



# THE ORIENTAL INSURANCE COMPANY LIMITED

Regd. Office : Oriental House, P.B. No. 7037,  
A-25/27, Asaf Ali Road, New Delhi - 110 002

## HOUSEHOLDER'S INSURANCE POLICY

WHEREAS the Insured named in the Schedule hereto has made to THE ORIENTAL INSURANCE CO. LTD. (hereinafter called "the Company") a proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein for the insurance hereinafter contained and has paid or agreed to pay the premium stated herein.

The Company hereby agrees subject to terms and conditions contained herein or endorsed or otherwise expressed hereon that if the Insured shall sustain LOSS or DAMAGE or INCUR LIABILITY or the Insured or any member of the Insured's family named in the schedule shall sustain BODILY INJURY by accident at any time during the period of insurance stated herein or any subsequent period in respect of which the Insured shall have paid or agreed to pay and the Company shall have accepted or agreed to accept the premium required for the renewal thereof, the Company shall pay to the Insured the value, at the time of happening of such LOSS of the property so lost or the amount of such damage or the amount of liability incurred or the benefits specified herein but not exceeding in anyone period of insurance in respect of each of the several items specified herein the sum set opposite thereto respectively.

### GENERAL CONDITIONS:

- 1 NOTICE:** Every notice and communication to the Company required by this policy shall be in writing to the office of the Company through which this insurance is effected.
- 2 MIS-DESCRIPTION:** This Policy shall be void and all premium paid hereon to the Company shall be forfeited in the event of mis-representation, mis-description or non-disclosure of any material particulars.
- 3 REASONABLE CARE:** The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage. The Insured shall exercise reasonable care and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
- 4 CANCELLATION:** The Company may at any time by seven days notice in writing cancel this Policy in which case the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of Insurance. This Policy may also be terminated at any time at the request of the insured in which case the Company shall retain the premium for the period this Policy has been in force at the short period scales of rates as follows provided no claim has been reported in such case no refund shall be made:-.

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

### 5 CLAIMS PROCEDURE:

- i The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this Policy:
  - a) In the event of theft, lodge forthwith a complaint in writing with the Police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.
  - b) Give immediate written notice thereof to the Company and shall within Fourteen (14) days thereafter furnish to the Company at his own expense detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.
- ii If the Insured or any member of the Insured's family named in the schedule sustains any bodily injury in respect of which claim is or may be made hereunder, prompt written notice thereof shall be given to the company immediately but in any event within Fourteen days of the date of injury. If the insured or any member of the Insured's family covered under this Policy shall die, immediate notice of death shall be given by the Insured or the members of the Insured family or Assignee forthwith. In the event of loss of sight or amputation of limbs, written immediate notice thereof must be given after such loss of sight or amputation. All certificates, information and evidence whether from a Medical Attendant or otherwise required by the company shall be furnished at the expense of the Insured or the members of the Insured family or Assignee and shall be in such form and of such nature as the Company may prescribe. The Insured Person must immediately after the occurrence of an accident, which may be the subject of a claim hereunder, obtain medical treatment, failing which the Company shall not be liable for any consequences thereof.
- iii Any medical or other agent/ investigator of the Company shall be allowed to examine the Insured Person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company and in the event of death, to make a post mortem examination of the Body of the Insured Person. Such evidences as may be from time to time required by the Company shall be furnished and a postmortem examination be furnished within 14 (fourteen) days after demand in writing and in the event of a claim in respect of loss of sight, the Insured or the Insured Person shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem fit.
- iv The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy give immediate written notice thereof to the Company and shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any expense in making good any claim without prior written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without written consent of the Company.

**6 CONTRIBUTION:** In the event of any loss, damage, liability or expenses covered by this Policy if there shall be any other insurance covering the same loss, damage, liability or expenses whether effected by the Insured or not, this Policy shall pay only so much of the

excess of such loss, damage, liability or expenses as is not recoverable under such other insurance, subject always to the limitations of this Policy.

- 7 FRAUD:** If any claim under the Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under the Policy, all benefits under the policy shall be forfeited.
- 8 INDEMNITY:** The Company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit, and in a reasonable and sufficient manner and in no case the Company shall be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage nor more than the Sum Insured by the Company thereon.
- 9 AVERAGE:** If the property hereby insured shall at the time of any loss or damage be collectively of greater value than Sum Insured thereon then the Insured shall be insurer considered as being his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.
- 10 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 by the parties in difference or if they cannot agree upon a sole arbitrator within 30 (thirty) 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 hereby 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 under this policy that the award by such arbitrator, arbitrators or presiding arbitrator of the amount of the loss or damage shall be first obtained.

The parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and charges of the presiding arbitrator.

- 11 DISCLAIMER:** It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within 12 (Twelve) 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.
- 12** No sums payable under this Policy shall carry interest under any circumstances.
- 13 GEOGRAPHICAL SCOPE:** Geographical scope of this policy shall be India except for Section 8 (Personal Accident) and Section 10 (Baggage).

- 14. STATUTORY AND OTHER SAFETY REQUIREMENTS:** The insured shall always comply with all statutory and other regulations.
- 15. OBSERVATION OF TERMS AND CONDITIONS:** The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be condition precedent to any liability of the Company to make any-payment-under the Policy.

### **GENERAL EXCEPTIONS**

The Company shall not be liable in respect of:

- 1 Loss, damage, injury, liability *or* expenses, whether direct *or* indirect occasioned by, happening through *or* arising from any consequences *of* war, invasion, act *of* foreign enemy, hostilities (whether war be declared *or* not) civil war, rebellion, revolution, insurrection, military *or* usurped power, civil commotion *or* loot *or* pillage in connection herewith.
- 2 Loss, injury *or* damage caused by depreciation *or* wear and tear.
- 3 Consequential loss *of* any kind *or* description unless specifically covered.
- 4 Loss, injury *or* damage directly *or* indirectly caused by *or* arising from *or* in consequence *of* *or* contributed *to* by nuclear weapons material.
- 5 This insurance does not cover loss, injury *or* damage directly *or* indirectly caused by *or* arising from *or* in consequence *of* *or* contributed *to* by ionizing radiations *or* contamination by radioactivity from any nuclear fuel *or* from any nuclear waste *from* the combustion *of* nuclear fuel. For the purpose of this Condition only, 'Combustion' shall include any self-sustaining process of nuclear fission.
- 6 Loss, injury *or* damage occasioned by permanent *or* temporary dispossession resulting from confiscation, commandeering *or* requisition by any lawfully constituted authority.
- 7 Loss, injury *or* damage caused by *or* arising out of willful act *or* willful gross negligence on the part of the insured.

### **SECTION I BUILDING AND CONTENTS (Excluding Jewellery and Valuables)**

The Company shall indemnify the insured in respect *of* loss *of* *or* damage to the Building and Contents whilst contained in the insured premises by:

- (a) Fire, Lightning Explosion of gas in domestic appliances.
- (b) Bursting and overflowing of water tanks, apparatus *or* pipes..
- (c) Aircraft *or* articles dropped therefrom.
- (d) Riot, Strike *or* Malicious Act.
- (e) Earthquake (Fire *and* *or* Shock), Subsidence *and* Landslide (including Rockslide).
- (f) Flood, Inundation, Storm, Tempest, Typhoon, Hurricane, Tornado *or* Cyclone.
- (g) Direct Impact Damage.
- (h) Subsidence *and* landslide including rockslide.
- (i) Missile testing operations.

- (j) Leakage from automatic sprinkler installations.
- (k) Bush fire.

**EXTENSION:** The insurance by this Policy applies also to contents in so far as such property is not otherwise Insured whilst temporarily removed and during transit as accompanied baggage anywhere in India to other premises used for temporary residence by the insured or any member of the insured's family permanently residing with, him or other premises wherein the insured shall have placed any of such property in safe custody during his temporary absence from the insured premises during any period or periods not exceeding in the aggregate 120 (One hundred and twenty) days in anyone period of insurance, provided that the liability of the Company in respect of property so removed shall not exceed one tenth of the total sum insured under this section.

**SPECIAL EXCEPTIONS:** The Company shall not be liable in respect of

- (a) loss of or damage to articles of consumable nature.
- (b) loss of or damage to money, securities, stamps, stamp collection, bullion, livestock, motor vehicles and Pedal cycles.
- (c) Damage to plate glass.
- (d) loss of or damage to deeds, bonds, bills of exchange, promissory notes, shares and stock certificates, business books, manuscripts, documents of any kind, unset precious stones and Jewellery and valuables unless specifically declared.
- (e) The insured shall bear upon himself
  - i. 5% (Five percent) of the claim amount subject to minimum of Rs 10,000/- (Ten Thousand only) each and every loss / damage arising out of **Act of God Perils** in respect of which claim is admitted under this policy.
  - ii. Rs 10,000/- (Ten Thousand only) each and every loss / damage arising out of **other than Act of God Perils** in respect of which claim is admitted under this policy.

### **SPECIAL CONDITION**

No single article other than furniture is deemed to be of more than 05% (five percent) of the Sum Insured under this Section unless separately specified and value stated.

**Condition of Average:** 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 peril hereby insured against be collectively of greater value than the sum insured thereof, then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Provided, however, that if the sum insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured, this condition shall be of no purpose and effect.

## **SECTION – II**

**HOUSE BREAKING**  
**(Excluding Money and Valuables)**

**II-A: HOUSEBREAKING including LARCENY and THEFT.**

The Company shall indemnify the Insured in respect of loss or damage to the contents whilst contained in the Insured premises by housebreaking, including larceny and theft.

**EXTENSION:** The Insurance by this Policy applies also to contents in so far as such property is not otherwise Insured whilst temporarily removed and during transit as accompanied baggage anywhere in India to other premises used for temporary residence by the Insured or any member of the Insured's family permanently residing with him or other premises wherein the Insured shall have placed any of such property in safe custody during his temporary absence from the insured premises during any period or periods not exceeding in the aggregate One Hundred and Twenty (120) days in anyone period of insurance, provided that the liability of the Company in respect of property so removed shall not exceed one tenth of the total sum insured under this section.

**SPECIAL EXCEPTIONS:** The Company shall not be liable in respect of

- a) loss or damage by Housebreaking where any member of the Insured's family is concerned as principal or accessory.
- b) Loss of or damage to livestock, motor vehicles and pedal cycles.
- c) Loss of or damage to money, securities, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, unset precious stones and Jewellery and valuables, unless specifically declared.

**II-B: HOUSEBREAKING excluding LARCENY and THEFT.**

The Company shall indemnify the Insured in respect of loss or damage to the contents whilst contained in the Insured premises by housebreaking, excluding larceny and theft.

This Subsection covers the same perils and is subject to same terms, conditions and exclusions as those of Subsection II-A mentioned above.

**SECTION – III**  
**ALL RISKS (Jewellery and Valuables)**

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

It is expressly declared and agreed that the condition of average in so far as this section is concerned is deemed deleted.

**SPECIAL EXCEPTIONS:** The Company shall not be liable in respect of :-

- (a) loss or damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or to china marble, gramophone records and other articles of brittle or fragile nature unless such loss or damage arises from accident to railway train or ship or aircraft or vehicle by which such property is being conveyed
- (b) loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- (c) loss of or damage to any electric or electronic machine, apparatus, fixtures or fittings (including electrical fans, electrical household or domestic appliances, wireless sets, radios, tape recorders, television sets and the like) or to any portion of electrical installation arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included).
- (d) Loss or damage caused by mechanical derangement or overwinding of watches and clocks.
- (e) theft from car except from car of fully enclosed saloon type having all the doors windows and other openings securely locked and properly fastened.
- (f) loss or damage whilst being conveyed by any carrier under contract of affreightment
- (g) the first Rs 2,500/- (Two Thousand and Five Hundred) each and every loss / damage in respect of which claim is admitted under this policy.

**SPECIAL CONDITIONS**

- (a) Where any item insured hereunder consists of articles in pair or set the Company's liability in respect thereof shall not exceed the value of any 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, nor more than a proportionate part of the insured value of the pair or set.
- (b) No one article or pair of articles is deemed to be of more than 10% (Ten Percent) of the sum insured under this Section unless separately specified and value stated.
- (c) **Basis of Indemnity:** Claim shall be based on purchase cost or market value less 10% (Ten Percent) (making charges) whichever is lower.

**SECTION IV  
PLATE GLASS**

The Company shall indemnify the Insured in respect of loss of or damage to fixed plate glass in the Insured premises by accidental breakage provided that the liability of the Company in respect of any one loss or all losses in any one period of insurance is limited to the sum set against in the schedule

**SPECIAL EXCEPTIONS:** The Company shall not be liable in respect of:

- (a) Damage due to fire, lightening, external explosion, riot, strike, malicious act, flood, inundation, storm etc.
- (b) Breakage or damage during removal, alterations and / or repairs on or about the Insured premises.
- (c) Breakage of lettering unaccompanied by breakage or damage of glass.
- (d) Breakage of or damage to framework of any description unless specifically declared.
- (e) disfiguration or scratching or damage to glass other than fracture extending through the entire thickness of glass.
- (f) embossed, silvered, lettered, ornamental, curved or any glass whatsoever other than glass which is plain and of ordinary glazed quality, unless the same be specifically declared.
- (g) breakage of glass not completely and securely fixed.
- (h) loss or damage consequent upon interruption or delay of business or other loss damage or injury arising from breakage of glass or during replacement thereof.

## **SECTION V BREAKDOWN OF DOMESTIC APPLIANCES**

The Company shall indemnify the Insured against unforeseen and sudden physical damage caused by and/or solely due to mechanical and/or Electrical Breakdown of domestic, electrical, electronic (*except for computers and its accessories*) or mechanical appliances, apparatuses or gadgets (*including Television and its accessories*) specified in the Schedule whilst contained in or fixed at the Insured premises. Provided that the liability of the Company in respect of anyone item in anyone period of insurance shall not exceed the sum insured set against such item in the Schedule.

**SPECIAL EXCEPTIONS:** The Company shall not be liable in respect of

- (a) loss or damage due to faults or defects existing at the time of commencement of this insurance and known to the insured regardless of whether such faults or defects were known to the Company or not.
- (b) Loss or damage for which the manufacturer or supplier of the property is responsible either by law or under contract.
- (c) Cost of transport to the repair shop and back to the insured's premises of any insured item arising out of any damage to such item.
- (d) Loss of or damage to external equipments such as antenna or fittings by theft.



- (e) Loss of or damage caused by or arising out of or traceable to erection, repairing or dismantling of the appliance.
- (f) Liability assumed by the insured by agreement unless such liability would have attached to the insured notwithstanding such agreement.
- (g) Loss of or damage to any insured item by perils which are insurable under any other Section of the Policy.
- (h) Any Domestic Appliance 10 (ten) years old or more is not covered.
- (i) Insured shall bear himself the first Rs 1,000/- (One Thousand) for each and every loss or damage in respect of which claim is admitted under the policy.

## **SPECIAL CONDITIONS**

**1. SUM INSURED:** It is a requirement of this insurance that the sum insured in respect of such item specified in the Schedule shall be equal to the cost of replacement of the insured property by new property of the same kind and capacity.

## **2. BASIS OF INDEMNITY:**

- (a) Where damage to an insured item can be repaired the company shall pay expenses reasonably and necessarily incurred to restore the damaged item to its former state of serviceability. If the cost of repair exceeds the actual value of the insured item immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) below:-
- (b) in case of total loss claim shall be paid subject to depreciation of 10% (Ten Percent) per year from the date of manufacture. The maximum depreciation however shall not exceed 50% (Fifty percent) of the sum insured of the item in respect of which a total loss claim is admitted under the Policy.

## **SECTION VI PERSONAL COMPUTER / LAPTOP**

### **VI-A. PHYSICAL LOSS/ DAMAGE:**

The Company shall indemnify the insured in the event of any unforeseen, sudden, physical loss or damage due to any cause other than those specifically excluded, sustained during the currency of the policy to:

- a. Personal Computers and its accessories
- b. Data carrying materials

whilst contained or fixed in the insured premises and such damage occurring during normal usage after installation, the company shall pay for the amount of such damage or at its option repair, reinstate or replace such damaged part(s) upto the amount stated in the schedule: -

**SPECIAL EXCEPTIONS:** The Company shall not be liable in respect of:-

- i) Loss or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the insured or his representatives, whether such faults or defects were known to the company or not.

- ii) Loss or damage due to or consequent upon wear and tear, gradual deterioration, damage due to atmospheric conditions such as rust, corrosion etc.
- iii) Any cost incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items.
- iv) Any cost incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations.
- v) Loss or damage due to defects of design material or workmanship or otherwise for which the manufacturer or supplier of the insured items is responsible either by law or under contract.
- vi) Loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and / or maintenance agreement.
- vii) Cessation of work, total or partial.
- viii) Consequential loss or liability of any kind or description.
- ix) Any computer 5 (five) years old or more is not covered.
- x) Insured shall bear upon himself the first Rs 1,000/- (Rupees One Thousand) only each and every occurrence of damage in respect of which claim is admitted under this policy.

### **Amount payable**

In the event of insured item being damaged the company shall pay the reasonable and necessary expenses in order to restore the damaged item to its former state of serviceability OR pay the actual value of item immediately before the occurrence of the loss, if the cost of repair exceeds or equals the actual value of machine. The company shall also pay the following to the extent these expenses have been specifically included in the sum insured:-

- a) cost of dismantling and re-erection incurred for purpose of effecting the repairs.
- b) ordinary freight to and from a repair shop.

### **VI-B. COST OF REINSTATEMENT OF DATA:**

In the event of damage to data contained in data carrying materials or to programmes caused by insured perils covered under this section (Section VI) the company shall indemnify the insured against the cost of reinstating such data and for programmes replaced upto the amount stated in the schedule. The cover applies while such insured data and programmes are kept in the insured's premises.

**SPECIAL EXCEPTIONS:** The company shall not be liable for: -

- i) Data carrying material not stored in accordance with or stored for a larger period than stated in the maker's instructions.

- ii) Erasure, destruction or corruption resulting from an unidentifiable occurrence.
- iii) Any cost arising from false programming, punching, labeling or inserting, inadvertent canceling of information or discarding of data and from loss of information caused by magnetic fields.
- iv) Loss discovered more than six calendar months after its occurrence.
- v) Cost incurred for alteration or improvement of data / programming.
- vi) Intrinsic value of data / programme.
- vii) Programme which can not be exchanged by user.
- viii) Insured shall bear upon himself the first Rs 1,000/- (Rupees One Thousand) only each and every occurrence of damage in respect of which claim is admitted under the policy.

### **Amount payable**

The company shall indemnify any expenses incurred by insured within a period of 12 (twelve) months as from the date of occurrence strictly for the purpose of restoring insured external data and / or programs to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

### **VI-C: PORTABLE COMPUTER (LAPTOP)**

#### **Scope of Cover**

The Company shall indemnify the Insured against damage during currency of this policy to Portable Computer specified in the Schedule and belonging to insured and in personal custody of Insured, his family members whilst anywhere in the World for the purpose of business or profession in accordance with coverage under Section 6A. The Company shall, also pay for any loss or damage to data carrying material being carried for normal functioning of Portable Computer.

Provided that

- i) The liability of the Company shall be limited to Sum Insured against each item in Schedule and not exceeding in aggregate the total Sum Insured stated in the Schedule during any one period of Insurance.
- ii) This Sub-section covers the same perils and is subject to same terms, conditions, exclusions, warranties and provisions as those of Section VI A and VI B.

**NOTE:** The above rates for Section VI A and Section VI C are valid when the equipment is under Annual Maintenance Contract or there is competent in-house maintenance facility available. However if the equipment is not under AMC and there is no competent in-house maintenance facility and the Insured proposes to cover the equipments the rates shall be loaded by 50% (fifty percent).

### **SECTION VII PEDAL CYCLE**

- (A) The Company shall indemnify the Insured in respect of loss of or damage to the Pedal Cycles belonging to the Insured or any member of the Insured's family by :
- i. Fire, Lightning or External Explosion.
  - ii. Riot, Strike or Malicious Act.
  - iii. Housebreaking and/or Theft.
  - iv. Accidental External Means.
  - v. Flood, Cyclone, Storm, Tempest and other similar convulsions of nature and atmospheric disturbance
  - vi. Earthquake (Fire and/or Shock).

Provided that the liability of the Company in respect of loss or damage to anyone Cycle in anyone period of insurance shall not exceed the sum insured set against such Cycle in the Schedule.

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

**SPECIAL EXCEPTIONS:** The Company shall not be liable in respect of:

- (a) any accident, loss, damage or liability caused by or through or in connection with Pedal Cycle whilst it is being used for hire or reward or outside India.
- (b) damage caused by over loading, strain or mechanical breakdown.
- (c) loss of or damage to accessories by theft unless the Pedal Cycle is stolen at the same time.
- (d) loss, damage or liability occurring whilst being used for racing or pace making.
- (e) The insured shall bear upon himself the first Rs 250/- (Two Hundred and Fifty) on each and every loss / damage in respect of which claim is admitted under this policy.

**SPECIAL CONDITION:** The Pedal Cycle Should be securely locked when left unattended.

### **SECTION VIII – BAGGAGE**

The Company shall indemnify the Insured and/or such members of his/her family as are permanently residing with him/her in respect of personal baggage accompanying the Insured or his/her family members belonging to him/her or for which he/she is responsible whilst traveling anywhere in India whilst on tour or holidays LOST, DESTROYED or DAMAGED by ACCIDENT OR MIS-FORTUNE, provided that the liability of the Company in respect of the property so lost, destroyed or damaged shall be limited to its actual value at the time of happening of such loss but not exceeding in anyone period of insurance in respect of each of the several items specified in the Schedule the sum set opposite thereto respectively.

**SPECIAL EXCEPTIONS:** The Company shall not be liable in respect of:-

- (a) Loss or damage due to cracking scratching or breakage of lens or glass whether part of any equipment or otherwise or of China marble, gramophone records and other articles of brittle or fragile nature, unless such loss or damage arises from accident to vessel, train, vehicle or aircraft by which such property is conveyed.
- (b) loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- (c) loss of or damage to any electrical machines, apparatus, fixtures or fittings (including wireless sets, radio television sets and tape recorders) arising from overrunning excessive pressure short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included).
- (d) Loss or damage caused by mechanical derangement or over winding of watches and clocks.
- (e) Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
- (f) Loss or damage whilst being conveyed by any carrier under contract of affreightment.
- (g) Loss of or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
- (h) Loss of or damage to articles which did not form part of the contents of any of the packages when the journey commenced unless specifically declared and accepted by the Company.
- (i) Loss destruction of or damage to articles of consumable nature.
- (j) Loose articles such as sticks, straps, umbrellas, Sunshades, Fans, Deck, Chairs, property in use on the voyage and / or journey or articles or clothes whilst being worn on the person or carried about.
- (k) Loss, destruction or damage caused by or arising from the leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of dangerous or damaging nature.
- (l) Any tour or travel undertaken within the municipal limits of the village, town or city wherein the insured is permanently residing.
- (m) The insured shall bear upon himself the first Rs 1,000/- (One Thousand) each and every loss / damage in respect of which claim is admitted under this policy.

## **SECTION IX PERSONAL ACCIDENT**

### **Scope of Cover**

If the Insured or such members of his/her family permanently residing with him/her as named in the schedule shall during the currency of the policy sustain anywhere in the world, bodily injury solely and directly caused by accidental, violent external and visible means resulting in death or disablement within 12 (Twelve) calendar months of occurrence of such injury as stated hereinafter, the Company shall pay to the Insured or insured person or his/her Assignee or his/her legal representative the sum or sums hereinafter set forth:

	<b>TABLE OF BENEFITS</b>	<b>PERCENTAGE OF INDIVIDUAL CAPITAL SUM INSURED (C.S.I.)</b>
1.	Death	100%
2.	Permanent Total and Absolute Disablement disabling the insured person from engaging in any employment or occupation of any description whatsoever.	100%
3.	Total and irrecoverable loss of	
i)	Sight of both eyes or of the actual loss by physical separation of the two entire hands or two entire feet or of such loss of sight of one eye and loss of one entire hand/ one entire foot.	100%
ii)	Use of two hands or two feet, or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand/ one foot, without physical separation.	100%
4.	Total and irrecoverable loss of	
i)	The sight of one eye or of the actual loss by physical separation of one entire hand or one entire foot.	50%
ii)	Use of a hand or a foot without physical separation.	50%
iii)	Hearing (both ears).	50%
5.	Temporary Total Disablement for the <b>period of Hospitalization</b> of the Insured person following accident for maximum of 52 weeks.	1% of C.S.I. or Rs 5000/- (Five Thousand only) whichever is lower per week.
6.	In the event of death of the Insured person due to accident as defined in the Policy outside his/her residence the Company shall reimburse expense incurred for transportation of Insured person's dead body to place of residence subject to a maximum of 2% (Two per cent) of CSI or Rs 2,500/-(Two Thousand Five Hundred only) whichever is less. This also includes funeral expenses.	
7.	In addition the Company shall pay for damage to the clothing of any Insured Person caused by accident as described above subject to a limit of Rs. 1000/-(One Thousand only) any one person.	
8.	In the event of accident as defined in the Policy, the Company shall also reimburse Ambulance Charges necessarily incurred for transportation of the insured person to the hospital subject to a limit of Rs 1,000/-(One Thousand only) any one person.	

**SPECIAL PROVISION:**

Coverage under this Section may be extended on payment of 20% extra premium, to cover medical expenses incurred by the insured persons in connection with the injury the claim for which is admissible under the policy and the re-imbusement shall be as Actual Expenses incurred OR 10% of the C.S.I. OR 50% of the admissible P.A. claim amount, whichever shall be less.

**SPECIAL EXCEPTIONS:** The Company shall not be liable under this section or policy for:

1. Compensation under more than one of the foregoing benefits 1 to 5 in respect of the

- same period of disablement.
2. Any other payment after a claim under one of the foregoing benefits (1, 2, 3, 4, 5) has been admitted and becomes payable.
  3. Payment of weekly compensation until the total amount shall have been ascertained and agreed.
  4. Any payment in case of more than one claim under the policy during any one period of insurance by which the maximum liability of the Company in that period would exceed the sum payable under Benefit (1) of the Section.
  5. Payment of compensation in respect of death, injury or disablement from intentional self injury, suicide or attempted suicide whilst under the influence of intoxicating liquor or drugs, whilst engaging in ballooning or Aviation, whilst mounting into, dismounting from or traveling in any Balloon or Aircraft other than as passenger (fare paying or otherwise) in any duly licensed standard type of Aircraft anywhere in the world.
  6. Directly or indirectly caused by venereal diseases or insanity.
  7. Death or disablement resulting directly or indirectly caused by or contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.
  8. Arising or resulting from the insured person committing any breach of law with criminal intent.

***Interpretation for Section 8:***

1. *Insured person shall mean the Insured or dependent members of his/her family aged between 05 years and 65 years as stated in the Schedule.*
2. *Temporary Total Disablement for hospitalization period shall mean the period the insured is hospitalized following accident and is totally disabled from engaging in any employment or occupation. The period after discharge from hospital is excluded for the purpose of benefit of Temporary Total Disablement under this Section.*
3. *For the purpose of Item 3 and 4 of table of benefits, Physical Separation means separation at or above wrist and at or above ankle of the hand and foot respectively.*

**SPECIAL CONDITON**

**Cumulative Bonus**

Compensation payable under clauses (1), (2), (3) and (4) of this section viz. death, loss of limb(s) or sight and permanent Total Disablement arising out of accidental injuries shall be increased by 5% thereof in respect of each completed year during which the *Policy* shall have: been in force, prior to the occurrence of an accident *for* which capital sum becomes payable but amount of such increase shall not exceed 50% (fifty percent) of the capital sum insured stated in the Schedule herein.

This clause shall not in any way alter the annual character of the Insurance nor the right of the Company to decline to renew or *to* cancel this policy as hereinafter provided.

The earned Cumulative Bonus shall not be lost if the policy is renewed within 30 (thirty) days after its expiry.

**SECTION X  
PUBLIC LIABILITY**

The Company shall indemnify the Insured in respect of sums which the insured shall become legally liable to pay as private householder occupying the premises specified in the schedule (subject to the sum set in the schedule).

- (a) As compensation and litigation expenses incurred by the insured with the Company's written consent in respect of accidental death or bodily injury to any person other than the Insured or his family members or a person under the Insured's service and/or accidental damage to property of any person excluding the member of the Insured's family or the Insured's employee caused by or through the fault or negligence of the insured or of any member of the insured's family Or household permanently residing with him or of any of the servants of the insured whilst caused in or about the premises upto the limit not exceeding in all for compensation and litigation expenses the limit of Rs 25.000/- (Rupees Twenty Five Thousand only) for any one accident or series of accidents arising from any one event and for all accidents during any one period of Insurance.
- (b) As compensation to his employees named in the schedule engaged in the Insured premises under the Fatal Accidents Act, 1855, Workmen's Compensation Act, 1923 or any amendment thereto or common Law in respect of death of or bodily injury to such employees arising out of and in the course of employment.

As regards Public Liability Section is concerned the Company shall not be liable in respect of injury or damage arising out of or incidental to :

- (a) The insured's profession or business or
- (b) The carrying out of alterations, additions, repairs or decorations to the premises specified in the schedule.
- (c) Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
- (d) accidents directly or indirectly caused by or traceable to or arising out of the ownership, possession or the custody by or on behalf of the Insured's animals, vehicles, aircraft, ship, boats or craft of any kind.
- (e) Further as regards Workmen's Compensation cover is concerned the Company shall not be liable for any interest and/or penalty imposed on the Insured on account of failure to comply with the requirements laid down under the Workmen's Compensation Act, 1923 and subsequent amendments of the said Act.

***In case of this policy document, in the event of any dispute arising out of the matter being referred to for arbitration or being taken to a court of Law for any reason whatsoever the English version wording shall hold good.***