

# HOUSE HOLDER'S PACKAGE POLICY

## Policy Wording

**Preamble**

In consideration of Your having paid the premium, We will indemnify You on the happening of any insured event, as mentioned under the item "**what we cover**" under each section, to the extent of loss suffered but not exceeding the sum insured and / or limit of liability stated in the schedule of the policy, provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by You have been met.

This policy is an evidence of the contract between you and Magma General Insurance Limited. The information furnished by you in the proposal form and the declaration signed by you forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning wherever it may appear.

**Definitions**

1. **You/Your** : The person (s) named as Insured in the Schedule
2. **We/Us/Our** : Magma General Insurance Limited
3. **Proposal**: The application form you sign for this insurance and/or any other information you give to us or which is given to us on your behalf.
4. **Policy**: Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda if any.
5. **Schedule**: The document which describes you, the cover that applies the Period of Insurance and other details of your policy.
6. **Sum Insured**: It means the amount stated in each section of the Schedule which shall be our maximum liability under this Policy for any one claim or in the aggregate for all claims under each section during the Policy period.
7. **Policy Period**: It means the period commencing from effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Policy Schedule.
8. **Period of Insurance**: It means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.

**9. Excess/Deductible** The amount stated in each section in the Schedule, which shall be borne by you first in respect of each and every claim made under this Policy. Our liability to make any payment under the Policy is in excess of the Excess/Deductible.

**10. Valuables:** Valuables means (a) gold or silver or any precious metals or articles made from any precious metals (b) watches or Jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collection of stamps, rare books, medals, moulds, designs or any other collectibles (c) deeds, ATM cards, credit cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities or any other negotiable instrument (d) Work of art

**11. Insured Premises:** The place(s) named in the Schedule where you normally reside.

**12. Market Value:**

This is the basis of Sum Insured for household goods other than electrical, mechanical and electronic machines/gadgets under this policy. Market value for household goods means the procurement value of goods from the same or similar source at the time of damage or Loss less appropriate depreciation.

**13. Reinstatement Value:**

This is the basis of Sum insured for building and permanent furniture, fixtures and fittings and electrical/mechanical/electronic machines/ gadgets under this Policy. Reinstatement Value represents the replacement value of the asset as New at time of Damage or Loss.

**14. Retroactive Date:** This is the date when the risk is first incepted under a Claims Made Policy and thereafter renewed without break in period of insurance cover.

**15. Permanent Furniture Fixture and Fittings:** Permanent Furniture Fixture and Fittings includes false ceiling glass/wooden partitions, wooden/steel cupboards Fixed to the walls, electrical tube lights and fan only.

**16. Family:** Family means your spouse and dependent children if ordinarily residing with you.

**17. Accident:** Accident means a sudden, unintended fortuitous, visible and external event.

**SECTION 1****Fire and Allied Perils - Building & Household contents**

You chose this HOUSEHOLDER'S PACKAGE Policy and applied to Us for insurance covers of Your choice. You paid Us the premium and gave Us information about Yourself, Your Home Building and Home Contents. Based on Your confirmation that this information is true and correct, and in return of accepting the Premium You have paid Us We promise to provide You insurance as stated in this Policy Document and the Policy Schedule attached to it.

**Clause A. This Policy and the Insurance Contract**

1. Your Policy: This HOUSEHOLDER'S PACKAGE Policy is a contract between You and Us as stated in the following:

- a) This Policy document,
- b) The Policy Schedule attached to this Policy document,
- c) Any Endorsement attached to and forming part of this Policy document,
- d) Any Add-on to this Policy that You may have purchased from Us,
- e) The proposals and all declarations made by You or on Your behalf.

2. To whom this Policy is issued and what it covers:

- a) This Policy is issued to You and covers You and/or Your Home Building and/or Home Contents as mentioned in the Policy Schedule.
- b) If more than one person is insured under this Policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
- c) If You have mortgaged, pledged or hypothecated Your Home Building and/or Home Contents with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional clause.

3. The Policy Schedule: The Policy Schedule is an important document about Your insurance cover. It contains:

Your personal details,

- a) the Policy Period,
- b) the description of Your Insured Property,
- c) the total Sum Insured, the Sum Insured for each cover or item covered, and any limits and sub-limits,
- d) the insurance covers You have purchased,
- e) the premium You have paid for these insurance covers,
- f) add-on covers opted by You,
- g) other important and relevant aspects and information.

4. **Special meaning of certain words:** Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements.

These words with special meaning are stated in the Policy with the first letter in capitals

<b>Word /s</b>	<b>Specific meaning</b>
<b>Bank</b>	A bank or any financial institution
<b>Carpet Area</b>	<ol style="list-style-type: none"> <li>for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit;</li> <li>for any enclosed structure on the same site, it is the net usable floor area of such structure; and</li> <li>for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area.</li> </ol>
<b>Commencement Date</b>	<p>It is the date and time from which the insurance cover under this Policy begins.</p> <p>It is shown in the Policy Schedule.</p>
<b>Cost of Construction</b>	<p>The amount required to construct Your Home Building at the Commencement Date.</p> <p>This amount is calculated as follows:</p> <p><b>a. For residential structure of Your Home including Fittings and Fixtures:</b></p> <p>Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy schedule.</p> <p><b>b. For additional structures :</b> the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.</p>
<b>Endorsement</b>	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
<b>Home Contents</b>	Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.

<b>General Contents</b>	<b>General Contents</b> are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls ), clothing and apparel and items of similar nature.
<b>Valuable Contents</b>	<b>Valuable Contents</b> of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.
<b>Insured</b>	The Person/s who has/have purchased Insurance Cover under this Policy.
<b>Insured Property</b>	Your Home Building and Home Contents, or any item of property covered by this Policy.
<b>Kutcha Construction</b>	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.
<b>Policy Period</b>	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in <b>Clause G (III)</b> of this Policy, whichever is earlier.
<b>Word /s</b>	Specific meaning
<b>Policy Schedule</b>	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Policy.
<b>Premium</b>	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
<b>Pucca Construction</b>	Construction other than Kutcha Construction.
<b>Spouse</b>	Your wife or husband.
<b>Sum Insured</b>	The amount shown as Sum Insured in the Policy Schedule and as described in Clause C (4) and Clause D (2) of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.
<b>Total Loss</b>	A situation where the Insured Property or item is Completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total.
<b>We, Us, Our, Insurer</b>	The Magma General Insurance Limited that has provided Insurance Cover under this Policy; of the Company.
<b>You, Your, Insured</b>	The Insured Person/s who has/have purchased Insurance Cover under this Policy; of such

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

## Clause B. Insured Events

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

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

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

		d. defective design or workmanship or use of defective materials, or e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
7.	Bush fire, Forest fire, Jungle fire	-
8.	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.
9.	Missile testing operations	-
10.	Riot, Strikes, Malicious Damages	caused by a temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or b temporary or permanent dispossession of Your Home by unlawful occupation by any person.
11	Acts of terrorism (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes.	-
13.	Leakage from automatic sprinkler installations.	a repairs or alterations in Your Home or the building in which Your Home is located, b repairs, removal or extension of any sprinkler installation, or c defects in the construction known to You.
14.	Theft within 7 (seven) days from the	if it is



	occurrence of and proximately caused by any of the above Insured Events.	a. of any article or thing outside Your Home, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.
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## Clause C: Home Building Cover

### 1. What We cover

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

### 2. Your Home Building

a. **Your Home Building** is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.

b. Your Home Building includes

i. Fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.

ii. the following 'additional structures' if they are on the same site, and are used as part of Your Home Building:

a) garage, domestic out-houses used for residence, parking spaces or areas, if any

b) compound walls, fences, gates, retaining walls and internal roads,

c) verandah or porch and the like,

d) septic tanks, bio-gas plants, fixed water storage units or tanks,

e) solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,

iii. Any other structure shown in the Policy Schedule.

c. Your Home Building does not include Contents of Your Home.

### 3. Use for residence

a. We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.

b. We will not pay if

i. Your Home Building is used as a holiday home, or for lodging and boarding, or

ii. Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are self-employed or You have shifted Your office to Your Home Building for a temporary period due to lockdown or closure of Your office ordered by a public authority.

#### 4. Sum Insured

a. The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by you and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.

b. If the Policy Period is more than one year, we will automatically increase Your Sum Insured during the Policy Period by 10% per annum on each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date.

c. The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.

d. Restoration of Sum Insured: Except as stated in **Clause G (III) (3) (b)** of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after we have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

#### 5. What We pay

a. If You make a claim under the policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs, and claim that amount from Us.

b. We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.

c. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.

d. If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.

e. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.

f. In addition to what **Clause C (5) (c)** of this Policy provides for, We will pay You the following expenses:

i. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;

ii. up to 2 % of the claim amount for reasonable costs of removing debris from the site.

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

a. If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative accommodation and the rent of Your Home Building.

b. We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.

c. The amount of lost rent shall be calculated as follows: Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs ÷ Loss of Rent Period opted for.

- d. This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is three years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.
- e. Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover.

#### Clause D: Home Contents Cover

##### 1. What We cover:

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

##### 2. Sum Insured:

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

##### 3. What We pay

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

such limit is the maximum We will pay for that item.

Clause E: Additional Covers

**1. Optional Covers:**

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

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

i. If the Valuable Contents of Your Home are physically damaged by any Insured Event, We will pay the cost of repairing the item/s.

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

**b. Personal Accident Cover:**

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

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

**2. Add-ons:**

You can opt for an Add-on by choosing from the Add-ons, if any, offered by Us under this product and the ones that You have purchased will be mentioned in the Policy Schedule and the relevant clause/s and/or endorsements will be attached to this Policy.

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

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

1. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
2. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties

of any explosive nuclear assembly or nuclear component that is part of it.

4. Pollution or contamination, unless

- i. the pollution or contamination itself has resulted from an Insured Event, or
- ii. an Insured Event itself results from pollution or contamination.

5. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self- heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.

6. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the policy.

7. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.

8. Loss or damage to any Insured Property removed from Your Home to any other place.

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

10. Any reduction in market value of any Insured Property after its repair or reinstatement.

11. Any addition, extension, or alteration to any structure of Your Home Building that increases its Carpet Area by more than 10% of the Carpet Area existing at the Commencement Date or on the date of renewal of this Policy, unless You have paid additional premium and such addition, extension or alteration is added by Endorsement.

12. Costs, fees or expenses for preparing any claim.

#### Clause G. Conditions

### (I) Your Obligations

#### 1. Make true and full disclosure in the proposal and related documents

a. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by anyone else on Your behalf.

b. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family, Your Home Building and Home Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, Your Home Building and Home Contents.

#### 2. Obligation to take care : You must:

a. keep Your Home Building and Home Contents in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs.

- b. take care to prevent theft, loss or damage to Your Home Building and Home Contents, and
- c. ensure that unauthorized persons do not occupy Your Home Building.

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

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

**4. Allow inspection and investigation of claim:** You must allow, and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.

**5. Make true statements and full disclosure in the claim and related documents** You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.

## **(II) Renewal of Policy**

- 1. End of Policy:** This Policy will expire at the end of the Policy Period.
- 2. Renewal is not automatic,** We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of mis- representation, non-disclosure of material facts, fraud or non-co-operation on Your part.
- 3. Application for renewal:** If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

### **Automatic termination of the Policy**

This Policy will automatically end in the following cases:

**a. Destruction of Your Home Building:** This Policy will automatically end 7 (seven) days after Your Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of Your Home Building, or any additional structure falls down or is destroyed by reason other than any Insured Event, the covers will end for such part or additional structure.

You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on the same rates, terms and conditions.

**b. Exhaustion of Sum Insured:** If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Policy will end.

**c. Change of use of Your Home Building or Home Contents:** The Policy will end

- i. if You change the use of Your Home Building from personal residence to any other

purpose, or

- ii. if You use any item of Home Contents for use that is not personal.

**d. Sale of Your Home Building or Home Contents:** This Policy will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to an end. The Policy will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.

**e. Effect of death**

In the event of the unfortunate death of the Insured during the Policy Period, the Home Building Cover and the Home Contents Cover that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

**(III) Claims Procedure**

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost. The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

**1. Immediate notice to Us**

- a. As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
- b. You can give notice to any of Our offices or call-centres.
- c. You must state in this notice
  - i. the Policy Number,
  - ii. Your name,
  - iii. details of report to the police that You made,
  - iv. details of report to any Authority that You made,
  - v. details of the Insured Event,
  - vi. a brief statement of the loss,
  - vii. particulars of any other insurance of Your Home Building or any of Your Home Contents,
  - viii. details of loss or damage under any Optional Cover or Add-ons,
  - ix. submit photographs of loss or physical damage, wherever possible.

**2. Steps to prevent loss and damage**

- a. You must take all reasonable steps to prevent further loss or damage to Your Home Building and Home Contents.
- b. Until We have inspected Your Home Building and Home Contents, and have given Our consent,
  - i. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
  - ii. You must not wash or clean, or remove any damaged item or debris, except for



any urgent necessity;

iii. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.

**3. Immediate notice to Authorities**

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event You must inform the police.
- b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

**4. Submit claim**

**a. Claim form:**

- i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
- ii. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- b. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

**5. Establish loss**

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

**6. Fraudulent claim**



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

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

#### 7. Other insurance

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

#### 8. Recovery action by Us

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

#### Clause H. Changes to covers

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

of the entire contract between You and Us.

#### Clause I. Waiver of Underinsurance

Underinsurance does not apply to the **HOUSEHOLDER'S PACKAGE POLICY** under fire section of the Policy. Thus, if Your Sum Insured calculated on the basis of the information that You provided, is less than the actual value at risk, the difference will not affect the amount We pay.

#### Clause J. Other Details

##### 1. Notices

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

##### 2. Nomination for this Policy

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

##### 3. Applicable law and jurisdiction

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

##### 4. Arbitration

**For Individual insured and their families** – Arbitration Clause is not applicable.

**For other insureds such as entities other than individuals and will include firms, companies, trusts etc.**

**Arbitration Clause** – "The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996."

## SECTION 2

### Burglary & Robbery

#### Definitions:

1. **Burglary**: Burglary means the unforeseen and unauthorized entry to or exit from the insured premises by aggressive means with the intent to steal the contents there from.
2. **Theft**: Theft means the illegal taking of property belonging to another person without his consent with the intention of permanently depriving the other of it.
3. **Household Goods**: Household goods means the personal belongings to you And your family members who permanently reside with you which includes all mechanical and electrical gadgets for personal use and specified in the schedule.

WHAT WE COVER	WHAT WE EXCLUDE
Loss or Damages directly caused to <ul style="list-style-type: none"> <li>• 'Contents' or any part thereof whilst kept in the insured premises</li> <li>• Damage to Insured premises (including reasonable costs for damaged locks at the entry and/or exit points)</li> </ul> Caused by actual or attempted burglary and/or robbery during the policy period.	<ul style="list-style-type: none"> <li>• Loss or damage from any yard, garden outbuilding (including sheds or garages not attached to the building) or any other property outside the confines of the premises unless specified in the Schedule</li> <li>• Valuables and cash in safe, unless specifically covered in the Schedule</li> <li>• Loss or damage of motor vehicles, trailers unless shown in the schedule</li> <li>• Loss or damage in which you, your family members or any other person lawfully on or about your premises is or is alleged to be in any way concerned or implicated</li> <li>• Loss or damage resulting from an act of Riot, Strike, Malicious Damage and Terrorism</li> <li>• Damage to glass and sign boards</li> <li>• Live stock</li> <li>• Loss or damage to contents or stock when the premises are left unoccupied for more than 30 consecutive days unless the same has been reported to us in writing and our written approval obtained.</li> <li>• Any consequential loss or legal liability</li> <li>• First Rs 2500/- under each and every claim</li> </ul>

**Special Condition:**
**Reinstatement of sum insured**

Immediately upon happening of loss or damage under the policy, the Sum Insured stated in the schedule shall be reduced by the amount of loss or damage and such reduced sum insured shall be limit in respect of any further damage occurring during the current period of insurance unless we give our consent upon payment of additional premium to reinstate the said sum insured.

**Basis of Settlement:-**

Subject to Special Condition above and deductible stated in the Schedule, we may at our option reinstate, replace or repair the assets covered under this Policy which are lost or damaged or pay the amount of Loss/Damage or may join with any other insurer(s) in doing so .

We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case we shall be bound to spend more in reinstatement than it would cost to reinstate the assets as it was at the time of occurrence of such damage, nor more than the limit of liability mentioned under the Schedule.

All claims settlement under this Policy is subject to the following conditions: 1 & 2 are not understood

1) When the sum insured' represents the value of the assets covered:

If value of the assets insured under this Policy shall at the time of loss be collectively of greater value than the sum insured opted by you, then you will be considered as being your own insurer for the difference and shall bear a rate able proportion of the loss accordingly. Every item, if more, than one in the Policy shall be separately subject to this condition.

2) When the 'sum insured' represents a fixed proportion of the value of the assets covered:

If the fixed proportion of value of the assets insured under this Policy shall at the time of loss be collectively of greater value than the sum insured opted by you, then you will be considered as being your own insurer for the difference and shall bear a rate able proportion of the loss accordingly. Every item, if more, than one in the Policy shall be separately subject to this condition.

### SECTION 3

#### ALL RISK (Jewellery & Valuables)

WHAT WE COVER	WHAT WE EXCLUDE
<p>1. Accidental loss of or damage to Jewellery and Valuables anywhere in India.</p> <p>Our liability in respect of any one item in any one policy period will not individually or in the aggregate exceed the sub limits of the Sum Insured set against such items in the schedule.</p>	<ol style="list-style-type: none"> <li>1. 1.5% of the claim amount subject to minimum of Rs.1000/-</li> <li>2. Loss or damage due to cracking, scratching and/or breaking of lens or glass items or other articles of a brittle or fragile nature whether part of Jewellery and/or Valuable unless such loss or damage arises from an accident to a vessel, train or other mechanized vessel, road vehicles, aircraft by which such jewellery and/or Valuable is being carried by You.</li> <li>3. Loss or damage by or any process of cleaning, dyeing, repairing or restoring to which the Jewellery and/or Valuable is subjected.</li> <li>4. Loss or damage caused by moth, mildew or vermin.</li> <li>5. Damage due to faults/defects existing at the commencement of this insurance and known to You , whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees</li> <li>6. Loss or damage caused by mechanical derangement or over winding of watches and clock.</li> </ol>

	<ol style="list-style-type: none"> <li>7. Theft of unattended baggage containing such jewellery and/or Valuables or mysterious disappearance of the same unless it is stolen from securely locked vehicle.</li> <li>8. Loss or damage whilst being conveyed by any carrier under contract of affreightment.</li> <li>9. Damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travelers cheques and the like</li> <li>10. Loss directly or indirectly occasioned by or happening through or in consequence of war, Invasion act of foreign enemy, hostilities (whether war be declared or not), Civil war, rebellion, revolution, insurrection, Military or usurped power, Confiscation, nationalization, or any such action</li> <li>11. Loss or damage due to any action from Public Authority.</li> <li>12. Consequential loss of any nature</li> </ol>
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**Basis of Settlement:**

1. In respect of partial losses where an insured article can reasonably be repaired or reinstated at a cost less than the replacement cost, we will indemnify You in respect of the expenses necessarily and reasonably incurred to restore such item to its state immediately prior to the happening of the insured event.

2. In the case of a Total Loss, We shall indemnify You in respect of the restoration or replacement costs. up to the Sum Insured. However We shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in the reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event subject to the following:

a) Single article limit

Unless specifically and separately stated, our liability in respect of each article or pairs of articles shall not exceed 10% of the total sum insured under this policy.

b) In the event of loss or damage to any article forming part of a pair or set, WE shall not be liable for more than the value of the particular part or parts which may be lost or damaged without references to any special value which such part or parts may have as forming a pair or set but in any event not exceeding a proportionate part of the sum insured in respect of the pair or set.

4. If the value of the Jewellery and/or Valuables insured under the policy shall at the time of any insured event be collectively of greater value than the sum insured there on, then you shall be considered as your own insurer of the difference and shall bear a ratable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this condition.

## SECTION 4

### Plate Glass and Neon Signs/Glow Signs

#### Definitions:

**Plate Glass:** Plate Glass means completely and securely fixed flat glass within the Insured's premises (including plate glass of display/show windows of the premises ) and described in the schedule excluding its glazing and/or lettering and/or ornamentation and/or any surface treatment or surfacing unless specifically described and declared for insurance.

**Frames and framework:** Mean a structure the immediate purpose of which is the enclosure or support of plate glass.

**Accidental:** Means a circumstance i.e. sudden, unexpected and unintentional damage not excluded under the policy

WHAT WE COVER	WHAT WE EXCLUDE
1. Any accidental loss or damage to Plate Glass/Neon Signs/Glow Signs except for those specifically excluded.  2. Damage to frame and framework of any description following breakage of Glass and/or Neon Boards/glow signs subject to a maximum of Rs 5000/-.  3. Following breakage of Glass, the cost of tinting, lettering, painting, embossing, silvering or any other ornamental work on the replacement Glass, provided that such costs have been included in the Sum Insured of the Glass under this Policy.	1. 5% of the claim amount subject to minimum of Rs 2000/- 2. Breakage or damage during removal, alteration and repairs carried out at your premises 3. Scratching other than the fracture extending through the entire thickness of Plate Glass 4. Damage or breakage to Plate Glass or Neon Signs, Glow Signs which are not securely fixed. 5. Any loss or damage caused willfully by you or your employees, or any loss or damage in which you or any person acting on your behalf is or is alleged to be involved or implicated. 6. Any loss or damage for which the manufactures or supplier is responsible. 7. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event

	<p>8. Loss or damage caused by sun, rain, hail or climatic or atmospheric conditions.</p> <p>9. Fusing or burning out of bulbs and/or tubes howsoever caused</p> <p>10. Radioactive contamination: Any loss, damage or legal liability directly or indirectly caused by :</p> <p>(a) Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;or</p> <p>(b) The radioactive ,poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.</p> <p>11. War Risks: Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.</p> <p>War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.</p> <p>12. Sonic bags: Any loss ,damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects travelling at or above the speed of sound.</p> <p>13. Gradually occurring losses: Loss or damage by wear and tear, depreciation, insects, and vermin's, moth, fungus, corrosion, rust, atmospheric or climatic conditions ingress of water, gradually operating cause, and process or cleaning, dyeing, repair, alteration or restoration.</p> <p>14. Accidental external means: Loss or damage caused by arising out of accidental external means except as specifically covered.</p> <p>15.Public Authority: Loss ,destruction or damage caused to the property insured by burning by order of any Public Authority</p> <p>Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or</p>
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	<p>destruction by order of the Government or any lawfully constituted Authority.</p> <p>16. Riot &amp; Strike</p> <p>17. Earthquake Fire &amp; Shock.</p> <p>18. Terrorism</p> <p>19. Loss, or damage consequent upon interruption or delay of business or other loss, damage or injury arising from breaking of glass during replacement thereof.</p>
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### Special Provisions

#### **1. Basis of Claims Settlement:**

The basis of settlement shall be as under:

(a) Where a damaged item can be repaired or reinstated at a cost less than the replacement cost then we will indemnify you in respect of expenses necessarily incurred to restore the affected item as nearly as practicable to its state immediately prior to the happening of the insured event.

(b) In case of a total loss, we will pay you in respect of restoration or replacement costs. We shall not be bound to reinstate or restore exactly or completely but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.

#### **2. Reinstatement of Sum Insured**

Upon happening of loss or damage and subsequent settlement of claim, Sum Insured shall stand reduced by the amount of such loss paid by Us. Sum Insured shall be reinstated only upon You paying Us the pro-rata premium for the unexpired period of insurance from the date of such loss to the expiry date of the policy for the amount of such loss.

## SECTION 5

### Breakdown of Domestic Appliances

#### **Definition:**



**Domestic Appliances:** Domestic Appliances means the electrical and/or mechanical equipment's as specified in the Schedule which are contained in or fixed at the insured premises and used solely for personal and household related purposes.

WHAT WE COVER	WHAT WE EXCLUDE
Electrical & Mechanical breakdown of Domestic Appliances due to unforeseen and sudden physical damage by any cause not Hereinafter excluded whilst in the premises necessitating its immediate repair or replacement.	<ol style="list-style-type: none"> <li>1. The first Rs 500/- or 2% of Sum Insured whichever is higher for each loss or damage.</li> <li>2. Damage for which manufacturer or supplier is responsible/ any amount recoverable under Maintenance Agreement if any.</li> <li>3. Damage resulting from overload experiment or test requiring imposition of abnormal conditions.</li> <li>4. Damage due to deterioration of or wearing away of any item caused by or as a result of normal use or exposure, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect.</li> <li>5. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or replacements of parts affected may be necessary.</li> <li>6. Damage due to faults/defects existing at the commencement of this insurance and known to you, whether such faults/defects were known to us or not and any willful act or negligence of you or your employees.</li> <li>7. Damage to consumables such as ropes, Rubber items, dies, moulds, blade, cutters, knives, exchangeable tools, engraved or impression cylinders or rolls, glass and porcelain items, ceramics, operating media, belts or wires, fabrics, anti-corrosive, non metallic linings unless such parts are affected by an indemnifiable Damage to the insured item itself.</li> <li>8. Cost of transport to the repair shop and back of any Damaged item</li> <li>9. Loss or damage to Domestic Appliances older than 10 years from the date of manufacture</li> <li>10. Loss or damage to any Domestic Appliances by perils insurable under other Sections of this Policy.</li> <li>11. Loss or damages to mobile phones or other similar communication devices.</li> <li>12. Any costs incurred in connection with the maintenance of Domestic Appliances including parts replaced in the course of such maintenance operations.</li> </ol>

## SPECIAL PROVISIONS

## 1. Sum Insured

It is a requirement of this insurance that the Sum Insured in respect of items 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, including freight, custom duties.

## 2. Claim Settlement

The basis of claim settlement can be on either Repair basis or on a Total Loss basis. The total loss basis is adopted if the cost of repair exceeds or equals the Market Value of the Equipment immediately before the Damage.

In case of settlement on repair basis No deduction will be made for depreciation in respect of parts replaced except those with limited life.

In case of Total Loss, the claims will be settled on Market Value basis, which will be arrived at by deducting proper depreciation from the Replacement Value of item as new of same kind, type and capacity.

## SECTION 6

### Electronic Equipment Insurance

### Definition:

#### 1. Electronic Equipment:

Electronic Equipment means the items specified in the Schedule and which are contained or fixed at or in the insured premises. This may include computer, fax machine, televisions sets or any other electronic item including accessories and/or system software.

WHAT WE COVER	WHAT WE EXCLUDE
Electrical & Mechanical breakdown of Electronic Equipment due to unforeseen and sudden physical damage by any cause Not hereinafter excluded whilst in the premises necessitating its immediate repair or replacement.	<ol style="list-style-type: none"> <li>10% of the claim amount or Rs 2500/- (whichever is higher) of each and every claim in respect of damage to personal computers and the first 10% of the claim amount or Rs.1000/- whichever is higher in respect of each and every claim in case of other electronic equipment's.</li> <li>Damage due to faults/defects existing at the commencement of this insurance and known to You , whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees</li> <li>Damage due to continuous influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) gradual deterioration and climatic condition.</li> </ol>

	<ol style="list-style-type: none"> <li>4. Any cost incurred in connection with elimination of functional failures unless such failures were caused by Damage covered under this Section of the Policy.</li> <li>5. Damage for which the manufacturer or supplier is responsible either by law or under contract or any amount recoverable under the terms of Maintenance Agreement.</li> <li>6. Cost of transporting the electronic equipment to and from the place of repair.</li> <li>7. Damage to consumable items (e.g. bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, exchangeable tools, objects made of glass, porcelain or ceramics and operating media as well as aesthetic defects like scratches etc. unless such parts are affected by an indemnifiable Damage to the insured Item itself). Damage to external antenna, dishes, masts and fittings by theft.</li> <li>8. Damage arising through fitting, adjustment, repair or dismantling of any part of said equipment/installation other than by an authorised representative of an Electronic Equipment manufacturer, dealer or that of a reputed repairer.</li> <li>9. Any cost required for alteration, improvement or overhaul or for making drawings, patterns and core boxes.</li> <li>10. Loss or damage to electronic equipment older than 10 years from the date of manufacture.</li> <li>11. Loss or damage to mobile phones or other similar communication devices</li> <li>12. False programming, punching, labeling or inserting or the inadvertent canceling of information or data contained in External Data Media.</li> </ol>
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### **SPECIAL PROVISIONS APPLICABLE TO SECTION – 6**

#### **1. Sum Insured**

The Sum Insured shall be equal to cost of replacement of Electronic Equipment as new of same kind, type and capacity including freight, dues and custom duties and also cost of dismantling and re-erection. The value of system software also must form part of the sum insured.

#### **2. Claim Settlement**

The basis of claim settlement can be on either Repair basis or on a Total Loss basis. The total loss basis is adopted if the cost of repair exceeds or equals the Market Value of the Equipment immediately before the Damage.

In case of settlement on repair basis No deduction will be made for depreciation in respect of parts replaced except those with limited life.

For Total Loss Basis settlement Market Value of item will be calculated by deducting proper depreciation from the Replacement Value of item as new of same kind, type and capacity. If the damaged items become obsolete, then all cost necessary to replace the damaged item with a follow up model will be allowed.

The Sum Insured under the Policy if found to be less than the amount required to be insured as described under "Sum Insured" above, then We will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Each and every item shall be subject to this condition separately.

## SECTION 7

### Personal Accident

#### Definitions:-

1. **Bodily Injury:** It means accidental physical bodily injury solely and directly caused by external, violent visible cause.
2. **Permanent Total Disablement:** The bodily injury that totally, irrevocably and absolutely prevents you from engaging in any kind of occupation.
3. **Temporary Total Disablement:** The bodily injury that prevents you from engaging in your occupation for a period not exceeding 104 weeks since the date of injury to the time you are fit enough to resume your occupation as certified by Medical Professional
4. **Permanent Partial Disablement:** The bodily injury that results in total, irrevocable, absolute and continuous loss of or impairment of a body part or sensory organ specified under the Table of Benefits.
5. **Accidental Death:** Accidental death means death resulting from Bodily Injury solely and independently of any other cause(as mentioned under "What We exclude" below) except illness directly resulting from, or medical or surgical treatment rendered necessary for such injury, occasions the death of the insured person within 12 months from the date of accident.
6. **Adventurous Sports:** Racing on wheels or horseback, big game hunting, Mountaineering, winter sports, skiing, ballooning, hand gliding, river rafting, polo and sports of similar hazard.
7. **Hazardous Activities:** Persons working in underground mines, explosives, workers involved in Electrical installation with high-tension supply, Circus personnel, persons, Stuntman in Film and persons engaged in occupations/activities of similar hazard.

WHAT WE COVER	WHAT WE EXCLUDE
Accidental bodily injury directly resulting in the death or disablement to insured person as per Table of Benefits.	1. Natural Death 2. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement.

<p>The scope of coverage shall depend on the benefit selected by you and as described in the Schedule</p> <p>A) Basic Cover—Death only</p> <p>B) Wider Cover--- Death + Permanent Total Disablement + Permanent Partial Disability</p> <p>C) Comprehensive Cover --- Death + Permanent Total Disablement + Permanent Partial Disablement + Temporary Total Disablement</p> <p>We shall pay to the insured person or his/her legal personal representative / nominee, the compensation set forth in Table of Benefits (as percentage of Capital Sum Insured)</p>	<p>3. Any payment in case of more than one claim under this policy during any one period of Insurance by which our liability in that period would exceed CSI</p> <p>4. Payment of compensation in respect of death or injury as a consequence of/resulting from</p> <ol style="list-style-type: none"> <li>Committing or attempting suicide, intentional self-injury.</li> <li>Whilst under influence of intoxicating liquor or drugs.</li> <li>Drug addiction or alcoholism.</li> <li>Whilst engaged in any adventurous sports and/or hazardous activities.</li> <li>Committing any breach of law with criminal intent.</li> <li>War, Civil War, invasion, act of foreign enemies, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint, or detainment, confiscation, or nationalization or requisition by or under the order of any government or public authority.</li> <li>Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self - sustaining process of nuclear fission.</li> <li>The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.</li> </ol> <p>5. Consequential loss of any kind and/or any legal liability</p> <p>6. Pregnancy including child birth, miscarriage, abortion or complication arising there from.</p> <p>7. Participation in any naval, military or air force operations.</p> <p>8. Curative treatments or interventions</p> <p>9. Venereal or sexually transmitted diseases.</p> <p>10. HIV and or related illness.</p>
TABLE OF BENEFITS	PERCENTAGE OF CAPITAL SUM INSURED
1. Accidental Death	100
2. Permanent Total Disability:	
a) Loss of sight (both eyes)	100
b) Loss of two limbs	100
c) Loss of one limb and one eye	100
d) Permanent Total and absolute disablement as certified by Medical Practitioner.	100



3. Permanent Partial Disability	
a) Loss of sight of one eye	50
b) Loss of one limb	50
c) Loss of toes-all	20
d) Great-both phalanges	5
e) Great-one phalanx	2
f) Other than great, if more than one toe lost each	1
g) Loss of hearing – both ears	50
h) Loss of hearing – one ear	15
i) Loss of Speech	50
j) Loss of four fingers and thumb of one hand	40
k) Loss of four fingers	35
f) Loss of thumb-both phalanges	25
g) Loss of thumb-one phalanx	10
h) Loss of index finger	
i)Three phalanges	10
ii)Two phalanges	8
iii)One phalanx	4
i) Loss of middle finger	
i) Three phalanges	6
ii) Two phalanges	4
iii) One phalanx	2
j) Loss of ring finger	
i)Three phalanges	5
ii)Two phalanges	4
iii)One phalanx	2
k) Loss of little finger	

i) Three phalanges	4
ii) Two phalanges	3
iii) One phalanx	2
l) Loss of Metacarpals	
i) First or second (additional)	3
ii) Third, fourth or fifth (additional)	2
m) Any other permanent partial disablement	% as assessed by Medical practitioner appointed by us
4. Temporary Total disablement benefit at the rate per week	1% of C.S.I or Rs 5000/- per week whichever is lower for 104 weeks max.

## SECTION 8

### Workmen's Compensation

WHAT WE COVER	WHAT WE EXCLUDE
Legal compensation incurred by you under the Employee's Compensation Act 1923 or any amendment thereto or under Fatal Accidents Act, 1855 or under Common Law in respect of accidental death, bodily injury, illness or disease to any employee mentioned in the Schedule during the Policy Period arising out of and in the course of employment.	1. Any interest and/or penalty imposed on account of failure to comply with requirements laid down under Employee's Compensation Act 1923 and subsequent amendments of the said Act. 2. Liability to employees of your contractors or sub-contractors 3. Any liability by virtue of an agreement, which would not have been attached in the absence of such agreement. 4. Any sum which you would have been entitled to recover from any party but for an agreement between you and such party. 5. Occupational diseases contracted by an employee

## SECTION - 9

### Public Liability

#### Definitions:

##### 1. Damages:

Damages means monetary sum payable by you pursuant to judgments or awards and/or settlements negotiated by or on behalf of you, but shall not include fines, penalties, punitive damages or any other amount for which you are legally liable.

##### 2. Defense Costs:

Defense Costs means the expenses incurred by you or on your behalf in the investigation or settlement or defense of a claim and shall include legal costs and disbursements.

##### 3. Limit of liability:

Limit of Liability means the amount stated in the schedule which shall be our maximum liability under this section (inclusive of Damages and/or Defence Costs, and regardless of the number of claimants or the total number or amount of Claims made against you) for any one Claim and in the aggregate for all Claims made during the Policy Period.

WHAT WE COVER	WHAT WE EXCLUDE
Damages including the Defence costs incurred by you against (a) Third Part Property Damage (b) Third Party injury/death Caused in the course of the Business by an accident in your business premises if notified during the policy period.	<ol style="list-style-type: none"> <li>1. Any liability arising out of a contractual obligation.</li> <li>2. Any accident arising out of wilful or intentional non-compliance of any statutory regulations.</li> <li>3. Any bodily injury of any person under a contract of employment with you, your contractors or sub-contractors arising out of and in the course of employment</li> <li>4. Consequential loss of any kind</li> <li>5. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, shock resulting there from.</li> <li>6. Liability arising out of Vehicles covered under Indian Motor Vehicle Act.</li> <li>7. Damage to property belonging to third parties that is rented, leased or under hire –purchase agreement or on loan to you</li> <li>8. Damage to property belonging to third party handled by you by way of your trade or worked upon by or in your care, custody or control.</li> <li>9. Pollution of any kind</li> </ol>



	10. Any Liability under the Public Liability Insurance Act which attaches liability on a no fault basis 11. Product Liability 12. Injury and/or damage occurring prior to the Retroactive Date stated in the Schedule. 13. Any claim directly or indirectly connected to earthquake, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbances
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## **SPECIAL PROVISION APPLICABLE TO SECTION 9:**

You shall not admit liability for or settle or compromise or make or promise any payment in respect of any claim which may be the subject of an indemnity under the policy or incur any costs or expenses in connection therewith without the prior written consent from us.

We shall be entitled (but in no case obliged) to take over and conduct the investigation, defense and /or settlement of any claim. For this purpose you shall give all the information, documentation, records and other assistance to our representatives. Having taken over the defense of any claim, we may in our sole and absolute discretion relinquish the same.

## **GENERAL CONDITIONS APPLICABLE TO THE POLICY**

### **1. Notice:**

Every notice and communication to us required by or in respect of this policy shall be in writing.

### **2. Reasonable care:**

You must take all reasonable steps to protect the property insured, prevent damage or accidents and maintain the property insured in a sound condition.

### **3. Mis-description:**

This Policy shall be void and premium paid shall be forfeited in the event of mis-representation, mis-description or non-disclosure of any material facts by you or your representative

### **4. Alteration of Risk:**

The cover afforded under this policy shall be suspended and no payment shall be made hereunder if:

(a) You carry on any business at the insured premises other than the business stated in the proposal

- (b) There is any material change in the facts and matters stated in the proposal
- (c) The ownership of the building/stocks/contents passes from you to any other person or entity otherwise than by the operation of the law of succession as applicable.

#### **5 A) Claims Procedure:**

**I) In the event of any circumstances likely to give rise to a claim you must:**

- (a) Intimate us as soon as reasonably possible, but in any event within 15 days of the date of the incident.

However in respect of loss or damage under Section 2 (Burglary and Robbery) and Section 4 (Money), the loss must be reported within 24 hours of the happening of any insured event.

- (b) Lodge complaint with the local police immediately in the event of Burglary, robbery, Riot. Strike and Malicious Damage and Loss of money while in transit.
- (c) Take all reasonable steps to recover any property which has been lost
- (d) Provide without expense to us, all proofs, certificates, evidence, assistance or information which we may reasonably require

**II) The documents normally required to be submitted in the event of a claim are :**

- a. Duly completed Claim form
- b. Copy of First Information Report (FIR)
- c. Estimate of loss / repairs
- d. Invoice/ Bills/Receipts
- e. Fire Brigade Report in respect of fire claims.
- f. Any other details/documents called for a specific loss

#### **III) RIGHTS AND RESPONSIBILITIES**

- 1. On the happening of loss or damage to any of the property insured by this policy, the Company may
  - a. Enter and take and keep possession of the building or premises where the loss or damage has happened.
  - b. Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
  - c. Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
  - d. Sell any such property or, dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

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

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

#### **5 B) BASIS OF CLAIMS SETTLEMENT:**

UNLESS OTHERWISE SPECIFICALLY STATED UNDER THE RESPECTIVE SECTION, THE BASIS OF SETTLEMENT SHALL BE AS UNDER:

Where a damaged item can be repaired or reinstated at a cost less than the replacement cost then we will indemnify you in respect of expenses necessarily incurred to restore the affected item as nearly as practicable to its state immediately prior to the happening of the insured event.

In case of a total loss, we will pay you in respect of restoration or replacement costs. We shall not be bound to reinstate or restore exactly or completely but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.

Unless otherwise expressly stated in particular section, if the value of the insured property shall at the time of any insured event be collectively of greater value than the sum insured thereon then you shall be considered as your own insurer of the difference and shall bear a rateable proportion of the loss or damage. Each item if more than one shall be separately subject to this condition

#### **6. Cancellation**

This policy may be terminated by You at any time by giving Us notice in writing. If You cancel the policy,

We will

- a) Refund the proportionate premium for unexpired policy period, if the term of the policy is up to one year and there is no claim(s) made during the policy period.
- b) Refund the premium for the unexpired policy period, if the term of the policy is more than one year and the risk coverage for such policy years has not commenced.

We can cancel this policy during the policy period by giving notice of minimum 7 days to You only on the grounds of established fraud committed by You.

#### **7. FRAUD**

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under the policy or if loss or damage be occasioned by the willful act or with your connivance, all benefits under this policy shall be forfeited.

#### **8. Contribution:**

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by you or by any other person on your behalf covering the same property We shall not be liable to pay or contribute more than its rateable proportion of such loss.

#### **9. Subrogation:**

You shall at our expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or obtaining relief or indemnify from the other parties to which we shall be or would become entitled or subrogated upon our paying or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after we indemnify your loss or damage

#### **10. Arbitration**

**For Individual insured and their families** – Arbitration Clause is not applicable.

**For other insureds such as entities other than individuals and will include firms, companies, trusts etc.**

**Arbitration Clause** – “The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.”

#### **11. Disclaimer Clause**

If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

#### **12. Geographical Limits:**

The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this policy shall be settled in Indian Rupees only.

#### **13. Salvage :**

Salvage is the amount that is assessed which the damaged asset will fetch in the open market. This amount is deducted from the claim amount

#### 14. Grievance Redressal:

At the outset, we thank you for choosing Magma General Insurance Limited. as your insurance provider and hope we are able to meet and exceed your expectations. We also hope that the policy delivered to you is in line with your proposal for insurance. We want to reiterate that providing top class customer service is our motto and we are committed to deliver the same. In case you have any queries/ requests/ clarifications, you can get in touch with our nearest branch or your insurance agent for the same. We request you to quote your policy number in all your communications to us.

In case, you remain dissatisfied with our response, we have a defined grievance handling procedure as below: The Grievance Redressed Cell of the Company looks into complaints from policyholders. Insured may approach the person nominated as 'Grievance Redressed Officer' with the details of their grievance:

Please write to us at **customercare@magmainsurance.com**, or at the following address:

#### Customer Service Officer

Magma General Insurance Limited  
 Equinox Business Park  
 Tower 3, Ambedkar Nagar, 2nd Floor, Unit Number 1B & 2B, LBS Marg, Kurla (West), Mumbai - 400070, Maharashtra, India.

An acknowledgement will be sent from the Grievance Redressed Cell within 3 days of receipt of any complaint. Every complaint will be registered, numbered, internally assigned, investigated and the Company's response notified within 15 days of receipt of complaint.

Grievance may also be logged at IRDAI Integrated Grievance Management system:

<https://bimabharosa.irdai.gov.in>

Further, the Insured may approach the nearest Insurance Ombudsman for redressal of the grievance, if he / she remains dissatisfied with the resolution provided by The Company. List of Ombudsman offices with contact details are attached for ready reference. You may approach the office of Insurance Ombudsman once the stipulated period of 30 days from date of filing the complaint is over. For updated status, please refer to websites [www.irdai.gov.in](http://www.irdai.gov.in) or [https://www.cioins.co.in/](http://www.cioins.co.in/)

Office of the Ombudsman	Contact Details	Jurisdiction
<b>AHMEDABAD</b>	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat and Union Territories of Dadra & Nagar Haveli, Daman and Diu.
<b>BENGALURU</b>	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru - 560 078.	Karnataka

	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	
<b>BHOPAL</b>	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh and Chhattisgarh.
<b>BHUBANESHWAR</b>	Office of the Insurance Ombudsman, 62, Forest Park, Bhubneshwar - 751 009. Tel.: 0674 - 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha
<b>CHANDIGARH</b>	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
<b>CHENNAI</b>	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)
<b>DELHI</b>	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh
<b>GUWAHATI</b>	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>HYDERABAD</b>	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry
<b>JAIPUR</b>	Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
<b>ERNAKULAM</b>	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry
<b>KOLKATA</b>	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	West Bengal, Sikkim and Union Territories of Andaman and Nicobar Islands.

	Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in	
<b>LUCKNOW</b>	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
<b>MUMBAI</b>	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038821/23/24/25/26/27/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane)
<b>NOIDA</b>	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddha nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
<b>PATNA</b>	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
<b>PUNE</b>	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region)

## **GENERAL EXCLUSIONS**

### **(APPLICABLE TO ALL SECTIONS)**

#### **1) Radioactive contamination:**

Any loss, damage or legal liability directly or indirectly caused by:

(a) Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or

(b) The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

## **2) War Risks:**

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.

War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

## **3) Sonic bangs:**

Any loss, damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects traveling at or above the speed of sound.

## **4) Pollution and/or Contamination:**

Loss, destruction or damage caused to the insured property by pollution or contamination excluding

- Pollution or contamination which itself results from a peril hereby insured against
- Any peril hereby insured against which itself results from pollution or contamination

## **5) Gradually occurring losses:**

Loss or damage by wear and tear, depreciation, insects, vermins, moth, fungus, corrosion, rust, atmospheric or climatic conditions ingress of water, gradually operating cause, process or cleaning, dyeing, repair, alteration or restoration.

## **6) Wilful Act:**

Loss or damage caused by or arising out of wilful act of the insured or any person acting on his/her behalf including circumstance, fact or matter you are or ought to be reasonably aware prior to the commencement of this contract.

## **7) Accidental External means:**

Loss or damage caused by arising out of accidental external means except as specifically covered under respective sections.

## **8) Consequential Losses**

Loss by delay, loss of market, loss of goodwill and / or any other consequential or indirect loss or damage not covered under Section III.



**9) Public Authority**

- Loss , destruction or damage caused to the property insured by burning by order of any Public Authority
- Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.

**10) Liability**

a) Liability more specifically insured elsewhere

b) Liability arising out of Asbestosis or any matter related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.