vehicle.
- c) Any motor vehicle including automobiles, boats and airplanes and any equipment and/or parts necessary for their operation and/or maintenance;
- d) Permanent household and/or business fixtures
- e) Travellers cheque(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps, plants, animals, consumables, perishables and services;
- f) Art, antiques, firearms, and collectable items;
- g) furs, Jewellery, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones);
- h) Items insured have rented or leased;
- i) Used, rebuilt, refurbished, or remanufactured items at the time of purchase;
- j) Shipping and handling expenses or installation, assembly related costs;
- k) Items purchased for resale, professional, or commercial use;
- l) Losses that are caused by vermin, insects, termites, mold, wet or dry rot, bacteria or rust;
- m) Losses due to mechanical failure, electrical failure, software failure, or data failure including, but not limited to any electrical power interruption, surge, brownout or blackout, or telecommunications or satellite systems failure;
- n) Items Damaged due to normal wear and tear, inherent product defect or normal course of play (such as, but not limited to sporting or recreational equipment);
- o) Items that insured Damaged through alteration (including cutting, sawing, and shaping);
- p) Items left unattended in a place to which the general public has access;
- q) Losses due to or related to nuclear, biological or chemical event.
- r) Items lost, Damaged or stolen from a place other than the residence mentioned in the Policy schedule.
- s) Item/s which is not being returned to the seller due to any reason.

All exclusions and conditions applicable to Section I –Home Protection” or “Section II Additional Protection” is deemed to be incorporated hereunder.

BASIS OF INDEMNITY

In the event of Property insured being Damaged by any of the specified perils under Section I – Coverage for Your Home” or “Section II – Additional Protection”, We shall indemnify on the basis of Purchase/Invoice Price as per Section Sum Insured specified in the Policy Schedule or upto 10% of the Personal Possessions/Contents I (B) with an excess Rs.1000 for each and every claim.

DEPRECIATION

Claim payable will be reduced by depreciation calculated at 15% per annum from the date of manufacture, subject to maximum depreciation of 75% of the replacement cost.

SECTION – IX PEDAL CYCLE PROTECTION

We shall indemnify You, for **loss or Damage caused to pedal cycles** belonging to You or Your family by an Insured event under Coverage “Section I – Home Protection” or “Section II – Additional Protection”.

EXCLUSIONS

This section of the Policy does not indemnify You, for

- a) Any loss or Damage caused whilst the pedal cycle is being used for hire or reward, racing or pace making, or outside India.
- b) Any loss or Damage caused by overloading, strain or mechanical breakdown.
- c) The Burglary or Theft of any accessories affixed to the pedal cycle unless the entire pedal cycle is stolen at the same time.

All exclusions and conditions applicable to Section I –Home Protection” or “Section II Additional Protection” is deemed to be incorporated hereunder.

SPECIAL CONDITIONS

- The pedal cycle should be properly locked when left unattended.
- The Cover is only applicable within Insured Home premises.

BASIS OF INDEMNITY

The indemnity in respect of the Pedal Cycles covered under this section will be on the basis of ‘Market Value’ upto an amount as specified in the Policy Schedule with an excess of 2.5% of Sum Insured or minimum of Rs.250 for each and every claim. Our Liability shall be for upto 2 pedal cycles covered, only once during the Policy year.

DEPRECIATION

Claim payable will be reduced by depreciation calculated at 20% per annum from the date of manufacture, subject to maximum depreciation of 80% of the replacement cost.

SECTION – X IMPORTANT DOCUMENTS PROTECTION

“Documents” for the purpose of insurance under this section include only property House Title Deeds, plans & related documents, Passport, Driving License, PAN Card, Bank Passbooks, Aadhar (UID) Card, Ration Card and Voters’ ID card, Educational Records & certificates.

We shall reimburse You, the actual expenses incurred by You for **replacement/reissue/obtaining duplicate or fresh documents** directly from the issuing Authority and limited to the Sum Insured specified in the Schedule to this Policy, following any loss or Damage caused in accordance with Section I or Section II of this Policy.

HOME CONNECT - POLICY WORDINGS

EXCLUSIONS

This section of the Policy does not indemnify You, for

- Loss of the Documents mentioned above due to theft unless it has been reported to the police within 24 hours of the Insured / Insured Person becoming aware of the theft and a written police report being obtained in that regard.
- Loss of the Documents due to delay or confiscation or detention by the customs, police or public authorities.
- Loss of the Documents mentioned above due to it being left unattended or forgotten by the Insured / Insured Person in a public place or public transport, hotel or apartment.
- Loss or theft of the Documents mentioned above from a private place or from a private vehicle, unless it was located in a locked hotel room, apartment or locked vehicle, and forcible and violent entry was used to gain access to it.

All exclusions and conditions applicable to Section I – Coverage for Your Home" or "Section II Additional Protection" is deemed to be incorporated hereunder.

BASIS OF SUM INSURED and INDEMNITY

The indemnity in respect of the Important Documents as mentioned above, and covered under this section shall be as per list below, within the aggregate limit of upto Rs. 10,000 per Policy Year or an amount as specified in the Policy Schedule with an excess Rs.150 for each and every claim.

The aggregate limit for listed items shall be as below:

- House Title deed, plans & related documents – Rs 5,000/-
- Passport - Rs 1,500/-
- Driving licence/ PAN card/ Bank Passbooks/ Aadhar (UID) Card, Ration Card and Voters' ID card.- Rs 500/-
- Educational Records/ certificates - Rs 3000/-

SECTION – XI GOLF KIT PROTECTION

We shall reimburse You, by payment or at its **option by repair reinstatement or replacement against for any loss or Damage due to Insured perils** (under Section I and Section II of this Policy), to the Golf kit belonging to You, whilst in transit to or from or whilst in any recognised Golf Club House/Golf course within territorial limits or Your specified Insured Home

EXCLUSIONS

This section of the Policy does not indemnify You, for

- Loss of the Golf Kit due to theft unless it has been reported to the police within 24 hours of the Insured / Insured Person becoming aware of the theft and a written police report being obtained in that regard.
- Loss of the Golf Kit due to it being left unattended or forgotten by the Insured outside his/her Insured Home.
- Loss or theft of the Golf Kit where there was no forcible and violent entry.
- Aesthetic defects such as scratches on painted, polished or enamelled surfaces.
- Loss or Damage caused by or resulting from wear or tear or deterioration.

All exclusions and conditions applicable to Section I – Coverage for Your Home" or "Section II Additional Protection" is deemed to be incorporated hereunder.

BASIS OF SUM INSURED and INDEMNITY

The indemnity in respect of the Golf Kit, and covered under this section shall be to the extent of the 'Market Value' of the property so lost/Damaged sustained but not exceeding an amount as specified in the Policy Schedule with an excess Rs.1000 for each and every claim.

DEPRECIATION

Claim payable will be reduced by depreciation calculated at 20% per annum from the date of manufacture, subject to maximum depreciation of 80% of the replacement cost.

SECTION – XII PET PROTECTION

Under this Section, We shall subject to the terms, exceptions and conditions contained under Section I and Section II (of this Policy) provide You compensation for the **accidental death or theft of Your legally owned Pet/s**. Policy

EXCLUSIONS

This section of the Policy does not indemnify You, for

- Intentional killing whether by or under the order of any government or public authority or any person or body having jurisdiction in the matter except where a pet suffers an accident and the resultant injury and suffering is incurable and so excessive that immediate destruction is imperative for humane reasons provided a qualified veterinary surgeon appointed by Us shall first have certified so.
- Death directly or indirectly caused by, happening through or in consequence of:
 - any surgical operation unless conducted by a qualified veterinary surgeon and certified by him to have been necessitated solely by accident and to have been carried out in an attempt to preserve the pet's life.
 - malicious or wilful injury whether or not caused by the You or Your family.
 - confiscation or requisition by or under the order of any government or public authority or any person or body having or claiming jurisdiction in the matter.

SPECIAL CONDITIONS

If a pet is operated upon for castration or spaying, cover under this Section shall cease immediately prior to the day of operation. No liability will attach unless

- at the commencement of the insurance You are the sole owner of each pet. (Cover under this Section shall cease the moment You sell it or parts with it permanently, and cover is automatically suspended for any duration when You have parted with it temporarily.)
- the pet remains within India.
- You, at all times, provide proper care and attention for each pet.
- in the event of an accident, You immediately, at Your own expense, consults a qualified veterinary surgeon and shall, if required by Us, allow removal for treatment.
- in the event of death of a pet, You immediately, at Your own expense, arranges for a post-mortem and autopsy examination by a qualified veterinary surgeon.

HOME CONNECT - POLICY WORDINGS

- f) in the event of loss of a pet due to theft, You should lodge a complaint with the Police within 24 hours and take all necessary measures to try to locate the pet, including placing an advertisement in a major daily newspaper.
- g) Our liability shall be conditional upon Your warranty that at the commencement of this Policy, each Pet insured is of sound health and free from any illness, disease, lameness, injury or physical disability.
- h) In any claim or in any action suit or proceeding to enforce a claim for death of a pet under this Section, the Insured has to prove that the death does not fall under any of the exclusions above and has to submit the Death certificate.

All exclusions and conditions applicable to "Section II Additional Protection" is deemed to be incorporated hereunder.

BASIS OF SUM INSURED and INDEMNITY

The indemnity in respect Your Pet covered under this section shall not exceed an amount as mentioned in the Policy Schedule for each pet with an excess Rs.250 for each and every claim. Our liability is restricted to two pets only.

SECTION –XIII ATM CASH WITHDRAWAL PROTECTION

Under this section, We shall indemnify You towards, **loss of Money** in Your possession withdrawn from any ATM in India using Your ATM/Debit Card, **against robbery or theft caused at Your Insured Home** within 6 hours of the withdrawal subject to Sum Insured for this section as mentioned in the Schedule for any one loss during the Policy tenure theft and a written police report being obtained in that regard.

EXCLUSIONS

This section of the Policy does not indemnify You, for

1. Theft of Money from an unattended vehicle
2. Damages and/ or liabilities that happened before or after the covered period

BASIS OF SUM INSURED and INDEMNITY

The indemnity in respect Your ATM withdrawal covered under this section shall not exceed an amount as specified in the Policy Schedule with an excess Rs.250 for each and every claim.

SECTION –XIV PLATE GLASS PROTECTION

We shall indemnify You to the extent of the Intrinsic Value of any Plate Glass described in the Schedule accidentally Damaged ("Damage" as hereinafter defined) or any loss due to any fortuitous event not hereinafter excluded in respect of each item the Sum Insured thereon expressed in the Schedule or in the whole in any one Period of Insurance the Total Sum Insured hereby or such sum or sums as may be substituted thereof by endorsement hereon or attached hereto signed by or on behalf of the Company.

SUM INSURED and BASIS OF INDEMNITY

The basis of valuation and indemnity in respect of each item covered under this section shall be on Market Value basis.

In the event of Property insured being Damaged by any of the specified perils, We shall pay for the amount of Damage or loss or at its option replace or repair the Damaged item.

If the item hereby insured shall, at the commencement of any destruction of or Damage to the item by any of the Insured perils be collectively of greater value than the Sum Insured thereon, then You shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss as Sum Insured bears to such value. Every item, if more than one, of the Policy shall be separately subject to this condition.

Upon happening of the Damage, the Sum Insured shall stand reduced by the amount of such loss paid by the Company. The Sum Insured shall be reinstated only upon You paying Us the prorata premium for the unexpired Period of Insurance from the date of such loss to the expiry date of the Policy for the amount of such loss.

CONDITIONS

1. ASSESSMENT OF PAYMENT

We may, in Our sole and absolute discretion, repair, replace or reinstate the Plate Glass to a condition equivalent to that which existed immediately prior to the insured event as an alternative to making payment to You.

If We opts to make payment to You, then:

- a) The payment will be assessed by reference to the cost of replacing the Plate Glass with glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.
- b) Where any Plate Glass is no longer in production, the payment will be assessed by reference to the latest available price that was being charged by reputable manufacturers for the same or similar Plate Glass.
- c) Our liability to make payment shall be up to the Insured Value as specified in the Schedule for each item of Plate Glass.
- d) All Plate Glass in respect of which a Claim is accepted under this Policy shall become the property of the Company and the Insured shall, at its own expense, take all steps to preserve it and remove from it any uninsured items.

EXCLUSIONS

The Company shall not be liable in respect of:

1. Any loss or Damage caused wilfully or knowingly by the Insured, or any loss or Damage in which the Insured or any person acting on his behalf is involved or implicated.
2. Damage arising from the Plate Glass being worked upon in any manner or during its removal or replacement or arising out of or in course of alterations to the Premises.
3. Frames or framework of any description or the cost of removal of any fittings, fixtures or other obstructions.
4. Scratched, cracked or imperfect Plate Glass.

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5. Disfiguration or scratching or Damage to glass other than fracture extending through the entire thickness of glass;
6. Breakage of glass not completely and securely fixed;
7. Damage as a result of faulty workmanship and/or defective design of frames or framework or fittings or fixtures of any description.
8. Costs of recreating any glazing and/or lettering and /or ornamentation and /or any surface treatment or surfacing on the Damaged Plate Glass unless such is specifically declared for insurance hereon.

STANDARD TERMS & CONDITIONS OF THE POLICY

These terms and conditions have general application to this Policy as a whole, and they apply regardless of the number of benefits that are operative under this Policy. Please note that each Benefit may have additional terms and conditions that re 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. Make true and full disclosure in the proposal and related documents

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

2. Obligation to take care : You must:

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

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

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

4. Changes to covers

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

5. Records to be maintained: the insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.

6. No Constructive Notice: Any of the circumstances in relation to these conditions coming to the knowledge of any official of the company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptable of any premium.

7. Notice of Charge etc. : The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the company.

8. Special Provisions: Any special provisions subject to which this Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

9. Waiver of Underinsurance: Underinsurance does not apply to the Section I . Thus, if Your Sum Insured calculated on the basis of the information that You provided, is less than the actual value at risk, the difference will not affect the amount We pay

10. Overriding effect in Section's Term & Conditions: The terms and conditions contained herein and in separate coverage section shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term(s) and condition(s) contained herein shall be read with the scope of cover/terms and conditions contained in section and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

HOME CONNECT - POLICY WORDINGS

- 11. Electronic Transactions:** The insured agrees to adhere to and comply with all such terms and conditions as the company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, world wide web, electronic data interchange, call centres, teleservice operations (Whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The insured agrees that the Company may exchange, share or part with any information to or with any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.
- 12. Allow inspection and investigation of claim:** You must allow, and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.
- 13. Make true statements and full disclosure in the claim and related documents** You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.
- 14. Position after a claim:** The Insured shall not be entitled to abandon any Insured item/Property whether the company has taken possession of the same or not. As from the day of receipt of the claim amount by the insured as determined by the Company to be fit and proper, the Sum Insured for the remainder of the period of Insurance shall stand reduced by the amount of the compensation.
- 15. Claims Procedure**
If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost. The procedure for making a claim is given below. These include things that You must do, and that You must not do. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.
 - 1. Immediate notice to Us**
 - a. As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
 - b. You can give notice to any of Our offices or call-centres.
 - c. You must state in this notice
 - i. the Policy Number,
 - ii. Your name,
 - iii. details of report to the police that You made,
 - iv. details of report to any Authority that You made,
 - v. details of the Insured Event,
 - vi. a brief statement of the loss,
 - vii. particulars of any other insurance of Your Home Building or any of Your Home Contents,
 - viii. details of loss or damage under any Optional Cover or Add-ons,
 - ix. submit photographs of loss or physical damage, wherever possible.
 - 2. Steps to prevent loss and damage**
 - a. You must take all reasonable steps to prevent further loss or damage to Your Home Building and Home Contents.
 - b. Until We have inspected Your Home Building and Home Contents, and have given Our consent,
 - i. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
 - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity;
 - iii. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.
 - 3. Immediate notice to Authorities**
 - a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event You must inform the police.
 - 4. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report. Submit claim**
 - a. Claim form:**
 - i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.

HOME CONNECT - POLICY WORDINGS

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

5. Establish loss

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

6. Fraudulent claim

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

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

7. Other insurance

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

8. Recovery action by Us

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

16. Cancellation and Termination of Policy

1. Cancellation by You at any Time
 - a. You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.
 - b. If You cancel the policy, We will refund premium as follows:
2. No refund shall be allowed if there has been a claim under the policy.

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At the request of the insured refund may be allowed subject to the following conditions:

Refund for Annual Policy

For a period not exceeding	15 days	90% of the Annual rate
-do-	1 month	85% of the Annual rate
-do-	2 months	70% of the Annual rate
-do-	3 months	60% of the Annual rate
-do-	4 months	50% of the Annual rate
-do-	5 months	40% of the Annual rate
-do-	6 months	30% of the Annual rate
-do-	7 months	25% of the Annual rate
-do-	8 months	20% of the Annual rate
-do-	9 months	15% of the Annual rate
For a period exceeding	9 months	No Refund

Refund on cancellation of Long term Policy(More than 1Year)

If the policy is cancelled within 1 years of inception, the premium to be retained shall be worked out as per normal rates applicable - that is without allowing any long term discount

If the policy is cancelled after 1 years of inception, the long term discount slab shall be reworked for the number of years the policy was actually in force. For this purpose fraction of a year shall be rounded to the next higher year. For example if the policy has run for 3 years and 3 months, premium shall be retained for 4 years.

3. Cancellation by Us:

- We will not cancel the Policy during the policy period except on the grounds of mis-representation, non-disclosure of material facts, fraud or non-co- operation on Your part.
- In case of Total Loss of Your Home Building in a long term policy where You have decided not to reinstate Your Home Building in favour of a cash settlement of Your claim, We will cancel the policy for the remaining duration of the policy period. In such a case We shall refund the proportionate premium for the un-expired policy years after grossing up the premium paid by You towards long term discount, if any.

4. Automatic termination of the Policy

This Policy will automatically end in the following cases:

- Destruction of Your Home Building: This Policy will automatically end 7 (seven) days after Your Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of Your Home Building, or any additional structure falls down or is destroyed by reason other than any Insured Event, the covers will end for such part or additional structure.
You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on the same rates, terms and conditions.
- Exhaustion of Sum Insured: If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Policy will end.
- Change of use of Your Home Building or Home Contents: The Policy will end
 - if You change the use of Your Home Building from personal residence to any other purpose, or
 - if You use any item of Home Contents for use that is not personal.
- Sale of Your Home Building or Home Contents: This Policy will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to an end. The Policy will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.
- Effect of death
In the event of the unfortunate death of the Insured during the Policy Period, the Home Building Cover and the Home Contents Cover that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

17. Policy Disputes: Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practices of such court.

18. Arbitration

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

HOME CONNECT - POLICY WORDINGS

19. Renewal of Policy

End of Policy: This Policy will expire at the end of the Policy Period.

Renewal is not automatic, We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of mis- representation, non-disclosure of material facts, fraud or non-co-operation on Your part.

Application for renewal: If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

20. Observation of Terms and Conditions: The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

21. Nomination for this Policy

You can nominate a person to receive the claim amount under this Policy in the event of Your death. You can make such nomination at the time You take the Policy, or later. You can also change the nomination at any time. You can make the nomination on Our nomination form available in Our office or from Our website:

22. Applicable law and jurisdiction

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

23. Notices

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

In case of the Company:

Liberty General Insurance Limited, Unit 1501 & 1502,
15th Floor, Tower 2, One International Center,
Senapati Bapat Marg, Prabhadevi, Mumbai - 400013.

Tel: 02207001313
Fax : 022 67001606

Notice and instruction will be deemed served 7 days after posting or immediately upon recipient in the case of hand delivery, fax or e-mail.

24. Customer Service: If at any time the Insured requires any clarification or assistance, the insured may contact the offices of the Company at the address specified during normal business hours.

Liberty General Insurance Limited

Address: Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013.

Website: <https://www.libertyinsurance.in/>

E-mail: care@libertyinsurance.in

Customer Service: care@libertyinsurance.in /18002665844

GRIEVANCE REDRESSAL

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

1. Our Grievance Redressal Officer

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

Grievance Redressal Officer

Liberty General Insurance Limited, Unit 1501 & 1502,
15th Floor, Tower 2, One International Center,
Senapati Bapat Marg, Prabhadevi, Mumbai - 400013.
Email us at: gro@libertyinsurance.in

2. Consumer Affairs Department of IRDAI

- In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an e-mail to complaints@irdai.gov.in. You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at igms.irdai.gov.in.
- You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking [here](#). You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.
- You can visit the portal <http://www.policyholder.gov.in> for more details.

