



**WITH YOU ALWAYS**

# **ADVANCE PROTECTION PLAN**

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## **GENERAL DEFINITIONS**

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

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

*Bodily 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 with a view to profit or gain.

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

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

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

- 1) household goods, such as furnitures , fixtures, fittings, home appliances, interior decorations and items of like nature.
- 2) Personal effects such as clothes and other articles of personal nature likely to be worn, used or carried but excluding money, jewellery and valuables unless specifically declared to and accepted by us.

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

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

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

*Hospital* means a place that:

- 1) operates primarily for the care and treatment of sick or injured persons, and
- 2) has a staff of one or more *Medical Practitioners* available at all times, and
- 3) provides 24-hour nursing service and has at least one registered professional nurse on duty at all times, and
- 4) has organised diagnostic and surgical facilities, either on the premises or has arrangements for these facilities with any other *Hospital* on a pre-arranged basis, and
- 5) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged or mentally disturbed, or similar institution.

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

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

*Medical Expenses* means expenses incurred on necessary medical or surgical treatment, services, or supplies.

*Medical Practitioner* means a person who holds a degree of a recognised institution and is registered by the Medical Council of any State or Union Territory of India.

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

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

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

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

*Pre-existing Condition* means a condition for which care, treatment, or advice was recommended by or received from a *Medical Practitioner* or which was first manifested or contracted before the start of the *Period of Insurance*.

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

*Short Period Rates* means:

	For a period not exceeding 10 days	10% of the annual rate				
”	”	”	1 month	15%	”	”
”	”	”	2 months	30%	”	”
”	”	”	3 months	40%	”	”
”	”	”	4 months	50%	”	”
”	”	”	5 months	60%	”	”
”	”	”	6 months	70%	”	”
”	”	”	7 months	75%	”	”
”	”	”	8 months	80 %	”	”
”	”	”	9 months	85%	”	”
	For a period exceeding	9 months	The full annual rate.			

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

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

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

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

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

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

## GENERAL CONDITIONS

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

### 1 Reasonable Care

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

### 2 Adequacy of Sum Insured

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

- a) Buildings (Benefit: Fire & Special Perils), the cost of rebuilding at the same site a building of identical structure and design if the building(s) were completely destroyed;
- b) Contents (Benefit: Fire & Special Perils): the current *Market Value* of the *Contents*.

### 3 Notification of Claims

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

- a) Inform *Us* immediately, and, in any case by way of written intimation (against a receipt from *Us*) or by registered post not later than 7 days from the occurrence of the loss or the event giving rise to the claim.
- b) Provide *Us* with all relevant information, documentation and details of items lost, damaged or destroyed alongwith their values, and also any other assistance that *We* may reasonably require to enable *Us* or independent surveyors or *Our* representatives to investigate any claim and/or to establish to *Our* reasonable satisfaction that a loss of the amount stated has occurred under this *Policy*. Specifically in the case of the notification of a circumstance likely to give rise to a claim, *You* shall also give *Us* reasons for the anticipation of a claim with full particulars including dates and the persons involved.
- c) Preserve any damaged property so that it may, at *Our* discretion, be inspected and examined by independent surveyors or *Our* representatives.
- d) In case of actual or attempted *Burglary* or *Theft*, *You* must in addition to a), b) and c) above:

- i) immediately lodge a written complaint with the police listing out the items with values that were lost, damaged or destroyed and that *You* intend to claim for and forward a copy of that written complaint, the First Information Report and/or Final Report to *Us*, and
  - ii) take all practicable steps to apprehend the guilty persons and to recover any property lost, and
  - iii) protect the remaining property from further damage as per General Condition 1 above, and
  - iv) within 7 days supply *Us* with an inventory of damaged or stolen property detailing the quantity, age, description, actual cash value and amount of loss claimed for in respect of each item, along with all documentation required to support and substantiate *Your* claim.
- e) In case the event or circumstance to be notified involves any form of legal process, *You* must in addition to a), b), c) and d) above:
- i) immediately send *Us* every written notice or information of any verbal notice of a claim, and
  - ii) immediately send *Us* any writ, summons, or other legal process issued or commenced against *You*, and
  - iii) permit *Us* to take over the control and conduct of the defence, pursuit or settlement of any claim and provide *Us* or *Our* representatives with such cooperation and assistance as may be required for that purpose, and
  - iv) not, without *Our* prior written consent, incur any costs, admit liability for or attempt to settle, make any admission, offer any payment or otherwise assume any contractual obligation with respect to any legal action or threat of legal action.

#### 4 Basis of Loss Settlement

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

- a) In the event of a total loss of an item, *We* will pay *You* the *Market Value* of the item (or, if not readily available, then an item of equivalent but not better quality) as it existed immediately before the occurrence of the loss, less salvage value but limited nevertheless to the *Benefit Sum Insured* or the limit as stated in the *Schedule*. However, *We* may instead (alone or with other Insurers), in *Our* sole and absolute discretion, reinstate, replace or repair the property or premises lost or any part thereof, but only to the extent and in the manner that circumstances permit.
- b) In the case of damage to an item:
  - a. If it is reasonably capable of repair, reinstatement, renewal or refurbishment then *Our* payment to *You* will reflect *Your* reasonable costs of restoring by such means the damaged item to its condition immediately prior to the event that gave rise to the claim under this *Policy*.

- b. If the cost of replacement, repair, reinstatement, renewal or refurbishment of any item is equal to or exceeds the value of the lost or damaged item immediately before the occurrence of the damage, then *We* will pay *You* the value of the item as it existed immediately before the occurrence of the loss or damage, less salvage value but limited nevertheless to the *Benefit Sum Insured* or the limit as stated in the *Schedule*.
- c) *We* will only pay *You* in India and in Indian Rupees subject to *Your* having established to *Our* reasonable satisfaction that the replacement, reinstatement, repair, renewal or refurbishment has been effected by *You*.
- d) *We* shall not make any payment for the cost of any enhancements, alterations, additions and/or improvements.
- e) *We* shall not make any payment for more than 20% of the *Benefit Sum Insured* of “Benefit A: Fire” or “Benefit B: Burglary” in respect of any one item unless specifically declared by *You* in *Your Proposal* and accepted by *Us*.
- f) If at the time of the happening of any event that gives rise to a claim under this *Policy* the *Benefit Sum Insured* of “Benefit: Fire” in this *Policy* is equal to or less than 85% of the full value of the property, as provided for under General Condition 2, then the amount of any payment that *We* are obliged to make shall be reduced by a sum equal to a rateable proportion of the loss or damage sustained. Under no circumstances will *Our* liability to make payment exceed the *Benefit Sum Insured* relating to the Benefit under which the claim has been preferred.
- g) If *You* have any other insurance(s) that would cover a claim under this *Policy*, or would cover that claim but for the existence of this *Policy*, then *Our* payment to *You* will represent a rateable proportion of the claim.
- h) Under no circumstances will *Our* liability to make payment exceed the *Sum Insured* under any particular Benefit per claim and in the aggregate.

## 5 Change in Circumstances

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

- a) Change of address.
- b) Structural alteration to *Your Home*.
- c) Expectation or knowledge that *Your Home* will be *Unoccupied*.
- d) Act of insolvency on *Your* part or that of *Your Family*.
- e) Any police caution for or charge in respect of any offence under, other than a driving offence.

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

## 6 **Fraud**

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

## 7 **Cancellation**

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

## 8 **Dispute Resolution**

If any dispute or difference shall arise as to the quantum to be paid under this *Policy* (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by *You* and *Us* jointly. If there is no agreement upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

*Your* and/or *Your Family's* and/or *Your Domestic Staff's* compliance with the terms and conditions of this *Policy*, in so far as these require anything to be done by *You* and/or by *Them* or complied with by *You* and/or *Them*, is a condition precedent to *Our* liability. In the event of any breach, *We* may repudiate any liability for *Your* claim.

## 10 Your Special Rights & Duties

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

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

## 11. This *Policy* does not cover

Any consequential loss or loss, destruction, damage or *Bodily Injury* due to:

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

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

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to the Tata AIG General Insurance Company Limited (hereinafter called the Company) the premium mentioned in the said schedule, THE COMPANY AGREES, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the Property insured described in the said Schedule or any part of such Property be directly destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the said Schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof:

### **I. Fire**

Excluding destruction or damage caused to the property insured by

(a) (i) it's own fermentation, natural heating or spontaneous combustion.

(ii) it's undergoing any heating or drying process.

(b) burning of property insured by order of any Public Authority.

### **II. Lightning**

### **III. Explosion/Implosion**

(Excluding loss, destruction or damage)

- a) to the boilers (other than domestic boilers), economisers or other vessels, machinery or apparatus ( in which steam is generated) or their contents resulting from their own explosion/implosion,
- b) caused by centrifugal forces.

### **IV. Aircraft Damage**

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

### **V. Riot, Strike, Malicious and Terrorism Damage**

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:

a. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

b. permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted authority.

c. permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit of machinery or prevention of access to the same.

d. burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

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

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

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

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

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

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

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

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

Loss, destruction or damage directly caused by Storm,Cyclone,Typhoon,Tempest,Hurricane, Tornado, Flood and Innundation .

### **VII Impact Damage**

Loss of visible physical damage or destruction caused to the property insured due to Impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by

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

### **VIII. Subsidence and Landslide including Rock slide**

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

- a. the normal cracking, settlement or bedding down of new structures
- b. the settlement or movement of made up ground
- c. coastal or river erosion
- d. defective design or workmanship or use of defective materials
- e. demolition, construction, structural alterations or repair of any property or groundworks or excavations.

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

### **X Missile Testing operations**

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

Excluding loss , destruction or damage caused by:

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

### **XII Bush Fire**

Excluding loss, destruction or damage caused by Forest Fire.

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

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

#### **Onus of proof**

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

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

## GENERAL EXCLUSIONS

This Policy does not cover

1. First Rs.250/- in respect of each and every claim.
2. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Loss, destruction or damage directly or indirectly caused to the property insured by
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
4. Loss, destruction or damage caused to the insured property by pollution or contamination excluding
  - a. pollution or contamination which itself results from a peril hereby insured against.
  - b. any peril hereby insured against which itself results from pollution or contamination
5. Loss, destruction or damage to bullion or unset precious stones, curios or works of art for an amount exceeding Rs. 10000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.
6. Loss, destruction or damage to any electrical and /or electronic machine, apparatus, fixture or fitting (excluding fans and electrical wiring in dwellings) arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self- heating, or leakage of electricity, from whatever cause (lightning included).
7. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal necessarily incurred by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
8. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
9. Loss by theft during or after occurrence of any insured peril except a provided under Riot, Strike and Malicious Damage cover.

10. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to volcanic eruption or other convulsions of nature.

11. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

## GENERAL CONDITIONS

1. THIS *POLICY* shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.

2. All insurances under this *Policy* shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

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

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

3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the *Policy* by or on behalf of the Company: -

a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.

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

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

4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this *Policy*, be insured by any marine *Policy* or policies except in respect of any excess beyond the amount which would have been payable under the marine *Policy* or policies had this insurance not been effected.

5. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary *Short period rate* for the time the *Policy* has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

7.(i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company

(a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.

(b) Particulars of all other insurances, if any

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

No claim under this *Policy* shall be payable unless the terms of this Conditions have been complied with.

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

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

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

b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.

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

d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the *Policy*, or if any claim is made,

until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this *Policy* in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this *Policy* shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

8. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the *Policy* or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this *Policy* shall be forfeited.

9. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage not more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

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

10. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the *Sum Insured* thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the *Policy* shall be separately subject to this condition.

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

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

of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this *Policy*, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

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

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

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

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

15. At all times during the *Period of Insurance* of this *Policy* the insurance cover will be maintained to the full extent of the respective *Sum Insured* in consideration of which upon the settlement of any loss under this *Policy*, pro-rata premium for the unexpired period from the date of such loss to the expiry of *Period of Insurance* for the amount of such loss shall be payable by the insured to the Company.

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

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

**BENEFIT: BURGLARY & THEFT**  
**(ON FIRST LOSS BASIS)**

**1) What We Will Cover**

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

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

**2) What We Will Not Cover**

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

- a) If the loss or damage occurs while *Your Home* is *Unoccupied*.
- b) If *You* and/or *Your Family* and/or *Your Domestic Staff* are directly and / or indirectly in any way involved in or concerned with the actual or attempted *Burglary* or *Theft*.
- c) In respect of any *Kutcha Construction*.
- d) For any loss or damage to livestock, motor vehicles, pedal cycles, money, securities for money, stamp, bullion, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, business books, manuscripts, documents of any kind, unset precious stones, jewellery, valuables, ATM or credit cards (unless previously specifically declared to and accepted by *Us*).
- e) For the first Rs 250 of each and every claim under this Benefit.
- f) Under and for any interest in the property insured which has come into existence subsequent to this *Policy* having come into effect.

**BENEFIT: PERSONAL ACCIDENT**

**1) What We Will Cover**

We will pay *You* or *Your* assigns the sums set out below if *You*, aged between 12 and 70 years on the happening of the insured event, sustain *Bodily Injury* anywhere in the world solely and directly caused by *Accident*:

1. If such *Bodily Injury* is the sole and direct cause of death within 12 calendar months of the *Bodily Injury*, the *Benefit Sum Insured* per person.
2. If such *Bodily Injury* causes disablement and is, within 12 calendar months of the *Bodily Injury*, the sole and direct cause of the total and irrevocable loss of:
  - a) the sight of both eyes, or the *Physical Separation* of 2 entire hands or 2 entire feet, or 1 entire hand and 1 entire foot, or the loss of sight of 1 eye and *Physical Separation* of 1 entire hand or 1 entire foot, the *Benefit Sum Insured* per person;
  - b) the use of 2 hands or 2 feet, or of 1 hand and 1 foot, or the loss of sight of 1 eye and 1 hand or 1 foot, the *Benefit Sum Insured* per person;
  - c) the sight of 1 eye or of the *Physical Separation* of 1 entire hand, 50% of the *Benefit Sum Insured* per person;
  - d) the use of 1 hand or 1 foot without *Physical Separation*, 50% of the *Benefit Sum Insured* per person;
3. If such *Bodily Injury* is the immediate sole and direct cause of the permanent and absolute inability to engage in any occupation or profession due to disability, the *Benefit Sum Insured* per person.
4. If such *Bodily Injury* is, within 12 calendar months of the *Bodily Injury*, the sole and direct cause of the total and irrevocable loss of use of or of the actual loss by *Physical Separation* of the following, then the percentage of the *Benefit Sum Insured* per person detailed below:

	<b>DETAILS</b>	<b>PERCENTAGE OF SECTION SUM INSURED</b>
1.	LOSS OF TOES – ALL	20
	GREAT-BOTH PHALANGES	5
	GREAT-ONE PHALANX	2
	TOE LOST EACH	1

2.	LOSS OF HEARING- BOTH EARS	50
3.	LOSS OF HEARING- ONE EAR	15
4.	LOSS OF FOUR FINGERS AND THUMB OF ONE HAND	40
5.	LOSS OF FOUR FINGERS	35
6.	LOSS OF THUMB - BOTH PHALANGES	25
	- ONE PHALANX	10
7.	LOSS OF INDEX FINGER -THREE PHALANGES	10
	-TWO PHALANGES	8
	-ONE PHALANX	4
8.	LOSS OF MIDDLE FINGER - THREE PHALANGES	6
	- TWO PHALANGES	4
	-ONE PHALANX	2
9.	LOSS OF RING FINGER - THREE PHALANGES	5
	- TWO PHALANGES	4
	-ONE PHALANX	2
10.	LOSS OF LITTLE FINGER - THREE PHALANGES	4
	- TWO PHALANGES	3
	-ONE PHALANX	2
11	LOSS OF METACARPALS - FIRST OR SECOND	3
	LOSS OF METACARPALS -THIRD, FOURTH, FIFTH	2
12.	ANY OTHER PERMANENT PARTIAL DISMEMBERMENT	PERCENTAGE AS ASESSSED BY THE MEDICAL PRACTITIONER

5. In the event of *Your* death away from *Your* ordinary place of residence, *We* shall reimburse the expenses incurred in transporting *Your* mortal remains to *Your* ordinary place of residence, subject to a maximum of 2% of the *Benefit Sum Insured* per person or Rs.2, 000/-, whichever is less.

6. If *You* do not make a claim under this Benefit during this *Period of Insurance*, and *You* renew this *Policy* with *Us* within 30 days of its expiry, then *We* shall increase the *Benefit Sum Insured* 5% per subsequent *Period of Insurance* until it stands 50% higher than the current the *Benefit Sum Insured* per person.

## 2) What We Will Not Cover

*We* will not make payment under this Benefit:

- a) for any more than one of the benefits listed at 1)2a) to 1)2d) inclusive in respect of the same *Bodily Injury*;
- b) in respect of any death, disablement or *Bodily Injury* caused by, contributed to by, or howsoever arising from *Your* and/or *Your Family's*:
  - i) use or misuse of any drugs, alcohol or solvents;
  - ii) actual or attempted suicide, whether assisted or not;
  - iii) intentionally self-inflicted injury;
  - iv) engagement in dangerous activities;
  - v) mounting into, dismounting from or travelling in any aircraft other than as a fare paying passenger on a scheduled flight;
  - vi) sexually transmitted diseases;
  - vii) insanity;
  - viii) mental disorder or psychosomatic dysfunction;
  - ix) commission of any actual or attempted illegal or unlawful act;
  - x) pregnancy, aggravated or prolonged childbirth or in consequence thereof.
- c) the aggravation of any injury, sickness or disease for which medical care, treatment, or advice was recommended by or received from a physician or from which *You* and/or *Your Family* suffered or which was present before the commencement of the *Period of Insurance*.

### Special Conditions Applicable to this Benefit in Addition to the General Conditions

*Your* assignees or personal legal representative must:

- a) If an event of *Bodily Injury* occurs that may reasonably be expected to result in a claim, give *Us* immediate notice followed by a written notice within 7 days and provide *Us* with a medical certificate detailing the *Bodily Injury*;
- b) If an event of death arising out of *Bodily Injury* occurs, give *Us* written notice immediately;
- c) Within a period of 14 days, at *Your* own cost, provide *Us* with all medical and other information and documentation that *We* may require in the format that *We* specify.
- d) permit any medical or other agent retained by *Us* to make an examination of the person claiming *Bodily Injury* or its consequences when and so often as may reasonably be required and, in the

event of death, arrange for a post-mortem examination, in either case at *Your* expense and within a period of 14 days of *Our* request.

**Note:** *Physical Separation* means as regards the hand actual separation at or above the wrists, and as regards the foot means actual separation at or above the ankle.

## KEY REPLACEMENT

### **GENERAL DEFINITIONS**

**A. You and Your** means:

1. The “named insured” shown in the Declaration page; and
2. The legally married spouse or dependent children under age 21 (twenty-one), living with **you** in **your** home.

**B. We, Us, and Our** means the Tata AIG General Insurance Company Ltd.

**C. Policy period** means the period of time **you** are covered by this insurance from the effective date to the expiration date.

**D. Lost or Stolen** means having been inadvertently lost or having been stolen by a third party without **your** assistance, consent or cooperation.

**E. Business** means:

1. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
2. Any other activity engaged in for money or other compensation.

**F. Minimum Premium** means the amount of Rs.50.

**G. Short Period Rates** means

Period	% of annual premium
Not exceeding 1 month	1/4th of annual rate
Exceeding 1 month but not exceeding 3 month	½ of the annual rate
Exceeding 3 month but not exceeding 6 month	3/4th of annual rate
Exceeding 6 month	Full annual rate

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

**I. Vehicle** means your car, truck, jeep, motor cycle, recreational vehicle, or camper.

## KEY REPLACEMENT

### **POLICY CONDITIONS**

#### **A. Arbitration**

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by **You** and **Us** jointly.

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

#### **B. Excess of Other Insurance Coverage**

Coverages provided by this policy are EXCESS; this means that if, at the time of occurrence, **you** have other valid and collectible insurance - such as but not limited to homeowner's or renter's insurance – this policy will only cover that amount not covered by such other insurance, up to the limits of the specific coverage. If the event is covered by more than one of the policy coverages, **we** will only pay the amount from the coverage under which **you** first filed the claim.

#### **C. Governing Law**

This Policy shall be governed by the law of India.

#### **D. Policy Period**

The maximum policy period for this policy is one year. This coverage will continue as long as the premium is paid, except if coverage is otherwise cancelled under this policy.

#### **E. Concealment or Fraud**

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

**F. You** must use all reasonable means to avoid future loss at and after the time of loss.

#### **H. Duties After an Accident or Loss**

**We** have no duty to provide coverage under this policy unless there has been full compliance with the duties that are detailed in each coverages section. **You** are required to cooperate with us in investigating, evaluating and settling a claim.

## KEY REPLACEMENT

### **POLICY EXCLUSIONS**

We will not cover the following:

- A. Losses that do not occur within the policy period;
- B. Losses that result from or related to **business** pursuits including **your** work or profession;
- C. Losses caused by illegal acts;
- D. Losses that **you** have intentionally caused;
- E. Losses that result from the direct actions of a **relative**, or actions that a **relative** knew of or planned.
- F. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, riot or the act of any lawfully constituted authority.
- G. Losses due to the order of any government, public authority, or customers' officials.
- H. Losses due to ionising radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion (including any self sustaining process of nuclear fission) of nuclear fuel.
- I. Losses due to the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- J. Losses due to nuclear weapons material.

#### **K. Terrorism Exclusion Warranty**

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

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

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

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## **KEY REPLACEMENT**

### **POLICY DEDUCTIBLE**

Subject to the policy limits that apply, **we** will pay only that part of the total of all covered loss that exceeds the deductible amount shown in the Policy Schedule.

### **POLICY LIMITATION**

For each of the coverage, **we** will pay up to the maximum amount per occurrence and per **policy period** as shown in the Policy Schedule.

### **POLICY CANCELLATIONS/CHANGES**

**You** may cancel this policy by giving **us** 15 days written notice and **we** shall then refund a portion of the premium on **short period rates** for the remaining **policy period**, subject to **our** retention of the **minimum premium**. However, if **you** have made any claim on this policy before the cancellation date then no refund of premium will be given.

**We** may cancel this Policy by giving **you** 15 days written notice and **we** shall then refund a pro-rata portion of the premium for the remaining **policy period** unless **you** have made any claim under this Policy, in which case no refund of premium will be due to **you**.

**We** will pay any refund due as soon as practicable, but this is not a condition precedent to the effectiveness of cancellation.

#### **A. Changes**

**You** must notify **us** within 7 days of any change in circumstance which will affect this insurance.

If **we** are advised by **you** of any change in circumstance which will affect this insurance, **we** reserve the right to amend any of the terms or conditions of this insurance following at least 15 days notice to **you** by **us**.

No change or modification of this policy shall be effective except when made by written endorsement signed by **our** authorized representative.

## **KEY REPLACEMENT COVERAGE**

### **Coverage Definitions**

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

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

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

1. Key Replacement – **We** will reimburse **you** for the cost of replacing **your residence** and/or **your vehicle** keys which are **lost or stolen**. The covered cost is limited to the money **you** paid to a locksmith to produce a new key.

2. **Break-in** Protection – **We** will reimburse **you** for the cost of replacing **your** locks and keys if **your residence** or **your vehicle** is broken into. The covered costs include the labor cost for replacing the lock.

3. Lock Out Reimbursement – **We** will reimburse **you** for the cost of obtaining a locksmith if **you** are locked out of **your residence** or **your vehicle** due to the loss or theft of **your** keys.

4. Rental Car Reimbursement – **We** will cover the reasonable cost of a rental car if **your vehicle** keys are **lost or stolen** and it will take more than 24 hours to replace them;

### **II. Coverage Exclusions**

**We** will not pay for:

1. costs other than those listed in the “What **We** Cover” section;
2. costs associated with **lost or stolen** keys for a **residence** other than **your** primary **residence**;
3. The cost to replace keys to **vehicles** that **you** do not own for personal use;

### **III. Coverage Conditions**

For **break-in** protection claims, **you** must provide an official police report that indicates the incident happened within the covered time frame in order for us to pay the claim; unless you are legally incapable of doing so.

#### **IV. Duties After An Accident or Loss**

In the event of a covered loss:

1. **You** shall call **us** at 1800119966 or provide written intimation within 24 hrs. of discovering the loss to make a claim and obtain the proper forms and instructions;
2. **You** shall file a police report within 24 hours of discovering a covered incident.
3. **You** shall fill out and return any claims forms and accompanying documents including police reports (where necessary), receipts for replacing locks and/or keys, and any other documents **we** may ask **you** to provide;
4. The claims form and accompanying documents must be returned to **us** within 3 days of making the original claim.