

RELIANCE

General Insurance

Householders' Package Policy Wording

IRDAI Registration No. 103.

Reliance General Insurance Company Limited.

Registered Office: 19, Reliance Centre, Walchand Hirachand Marg,
Ballard Estate, Mumbai 400001.

Corporate Office: Reliance Centre, South Wing, 4th Floor, Off.
Western Express Highway, Santacruz (East), Mumbai - 400 055.

UIN No.: 46/IRDA/HLT/RGI/NL-PACKAGE/2015-16, IRDA/RGICL/
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Corporate Identity No.: U66603MH2000PLC128300.

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An ISO 9001:2008 Certified Company

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1800 3009

Preamble

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

Operative Clause

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

Section I (A & B) - Fire And Allied Perils

Definitions

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

The Company will indemnify the Insured in respect of loss or damage to the building wherein the house of the Insured is situate and / or contents which shall for purposes of this Section, mean and include items of property in the Insured's house and / or items of property therein for which the Insured is accountable, due to

I Fire

Excluding destruction of or damage caused to the property insured by

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

II Lightning

III Explosion / Implosion

Excluding loss, destruction of or damage

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

IV Aircraft Damage

Loss, destruction of or damage caused by aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves.

V Riot, Strike, Malicious Damage

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

- a) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind
- b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted authority
- c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same
- d) Burglary, housebreaking, theft, larceny or any such attempt or omission of any kind by any person (whether or not such act is committed in the course of a disturbance of public peace) by any malicious act.

VI Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation (STFI)

Loss, destruction or damage directly caused by storm, cyclone, typhoon, tempest hurricane, tornado, flood or inundation excluding those resulting from earthquake, volcanic eruption or other convulsions of nature.

VII Impact Damage

Loss or visible physical damage or destruction caused to the property insured due to impact by any rail/ road vehicle or animal by direct contact not belonging to or owned by

- a. the Insured or any occupier of the property insured or
- b. Insured's employees while acting in the course of their employment

VIII Subsidence and Landslide including Rockslide

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 ground works 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 property insured
- 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.

XXII Earthquake (Fire and Shock)

Loss or damage (including loss or damage by fire) to any of the property insured 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 there from.

Provided always that in the event of a claim for loss or damage due to earthquake under this Section the Insured shall (if so required) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

Exclusions

This Section does not cover –

1. a) The first 5% of each and every claim subject to a minimum of Rs.10,000 in respect of each and every loss arising out of "Ad of God" perils such as earthquake, lightning, STFI, subsidence, landslide and rock slide covered under the policy.
- b) The first Rs10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this policy.

The excess shall apply per event per Insured.

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 or 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) Ionizing, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- b) Radioactive 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 or any curios or works of art of an amount exceeding Rs. 10,000/- manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.

6. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.

7. Loss, destruction or damage to any electrical machine, apparatus, fixture or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lighting included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.

8. Expenses necessarily incurred on
 - (i) Architects, Surveyors and Consulting Engineers Fees and (ii) debris removal by the Insured following loss, destruction or damage to the property insured by any of the insured perils in excess of 3% and 1% of the claim amount respectively.

9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

10. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.

11. Loss by theft during or after the occurrence of any of the insured perils except as provided under riot strike, malicious and terrorism damage cover.

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

Extension

The insurance by this policy applies also to contents insofar 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 by any member of the Insured's family permanently residing with him or other premises wherein the Insured shall have placed any of such property for safe custody during his temporary absence from the property insured during any period or periods not exceeding in the aggregate One Hundred and Twenty (120) days in any one 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.

Sum Insured

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

Basis of Indemnity

1. The indemnity shall be on the basis of reinstatement value or market value as opted by the Insured.
2. In the event of property insured being damaged by any of the insured perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.
3. If the property hereby insured shall, at the breaking out of any fire or at the commencement of any destruction or damage to the property by any of the insured perils be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable portion of the loss accordingly.

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

Special Exceptions

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

1. articles of consumable nature
2. livestock, motor vehicles and pedal cycles
3. deeds, bonds, bills of exchange, promissory notes and jewellery and valuables, unless separately specified.

Special Condition

No one article other than furniture is deemed to be more than 5% of the sum insured under this Section unless separately specified and value stated.

Section II- Burglary And House Breaking Including Larceny Or Theft

Definition

"Contents" mean items of property in the Insured's house including items of property therein for which the Insured is accountable.

What is covered

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

Sum Insured

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

Basis of Indemnity

- The indemnity shall be on the basis of reinstatement value or market value as opted by the Insured.
- In the event of property insured being damaged by any of the insured perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.
- If the property hereby insured shall, at the commencement of any destruction of or damage to the property by any of the insured perils be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable portion of the loss accordingly.

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

Special Exceptions

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

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

Section III — All Risks (jewellery And Valuables)

The Company will indemnify the Insured or any member of the family in respect of loss or damage to jewellery and valuables caused by accident or misfortune whilst anywhere in India. Provided that the liability of the Company in respect on any one item in any one period of insurance will not exceed the sum insured set against such item in the Schedule hereto and not exceeding in the aggregate the total sum insured hereby.

Provided further that where damage to any item can be repaired the Company will pay expenses necessarily incurred to restore the damaged item to its former state of serviceability not exceeding the sum insured in respect of such item.

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

Special Exceptions

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

1. 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 of damage arises from accident to a railway train or ship or aircraft or vehicle by which such property is being conveyed.

2. Moth, mildew, carmine or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
3. Mechanical derangement or over winding of watches and clocks.
4. Theft from car except from car of fully enclosed salon type having all the doors, windows and other openings securely locked and properly fastened.
5. Whilst being conveyed by any carrier under contract of affreightment.

Special Conditions

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

Section IV - Domestic Mechanical & Electrical Appliances

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

Sum Insured

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

Basis of Indemnity

- a) Where damage to an insured item can be repaired the Company will pay expenses 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 clause b) below;
- b) In case of total loss, claims will be paid subject to depreciation of 10% per year from the date of purchase. The maximum depreciation however shall not exceed 50% of the sum insured of any item.

Special Conditions

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

1. Willful act or gross negligence of the Insured
2. faults existing at the time of commencement of this

insurance and known to the Insured, regardless of whether such faults, or defects were known to the Company or not

3. Any fault or defect for which the manufacturer or supplier of the damaged item is responsible
4. Cost of transport to the repair shop and back to the Insured's premises in respect of any item damaged
5. Perils which are insurable under other Sections of the policy
6. permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority of such item or by permanent or temporary dispossession of any building resulting from the unlawful occupation by the Insured of the building.

Excess

Coverage under this Section is subject to an excess of 1 % of the sum insured for each item or Rs. 100/- whichever is higher, in respect of each and every claim for loss or damage admitted under the policy.

Section V - Domestic Electronic Appliances

What is covered

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

Sum Insured

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

Basis of Indemnity

1. Where damage to an insured item can be repaired the Company will pay the expenses necessarily incurred to restore the damaged item to its former state of serviceability or pay the actual value of item immediately before occurrence of the loss, if the cost of repair exceeds or equals the actual value of item.
2. The Company will also pay cost of dismantling and re-erection incurred for the purpose of effecting repairs, ordinary freight to and from a repair shop and customs duties and other dues, if any, in the event and to the extent such expenses have been included in the sum insured.
3. No deduction shall be made towards depreciation in respect of parts replaced except for parts with limited life of use but the value of salvage will be taken into account. However, in case of payment of total loss of entire equipment, proper depreciation will be deducted from replacement value of items.

Specific Exclusions

1. Damage caused by any faults or defects existing at the time of commencement of present insurance within the knowledge of Insured or his representatives whether such faults or defects were known to the Company or not.
2. Willful act or negligence of the Insured or his representative.
3. Loss arising out of cessation of work whether total or partial.

4. Derangement of the insured property not accompanied by damage covered under this policy.
5. Loss of or damage to the property covered under this policy falling under the terms of the Maintenance agreement. Such exclusions will also apply to parts exchanged in course of such maintenance operations.
6. Damage due to defects of design material or workmanship or otherwise for which the manufacturer or supplier of the insured items is responsible either in law or under contract.
7. Damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect.
8. Loss due to mysterious disappearance and whilst left in unattended vehicles in respect of cellular phones, portable computers and other mobile equipment.
9. Loss or damage to own/in-house developed software.

Excess

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

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

Section Vi- Television Set

Definition

"Television Apparatus" shall mean and include a Television Set, accessories forming part of the set and antenna both external and internal.

The Company will indemnify the Insured in respect of:

1. Loss of or damage to the television apparatus described in the Schedule hereto whilst contained or fixed in the insured premises by:
 - a) Fire, lightning, explosion of gas in domestic appliances.
 - b) Bursting and overflowing of water tanks, apparatus or pipes.
 - c) Aircraft or articles dropped there from.
 - d) Earthquake (fire and/or shock)
 - e) Flood, inundation, typhoon, storm, tempest hurricane, tornado and cyclone.
 - f) Riot, strike, terrorism or malicious act.
 - g) Burglary and/or house breaking or theft.
 - h) Accidental external means.
 - i) Mechanical or electrical breakdowns.

Provided that the liability of the Company in respect of such loss

or damage in any one period of insurance is limited to the amount specified in the Schedule.

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

Compensation and litigation expenses in any one period of insurance is limited to Rs. 25,000/- (Rupees twenty five thousand only)

Special Exceptions

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

1. To external antenna or fittings by theft unless the Television Apparatus itself is stolen at the same time
2. Caused by or arising out of or traceable to erection, repairing or dismantling of the Television Apparatus
3. For which the manufacturer or supplier of the Television Apparatus is responsible
4. Liability assumed by the Insured by agreement unless such liability could have attached to the Insured notwithstanding such agreement.

Section VII- Fixed Plate Glass

This Section covers loss or damage due to accidental breakage of

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

Sum Insured

Sum insured shall be on reinstatement value.

Basis of indemnity

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

The liability of the Company in respect of any one loss or all losses in any one period of insurance is limited to the sum insured

set against each item of property in the Schedule hereto.

Special Exceptions

The Company shall not be liable in respect of:

1. Breakage or damage during removal, alterations and/or repairs on or about the insured premises.
2. Breakage of lettering unaccompanied by breakage or damage of glass.
3. Breakage of or damage to frames or framework of any description unless specifically declared.
4. Disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass.
5. Embossed, silvered, lettered, ornamental, curved or any glass whatsoever other than glass which is plain and ordinary glazing quality, unless the same be separately specified.
6. Breakage of glass not completely and securely fixed.
7. Loss or damage consequent upon interruption or delay of business or other loss, damage or injury arising from breakage of glass or during replacement thereof.

Section VIII - Baggage

Definition

"Baggage" shall mean and include personal articles and belongings necessary for the journey undertaken and articles or things acquired during the journey.

What is covered

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

Special Exceptions

The Company shall not be liable in respect of:

1. Damage due to confiscation or detention by Customs or any other public authority.
2. Damage not reported to Police within 24 hours of discovery of loss and a report obtained.
3. Damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or china, marble, gramophone records and other articles of a brittle or fragile nature unless such loss or damage arises from accident to a vessel, train, vehicle or aircraft by which such property is conveyed.
4. Damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
5. 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).

6. Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
7. Damage whilst being conveyed by any carrier under contract of affreightment.
8. Loss or damage of money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
9. Damage or destruction of articles of consumable nature.
10. Loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on a voyage and/or journey or articles or clothes whilst being worn on the person or carried about.
11. Damage or destruction caused by or arising from leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of a dangerous or damaging nature.

Section IX - Pedal Cycle

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

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

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

Special Exceptions

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

the pedal cycle:

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

Special Condition

The Pedal Cycle should be securely locked when left unattended.

Section X - Personal Accident

1. Definition:

Insured / Insured Person: A person accepted by the Company to be insured under this Policy and who meets and continues to meet all the eligibility requirements and whose name specifically appears under Insured (Insured Person) in the Policy Schedule and with respect to whom the premium has been received by the Company.

Accident: An accident is a sudden, unforeseen and involuntary event caused by external visible and violent means.

Illness: Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the policy period and required medical treatment.

Injury: Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner

Sum Insured / Capital Sum Insured: Sum Insured / Capital Sum Insured means the sum as specified in the Schedule / Annexure to this Policy against the name of Insured/Insured Person/s, which sum represents the Company's maximum liability for any and all claims pertaining to that insured person under this Policy during the Policy period.

2. What is covered:

This section provides for compensation, if during the policy period, the insured person shall sustain any injury resulting from an accident, then the Company shall pay to the Insured or his legal representative(s), as the case may be, the sum or sums hereinafter set forth, that is to say –

- a) if such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured Person, the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured Person;
- b) if such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:
 - i) sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot, the Capital Sum Insured stated in the Schedule hereto applicable to such

Insured Person;

- 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 or one foot, the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured Person.
- c) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:
 - i) the sight of one eye, or of the actual loss by physical separation of one entire hand or of one entire foot, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured Person;
 - ii) use of a hand or a foot without physical separation, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person.

NOTE: For the purpose of Clauses (b) and (c) above, 'physical separation' of a hand means separation at or above the wrist and of the foot means at or above the ankle.

- d) If such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured Person from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Capital Sum Insured, stated in the Schedule hereto applicable to such Insured Person.
- e) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and/or partial and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the Capital Sum Insured applicable to such Insured Person in the manner indicated below:

Description of loss	Percentage of Capital Sum Insured (CSI)
Loss of toes - all	20%
Loss of toes great - both phalanges	5%
Loss of toes great - one phalanx	2%
Loss of toes other than great, if more than one toe lost: each	1%
Loss of hearing - both ears	75%
Loss of hearing - one ear	30%
Loss of four fingers and thumb of one hand	40%
Loss of four fingers	35%
Loss of thumb - both phalanges	25%
Loss of thumb - one phalanx	10%
Loss of index finger - three phalanges or two phalanges or one phalanx	10%

Loss of middle finger - three phalanges or two phalanges or one phalanx	6%
Loss of ring finger - three phalanges or two phalanges or one phalanx	5%
Loss of little finger - three phalanges or two phalanges or one phalanx	4%
Loss of metacarpals - first or second (additional) or third, fourth or fifth (additional)	3%
Any other permanent partial disablement -	Percentage as assessed by a panel doctor of the Company

- f) if such injury shall be the sole and direct cause of temporary total disablement, then so long as the Insured Person shall be totally disabled from engaging in any employment or occupation of any description whatsoever, a sum at the rate of one percent (1%) of the Capital Sum Insured stated in the Schedule hereto per week, but in any case not exceeding Rs. 5,000/- per week in all, under all personal accident policies covering such Insured Person.

Provided that the compensation payable under the foregoing Clause (f) shall not be payable for more than 100 weeks in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed the Capital Sum Insured applicable to such Insured Person.

Notwithstanding anything to the contrary stated herein only those benefits, which are mentioned above under clauses "a" to "f", shall be covered under the policy which have been specifically mentioned and covered under the Policy Schedule.

ADDITIONAL BENEFIT

1. Carriage Of Dead Body: In the event of death of the Insured Person due to accident as defined in the policy outside his/her residence, the Company in addition to the amount payable under the foregoing Clause
 - a) shall also pay for transportation of Insured Person's dead body to the place of residence a lump sum of 2% of Capital Sum Insured or Rs. 2,500/- whichever is less.
2. Education Grant: In the event of death or permanent total disablement of the Insured due to accident, the Company shall pay as education grant for the dependent children as below:
 - a) If the insured has one dependent child below the age of 25 years, an amount equal to 10% of the capital sum insured subject to maximum of Rs. 5000.
 - b) If the insured has more than one dependent child below age of 25 years, an amount equal to 10% of the capital sum insured subject to maximum of Rs. 10,000, irrespective of number of dependent children. Payment of education grant as above will be made along with the capital sum insured to the same person who is / are entitled to receive capital sum insured.

EXTENSION: MEDICAL EXPENSE:

The company undertakes, subject to the terms, conditions, exclusions and definitions contained herein or endorsed or otherwise expressed hereon that if during the Policy Period, the Insured/Insured Person shall contract any injury, which results in a claim which is admissible under the Policy, the Company shall indemnify the Insured/Insured Person, for the amount of such medical expenses, which should be reasonable & customary, and which have been incurred during Hospitalization, during Policy period, for In-patient Care on the written medical advice of a Medical Practitioner for the Medically necessary treatment of the Insured subject to the following:

The Company's maximum liability for such expenses shall not exceed 40% of the compensation paid in settlement of a valid claim under Scope of Cover or 20% of the relevant sum insured whichever is less.

For the purpose of this extension the following words shall mean:

'Hospital' means any institution established for in-patient care and day care treatment of illness and / or injuries and which has been registered as a hospital with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner and must comply with all minimum criteria as under the Clinical Establishments (Registration & Regulation) Act, 2010 or under enactments specified under the Schedule of Section 56 (1) of the said act or complies with all minimum criteria as under:

- a. has qualified nursing staff under its employment round the clock;
- b. has at least 10 inpatient beds, in towns having a population of less than 10,00,000 and atleast 15 inpatient beds in all other places;
- c. has qualified medical practitioner(s) in charge round the clock;
- d. has a fully equipped operation theatre of its own where surgical procedures are carried out
- e. maintains daily records of patients and make these accessible to the Insurance Company's authorized personnel.

'Hospitalization' means admission in a hospital for a minimum period of 24 consecutive hours for Inpatient care except for day care treatment, where such admission could be for a period of less than 24 consecutive hours.

'In-patient care' means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

'Medical Advise' means any consultation or advice from a medical practitioner including the issue of any prescription or repeat prescription.

'Medical Expenses' means those expenses that an insured person has necessarily and actually incurred, during the policy period for medical treatment on account of injury on the Medical Advice of a medical practitioner, as long as these are no more than would have been payable if the insured person had not been insured and no more than other hospitals or Medical Practitioners in the same locality would have charged for the same medical treatment.

'Medical Practitioner' is a person who holds a valid registration

from the Medical Council of any state or Medical Council of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license and should not be the policy holder/ insured or close family member of the policyholder/ insured.

'Medically necessary treatment' is any treatment, tests, medication, or stay in hospital or part of stay in a hospital which

- a. Is required for the medical management of the injury suffered by the insured;
- b. Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- c. Must have been prescribed by a medical practitioner;
- d. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

'Reasonable & Customary charges' means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area of identical or similar services, taking into account the nature of the injury involved.

Special Exclusions

PROVIDED ALWAYS THAT the Company shall not be liable under this policy for:

1. Death or disablement resulting directly or indirectly caused by, contributed to or aggravated or prolonged by childbirth or from pregnancy or in consequence thereof.
2. Compensation under more than one of the foregoing Clauses in respect of the same period of disablement of the Insured Person.
3. Any other payment to the same person after a claim under one of the foregoing Clauses (a), (b) or (d) has been admitted and become payable save for payments under medical expenses extension and for carriage of dead body.
4. Any payment in case of more than one claim in respect of such Insured Person under the policy during any one period of insurance by which the maximum liability of the Company specified in the Schedule applicable to such Insured Person would exceed the sum payable under the foregoing Clause (a) of this policy to such Insured Person. This would not apply to payments made under medical expenses extension and for carriage of dead body.
5. Payment of weekly compensation until the total amount shall have been ascertained and agreed.
6. Payment of compensation in respect of death, injury or disablement of the Insured Person (a) from intentional self-injury, suicide or attempted suicide, (b) whilst under the influence of intoxicating liquor or drugs (c) whilst engaging in aviation or ballooning whilst mounting into, dismounting from or travelling in any aircraft or balloon other than as a passenger (fare paying) in any duly licensed standard type of aircraft anywhere in the world, (d) directly or indirectly caused by venereal diseases, AIDS or insanity, (e) arising or resulting from the Insured Person committing any breach of law with criminal intent.

'Standard type of aircraft' means any aircraft duly licensed to carry passengers (for hire or otherwise) by an appropriate

authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine.

Policy holders's/ Insured Person's duty at the time of claim

Claim Procedure

The fulfillment of the terms and conditions of this Policy (including the realization of premium by their respective due dates) in so far as they relate to anything to be done or complied with by the Policyholder or any Insured Person, including complying with the following steps, shall be

the condition precedent to the admissibility of the Claim. Upon the happening of any accident / Injury that may give rise to a Claim under this Policy, then as a condition precedent to the admissibility of the Claim, the Policyholder/ Insured Person / legal heir shall undertake the

Following:

1. Claims Intimation:

In the event of accident or Injury which has resulted in a Claim or may result in a Claim covered under the Policy, the Policyholder/Insured Person / legal heir must notify to the Company either at the call center or in writing immediately. In case of death, written notice of the death must, unless reasonable cause is shown, be so given before interment / cremation, and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limb(s), written notice thereof must be given within one calendar month after such loss of sight or amputation. The following details are to be provided to the Company at the time of Intimation of Claim:

- a. Policy Number
- b. Name of the Policyholder
- c. Name of the Insured Person in whose relation the Claim is being lodged
- d. Nature of accident / Injury
- e. Name and address of the attending Medical Practitioner and Hospital
- f. Date of accident
- g. Any other information as requested by the Company

2. Claims Procedure

The Policyholder/ Insured Person shall be required to submit the documents as mentioned in Clause 4 of this section.

3. Policyholder's / Insured Person's duty at the time of Claim

- a) The Policyholder / Insured Person must take reasonable steps or measure to avoid or minimize the quantum of any Claim that may be made under this Policy.
- b) Forthwith intimate / file / submit a Claim in accordance with Clause 1 and 3 of this section.
- c) If so requested by the Company, the Insured Person will have to submit himself for a medical examination by the Company's nominated Medical Practitioner as often as it considers reasonable and necessary. The cost of such examination will be borne by the Company.

d) Proof satisfactory to the Company shall be furnished on all matters upon which a claim is based. Any Medical or other agent 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. On occurrence of an event which will lead to a Claim under this Policy, the Policyholder/ Insured Person shall:

- i) Allow the Medical Practitioner or any of the Company's representatives to inspect the any relevant document pertaining to the injury/ accident/incident, medical and hospitalization records, investigate the facts and examine the Insured Person.
- ii) Assist and not hinder or prevent the Company's representatives in pursuance of their duties for ascertaining the admissibility of the Claim under the Policy. If the Policyholder / Insured Person / legal heir does not comply with the provisions of these conditions all benefits under this Policy shall be forfeited at the Company's option.

4. Claim Documents

The Policyholder / Insured Person /Nominee /Legal Heir shall submit to the Company the following documents for or in support of the Claim:

- a. Death Certificate (in case of Death Claim)
- b. Disability Certificate (in case of Disability Claim)
- c. Duly completed and signed Claim Form, in original
- d. Medical Practitioner's referral letter advising Hospitalization
- e. Medical Practitioner's prescription advising drugs/ diagnostic tests / consultation
- f. Original bills, receipts and discharge card from the Hospital/Medical Practitioner
- g. First Information Report/ Final Police Report
- h. Post mortem report, if available
- i. Any other document as required by the Company to assess the Claim.

Special Terms Applicable to PA section

1. Records to be maintained

The Policyholder/ Insured Person shall keep an accurate record containing all relevant accident / injury records and shall allow the Company or its representative(s) to inspect such records. The Policyholder/ Insured Person shall furnish such information as the Company may require under this Policy at any time during the Policy Period and up to three years after the policy expiration, or until final adjustment (if any) and resolution of all Claims under this Policy.

2. Withdrawal / Revision / Modification of the Product

The Company reserves the right to withdraw, revise or modify this product /policy in the future. The revision/modification may be in respect of Benefits, coverage, premiums, policy terms and conditions &/or exclusions.

In the event of any such withdrawal of product/terms of policy, premium the company would give a 3 months notice in advance to the policyholder.

In the event of any revision or modification of the product the company will notify the policyholder in advance of such changes.

3. Payment of Interest

In the event of delay in settlement of claim beyond the period as specified by the Insurance Regulatory Development Authority of India (IRDA)the Company shall be liable to pay interest as per the rate as defined by IRDA's Protection of Policy Holder Interest Regulation.

Section XI (a & B) - Legal Liability

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

Sub-section XI A - Towards Employees (domestic Servants):

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

Sub-section XI B - Towards Third Parties:

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

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

Special Exceptions

The Company shall not liable in respect of:

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

General Conditions And Exceptions Applicable To All Sections

a. General Conditions

1. **Notice:** Every notice and communication to the Company required by this policy shall be in writing and be addressed to the nearest office of the Company.
2. **Misdescription:** This policy shall be void and all premium paid shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material particulars.
3. **Reasonable Care:** The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage.
4. **Cancellation:** The Company may at any time, cancel this policy, by giving 7 days notices in writing by Regd. A/D. to the Insured at his last known address in which case the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance.

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

Table of Short Period Scales

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

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 with the Police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.
 - b. Give immediate notice thereof to the Company and shall within fourteen (14) days thereafter furnish to the Company at his own expense detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.
 - c. Tender to the Company all reasonable information,

assistance and proof in connection with any claim.

- (ii) If the Insured Person shall sustain any bodily injury in respect of which a claim is or may be made hereunder prompt written notice thereof shall be given to the Company as soon as possible but in any event within fourteen days of the date of injury. If the Insured Person shall die, notice of death shall be given by the legal representative(s) forthwith. All certificates, information and evidence whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expense of the Insured or his legal representatives and shall be in such form and of such nature as the Company may prescribe. The Insured Person must immediately after the occurrence of any accident which may be the subject of a claim hereunder obtain medical treatment failing which the company will not be liable for any consequence thereof.
- (iii) The Insured shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any expenses in making good any claim without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.

6. **Contribution:** if at the time of happening of any loss or damage covered by this policy there shall be existing any other insurance covering the same property insured, whether effected by the Insured or not then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage. However, this condition shall not have any effect on Section X-Personal Accident of the policy.
7. **Fraud:** if any claim under this policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or by any one acting on the Insured's behalf to obtain any benefit under this policy, all benefits under the policy shall be forfeited.
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 reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage not more than the sum insured thereon.
9. **Average:** if the property hereby insured shall at the time of any loss or damage be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss or damage accordingly. Every item, if more than one, in 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 in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and the arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

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

b. General Exceptions

The Company shall not be liable in respect of:

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