

**Endorsement Wordings****Home Shield Insurance****Optional Benefits/ Add-ons:****1. Rent for alternative accommodation:**

It is hereby declared that in the event of the Building described in the Policy and occupied by the insured, being destroyed or damaged by any fortuitous cause other than those specifically excluded, become unfit for occupation and the insured in consequence taking up alternative accommodation, the Company shall, subject to special conditions set out herein, indemnify the insured against the Rent for Alternate Accommodation which the insured is called upon to bear for the period beginning from the date of operation of any of any fortuitous cause other than those specifically excluded until the Building is rendered fit for occupation, such period not exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation or the maximum indemnity period of 36 months whichever is earlier.

Provided that the liability of the Company should not exceed the limits mentioned in Schedule of the policy.

**Special Condition:**

- The period of indemnity may be limited to the period during which the original Building remain uninhabitable as a result of occurrence of damage to the insured premise due to any fortuitous cause other than those specifically excluded. Maximum indemnity period not to exceed 36 Months.
- Certificate from the Local Municipal Authority or an Architect to the effect that the Building in question is uninhabitable will be accepted as adequate proof of the fact that the Building, in fact, has become uninhabitable.
- This Insurance cover should be granted against Fire, Riot, Strike, Malicious and Terrorist Damage and Earthquake (Fire & Shock). Cover against Riot, Strike, Malicious and Terrorist Damage should be granted only if it involves actual physical damage to the Building. The cover does not intend to pay, if for instance, the insured's entry is barred by strikers, demonstrators and similar occurrences.
- The cover may be limited to Buildings other than those of "Kutchha" construction.
- The area for alternative accommodation may be equivalent to the area presently occupied. However, no restriction will apply in respect of locality for

the alternative accommodation, so long as the alternative accommodation is taken in the similar locality within city limit.

- Cover may be permitted to the tenant as also to the Owner-Occupant. Further, in respect of the Owner-Occupant, the alternative accommodation may be limited to the area presently under his occupation.
- If the area of alternative accommodation taken by the insured is more than the area of the Building occupied by the insured, the additional rent borne by the insured for the purpose of this insurance shall be deemed to be that proportion of the additional rent actually borne by the insured as the area of the Building which was in the insured's occupation bears to the area of the alternative accommodation taken by the insured. The insured shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the Building is situated.

Special Condition: This add on cannot be clubbed with the add-on of 'loss of Rent'

## **2. Hotel stay**

This cover may be extended to cover the above subject to following:

Additional expenses of Hotel accommodation for an interim accommodation may be covered on the following basis:

1. The period of indemnity is limited to 15 days during which the original premises remain untenable as a result of occurrence of loss or damage to the insured premise due to any fortuitous cause other than those specifically excluded.
2. Recommendation of appointed Surveyor to the effect that premises in question are un-tenantable will be accepted as adequate proof of the fact that the premises, in fact, have become un tenantable.
3. This cover should be granted against Fire, Riot, Strike, Malicious, Terrorist Damage (if opted) and Earthquake (Fire & Shock), Storm, Flood, Inundation, Typhoon, Hurricane. Cover against Riot, Strike, Malicious and Terrorist Damage should be granted only if it involves actual physical damage to the building. The cover does not intend to pay, if for instance, the insured's entry is barred by strikers, demonstrators and similar occurrences.
4. The cover may be limited up to 0.05% of Building/Structure Eligible Sum Insured and maximum up to 15000/- per day.
5. Cover may be permitted to the tenant and also to the Owner-Occupant.

### 3. Loss of rent

In consideration of insured having paid extra premium it is hereby agreed and declared, subject to otherwise terms and conditions of the Policy, that this extension is to indemnify the insured against loss of actual monthly rent for the unoccupied period in consequence of its destruction or Damage by the any fortuitous cause other than those specifically excluded under this Policy due to which premises remain uninhabitable. This extension is available up to a maximum limit of period selected by insured in the schedule subject to a maximum period of 36 months.

Provided that the Company's liability shall not exceed 0.3% of Building/Structure sum insured subject to maximum of Rs. 30,000/- as specified in the Schedule to the policy.

However, the company's liability will be reduced if the sum total of actual monthly rent to the maximum reinstatement period chosen exceeds the sum insured declared. This extension shall not provide any indemnity in case the reinstatement of property is delayed or prevented by government regulations, unjustifiable delays & also due to insured's financial limitations.

This cover should be granted against Fire, Riot, Strike, Malicious, Terrorist Damage (if opted) and Earthquake (Fire & Shock), Storm, Flood, Inundation, Typhoon, Hurricane. Cover against Riot, Strike, Malicious and Terrorist Damage should be granted only if it involves actual physical damage to the building.

Special Condition: This add on cannot be clubbed with the add-on of 'Rent for alternative accommodation'.

### 4. Expenses of shifting to alternate accommodation:

#### Terms and Conditions

In consideration of insured having paid extra premium it is hereby agreed and declared, subject to otherwise terms and conditions of the policy, this insurance cover under the Policy is extended to indemnify the insured against reasonable expenses incurred by the insured to relocating to an alternative accommodation taken on rent by the insured due to the insured's dwelling or part thereof being rendered unfit for occupation because of loss or Damage by any fortuitous cause other than those specifically excluded.

This extension shall cover actual expenses incurred by the insured for packing, unpacking and transportation of the insured's possessions/dwelling contents, from the insured's dwelling or part thereof, to the dwelling to be occupied by the insured as alternative accommodation.

Provided that the Company's liability shall not exceed 0.5% of Building/Structure Sum Insured subject to maximum of Rs. 50,000/- as specified in Part I of the Schedule to the policy.

## **Exclusions**

The Company shall not be liable to make any payment under this Policy in connection with or in respect of any expenses whatsoever incurred by any insured in connection with or in respect of:

1. loss or Damage to the insured's contents while being packed, loaded, transported, unloaded and installed at the alternative accommodation;
2. any consequential losses.
3. any expenses incurred that are not supported by the bills/receipts/cash memos.

## **5. Emergency Purchases**

### **Terms and Conditions**

In consideration of insured having paid extra premium it is hereby agreed and declared, subject to otherwise terms and conditions of the Policy, that this cover is extended to indemnify the insured against expenses incurred by the insured towards emergency purchases of Food, Medicines, Clothes, Infants essential items up to Rs. 20000/- or the actual amount whichever is less because of loss or Damage to the insured's dwelling by any fortuitous cause other than those specifically excluded under the policy.

This cover should be granted against Fire, Riot, Strike, Malicious, Terrorist Damage (if opted) and Earthquake (Fire & Shock), Storm, Flood, Inundation, Typhoon, Hurricane. Cover against Riot, Strike, Malicious and Terrorist Damage and should be granted only if it involves actual physical damage to the building.

This extension is available up to a maximum period of 5 days.

## **6. Keys and locks replacement cover**

This extension includes the cost incurred by the Insured towards :-

1. replacing keys and locks or modifying the locking mechanism to any strong-room, safe or money receptacle in the event of such keys or locks having being lost or stolen
2. repairing any locking mechanism (mechanical or electrical) to any strong room, safe or money receptacle including any alarm devices relating or attached thereto following upon forcible entry; or any attempt thereat to such

strong room, safe or money receptacle

3. the re-coding of locking devices of any safe, strong room or receptacle following loss or damage as insured

Provided that :-

1. the Company indemnity shall be limited to the cost of replacing any such lock with one of similar quality to that being the subject of the claim up to maximum of Rs. 20,000/- or the actual whichever is less.
2. the Insured shall bear twenty percent (20%) of the cost of each and every claim as insured in terms of the provisions of this clause
3. the insurance in terms of the provisions of this clause shall relate to the premises occupied by the Insured only.
4. The cost covered under this insurance is limited to the cost paid by insured for replacing, repairing or re-coding, as the case may be.

## **7. Public liability cover**

### **Terms & Conditions**

This extension shall cover those sums that the insured becomes legally liable to pay, including litigation expenses (if incurred with the Company's prior written consent) and any amount in compensation, by virtue of the following items as specified occurring in and about the insured's dwelling:

1. Accidental death or bodily injury to any person other than the insured or the insured's resident employee/domestic staff. This benefit shall be limited to the Sum Insured for any one accident or series of accidents arising from any one event or cause, and for all accidents during the period of insurance, and,
2. Accidental damage to property of any person other than the insured or insured's resident employee/domestic staff. This benefit shall be limited to the Sum Insured for any one accident or series of accidents arising from any one event or cause, and for all accidents during the period of insurance,

Provided that the Company's liability shall not exceed the sum insured as specified in the policy Schedule.

## **8. Brokerage for Alternate accommodation**

In consideration of Insured having paid extra premium it is hereby agreed and declared, subject to otherwise terms and conditions of the Policy, this cover is extended to indemnify the Insured against the reasonable expenses incurred by

the Insured towards brokerage payment for obtaining alternative accommodation on rent due to the insured's dwelling or part thereof being rendered unfit for occupation because of loss or Damage by any fortuitous cause other than those specifically excluded under the policy. The brokerage paid by the insured should be duly supported by a valid receipt as an evidence of payment.

This extension shall cover actual expenses incurred by the Insured up to maximum of Rs. 50,000/- or one month rent of an alternate accommodation whichever is less

## **9. Pedal cycle**

### **Definition of Pedal Cycle:**

1. A vehicle consisting of a light frame mounted on two wire-spoked wheels one behind the other and having a seat, handlebars for steering, brakes, and two pedals or a small motor by which it is driven.
2. An exercise bicycle

**Sum insured** - Replacement cost up to the limit of the Sum Insured set against the item in the policy schedule

### **Scope**

The section covers loss or Damage to pedal cycle and the Insured's liability to third party

### **Section I - Loss or Damage**

Indemnify the Insured against loss or Damage to any pedal cycle caused

1. by accidental external means
2. by fire, external explosion or lightning or burglary, housebreaking, larceny or theft, accidental external means or by malicious act.

### **Section II - Liability to Third Party**

Indemnify the Insured against all sums including claimant's costs and expenses, which the insured shall become legally liable to pay in respect of:

1. Death of or bodily Injury to any person
2. Damage to property

## **Exclusion**

### **Section I**

Company shall not be liable to make any payment under the Section in respect of: -

1. Consequential loss, depreciation, wear and tear, mechanical breakdowns, failure or breakages nor for damage caused by overloading or strain nor for loss or damage to accessories by burglary, housebreaking, theft or larceny unless pedal cycle is stolen at the same time.
2. Loss of or Damage to tyres, unless the pedal cycle is stolen or damaged at the same time when the liability of the Company shall be limited to 50% of the cost of replacement.
3. This first Rupees Twenty-five of any amount payable in respect of a claim for loss or Damage by external means or by malicious act.

### **Section II**

Company shall not be liable to make any payment under this Section in respect of

1. Death, injury or Damage caused or arising beyond the limits of any carriageway or thorough fare in connection with
  - the bringing of the load to the pedal cycle for loading thereon
  - the taking away of the load from pedal cycle after unloading there from by any person other than the rider of the pedal cycle.
2. Death of or bodily injury to any member of the Insured's or the rider's household or to any person in the employment of the Insured or the rider arising out of and in the course of such employment.
3. Death of or bodily injury to any person riding or mounting on or dismounting from the Pedal Cycle.
4. Damage to property belonging to the Insured or the rider or held in trust by or in the custody or control of the Insured or the rider or a member of the Insured or rider's household on being conveyed by the pedal cycle.
5. Any liability assumed by the insured or the rider by agreement unless such liability would have attached to the Insured or the rider even in the absence of such agreement.

## **10. Repair and Maintenance Cover**

In consideration of additional premium, the policy is extended to cover for cost of technician visit as specified in the policy schedule/certificate of insurance for

damages to appliances mentioned in the policy schedule/certificate of insurance due to electrical damage / non-working of appliance including but not limited to preventive maintenance such that appliances covered hereunder continue to remain in good working condition subject to:

### **Exclusions:**

- i. Cost of spare part repaired or replaced, cost of gas top up or re-filling, or any other consumable used in the appliance.
- ii. Appliance transportation costs incurred to repair or replace
- iii. Appliance that are not used for domestic purposes or is at any commercial place like shops, office, hotels, restaurant and similar places.
- iv. Damages to any accessories of appliances. For Ex: Remote.
- v. Wear and Tear of appliances.
- vi. Cracking, scratching, denting chipping or breakage or any other aesthetic defects not affecting the operation or function of the appliance.

### **How to avail:**

In order to avail any of the above coverages, You or your authorized representative should contact the toll-free number as mentioned in your policy schedule and provide the details asked for providing the service.

### **Specific Conditions applicable to this add on cover:**

1. The inception and expiry of this add on cover will be as mentioned in policy schedule/certificate of insurance.
2. If the policy is cancelled, the coverage under this cover is automatically cancelled.
3. No refund of premium for partially utilized or unutilized services.
4. We shall be under no obligation to renew the cover on expiry of the period for which premium has been paid. We reserve the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk.

## **11. Portable electronic equipment cover:**

### **Definition :**

“Equipment like Laptop, Watches, Cameras, Binoculars, Lenses and photographic apparatus, musical equipment, Sports Gear and similar articles, computer

equipment, laptops, mobile phones, Tablet, projector and other specified equipment including those which are portable in nature”

### **Scope of cover:**

The Company hereby agrees with the insured (subject to the exclusions & conditions contained herein or endorsed hereon) that if at any time during the period of Insurance stated in the schedule or during any subsequent period for which the insured pays and the Company may accept the premium for the renewal of this Policy, the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or Damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or Damage as hereinafter provided by payment, replacement or repair (at their own option) upto an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

The liability of the Company for any one item of the Insured property shall not exceed in aggregate in any one period of Insurance the sum insured set against such items in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

The Policy will be applicable only for equipment up to 10 years old.

### **EXCLUSIONS**

The Company will not indemnify the Insured in respect of loss, damage or liability directly caused by or arising out of or aggravated by -

- a. War, Invasion, Act of foreign Enemy, Hostilities or War Like operations (whether war be declared or not), Civil War, Rebellion Revolution, Insurrection Mutiny, Civil Commotion, Confiscation, Commandeering a Group of Malicious persons or persons
- b. Any person / persons acting on behalf of or in connection with any political organisation, requisition or destruction or Damage by order of any government de-jure or de-facto or any public, municipal or local authority.
- c. Nuclear Reaction, Nuclear radiation or radioactive contamination.
- d. Willful act or willful negligence of the Insured or his representative.;
- e. Cessation of work whether total or partial.
- f. Derangement of the Insured property not accompanied by Damage otherwise covered by this policy.

- g. Loss of or Damage to the property covered under this Policy falling under the terms of the Maintenance Agreement.

In any action, suit or other proceedings where the company alleges that by reason of the provisions of (a) to (f) above any loss, destruction, Damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

- h. The Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items;
- i. loss or Damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the insured, or his representatives, whether such faults or defects were known to the Company or not;
- j. loss or Damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- k. any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items;
- l. any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- m. loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- n. loss of or Damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- o. consequential loss or liability of any kind or description;
- p. loss of or Damage to hard disk & read-write head whilst in transit except when caused by an insured Damage to the whole computer
- q. loss of or Damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
- r. Aesthetic defects, such as scratches on painted polished or enameled surfaces.
- s. In respect of the parts mentioned under p) and q) above the Company shall

- be liable to provide compensation in the event that such parts are affected by an indemnifiable loss or Damage to the insured items.
- t. any unexplained disappearance of the Insured item.
  - u. Loss or Damage whilst the item is being conveyed by any carrier under the contract of affreightment.
  - v. Damage whilst in custody of any person other than the Insured or Domestic Staff

## **TERRORISM DAMAGE EXCLUSION WARRANTY**

### **SUM INSURED –**

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties, if any and erection costs.

The Sum Insured of the equipment insured under this section shall include the value of 'System Software'.

### **BASIS OF INDEMNITY –**

- a. In cases where Damage to an insured item can be repaired, the Company will pay expenses necessarily incurred to restore the damaged equipment to its former state of serviceability plus the cost of dismantling incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop customs duties and dues if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the equipment insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

- b. In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss, including

costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the equipment destroyed, but the salvage will be taken into account.

Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this Insurance only if especially agreed to in writing.

In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

The cost of any alterations, improvements or overhaul shall not be recoverable under this policy. The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

- c. In cases where the Insured item is subjected to Total Loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model (similar type) of similar structure/ configuration (of similar quality) i.e. low, average or high capacity – will be reimbursed.

If the Sum Insured is less than the amount required to be insured as per Provision - 1 hereinabove, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of Total Loss where the Insured is unable to replace the damaged equipment for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'

## **SPECIAL CONDITIONS –**

It is a condition of this policy, that all portable equipment covered hereby -

- a. shall always be in the custody and control of the insured and his family members .
- b. shall never be left unattended in a motor vehicle (unless in a locked car), aircraft

or any other type of conveyance.

- c. shall be hand-bagged when traveling by aircraft, but if and when not allowed as hand-baggage, should be specifically declared to the airline as “valuable cargo”.

**Extension 1:** The Company shall cover Portable Equipment within India. However, by paying additional premium portable equipment coverage can be extended worldwide.

## **12. Agreed bank clause-**

It is hereby declared and agreed :-

1. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
2. That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the Policy.

3. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
4. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
5. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which

the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

6. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or Damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.