

## Gramin Samriddhi Bima - Micro Insurance

### Policy Wordings

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You chose this Gramin Samriddhi Bima 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 Gramin Samriddhi Bima 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:
  - a. Your personal details,
  - b. the Policy Period,
  - c. the description of Your Insured Property,

- d. the total Sum Insured, the Sum Insured for each cover or item covered, and any limits and sub-limits,
  - e. the insurance covers You have purchased,
  - f. the premium You have paid for these insurance covers,
  - g. add-on covers opted by You,
  - h. 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.

<i>Word /s</i>	<i>Specific meaning</i>
Accident	means sudden, unforeseen and involuntary event caused by external, visible and violent means.
Agricultural items	mean and include stock of farm produce (grain and / or seeds of all kinds) inherently non- combustible under storage (not in the open) and agricultural implements belonging to the Insured.
Agriculture Pump Set	means A pump set which is used purely for agricultural purposes and is driven by electricity or other fuel.
Building	means structure of the house (above plinth and foundation excluding land) which shall be of standard construction unless specifically mentioned. It shall also include connected utilities, sanitary fittings, fixtures and fittings therein belonging to the Insured or for which the Insured is accountable.
Bank	A bank or any financial institution
Burglary & Housebreaking	means theft involving entry into or exit from the Insured's premises by forcible and violent means or following assault or violence or threat thereof to the Insured or any of Insured's employees or a member of the Insured's family or any person residing lawfully in the Insured's premises.
Business or Business Purpose	means any full or part time, permanent or temporary, activity undertaken with a view to profit or gain.

Carpet Area	<ol style="list-style-type: none"> <li>1. 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>2. for any enclosed structure on the same site, it is the net usable floor area of such structure; and</li> <li>3. 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>
Cart	means a non-mechanised and animal driven cart as specified in the schedule.
Commencement Date	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
Contents	means articles (excluding money, jewellery and valuables), which are normally worn, used or carried about in everyday life. Contents include furniture, fixtures and fittings, clothing, household linen, crockery, electronic equipment, domestic appliances and other household goods and personal effects, including agricultural items, stock of food grains and for which Insured is accountable
Cost of Construction	<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</p>

	Commencement Date as declared by You and accepted by Us.
Declaration	means explicitly written or verbal statement/information provided by the Insured during the course of Insurance, which also forms the basis of this contract.
Endorsement	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.
Excess	means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every claim made under this Policy.
Family	means Insured, Spouse and first two dependent children.
Home Contents	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.

General Contents	General Contents 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.
Valuable Contents	Valuable Contents of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.
Injury	means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
Insured	The Person/s who has/have purchased Insurance Cover under this Policy.
Insured Property	Your Home Building and Home Contents, or any item of property covered by this Policy.
Kutcha Construction	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.
Market Value	means the value at which property insured could be replaced with one of the same kind, type, age and condition.
Policy	means the Proposal, or any declaration, the Schedule, the Policy document and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
Policy Period	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 Clause G (III) of this Policy, whichever is earlier.
Policy Schedule	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.
Premium	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.
Proposal Form	means the application form for Insurance Cover submitted to the Company along with all information and declarations which has enabled the Company in considering whether and on what terms to offer this insurance.
Property	means assets, machinery, equipment, furniture, fixtures and fittings, electrical installations and stock and stock-in-trade in the Insured's premises or as described in the Schedule to this Policy including items contained therein for which the Insured is accountable.
Pucca Construction	Construction other than Kutch Construction.
Spouse	Your wife or husband.
Sum Insured	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.
Television Apparatus	shall mean and include a Television Set, accessories including Set Top Box forming part of the set.

Theft	means a criminal act in which property is stolen or taken away by unlawful or felonious means with intent to deprive the Insured of his property.
Total Loss	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.
We, Us, Our, Insurer	Gramin Samriddhi Bima that has provided Insurance Cover under this Policy; of the Company.
You, Your, Insured	The Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/s.
Your Home Building	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

#### Section I: Standard Fire And Special Perils Insurance-Building, Contents And Agricultural Items

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.

	Column A	Column B
	We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover 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 <ul style="list-style-type: none"> <li>a. normal cracking, settlement or bedding down of new structures,</li> <li>b. the settlement or movement of made up ground,</li> <li>c. coastal or river erosion,</li> <li>d. defective design or workmanship or use of defective materials, or demolition, construction, structural alterations or repair of any property, or groundworks or excavations.</li> </ul>
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, walletc.)	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 <ul style="list-style-type: none"> <li>a. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful</li> </ul>

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		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 defects in the construction known to You.
14.	Theft within 7 (seven )days from the occurrence of and proximately caused by any of the above Insured Events.	if it is a. of any article or thing outside Your Home, or of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.

### 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,
    - i. reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or
    - ii. pay You the cost of replacing that item with a same or similar item, or
    - iii. 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.

Specific Exclusions applicable to Section I:

1. 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.
2. 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.
3. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
4. Loss or damage to any Insured Property removed from Your Home to any other place.
5. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

6. Any reduction in market value of any Insured Property after its repair or reinstatement.
7. 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.
8. Costs, fees, or expenses for preparing any claim.

## SECTION II. BURGLARY AND HOUSE BREAKING AND THEFT- CONTENTS, AND AGRICULTURAL ITEMS

This Section covers contents and agricultural items of the Insured stored in the building against loss or damage due to

- I. Any loss of or damage to property or any part thereof whilst contained in the Building described in the Schedule hereto due to burglary or house -breaking (following upon an actual forcible and violent entry of and/or exit from the building) or theft or hold-up;
- II. Damage caused to the building resulting from burglary and/or housebreaking or any attempt there at any time during the period of insurance. Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item or total Sum Insured stated in the Schedule.

## SPECIAL EXCLUSIONS APPLICABLE TO SECTION II

The Company shall not be liable in respect of -

- i) Gold or silver articles, watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, rare books, plans, medals, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheque, money, securities, stamps, collection of stamps, business books or papers, unless specifically insured.
- ii) Any loss or damage caused by Insured or Insured's family members or persons in his employment  
is not covered
- iii) Loss or damage which is recoverable under Fire or Plate Glass Insurance Policy or any other policy.
- iv) Loss or damage directly or indirectly, proximately or remotely occasioned by or which

- v) arises out of or in connection with riot and strike, civil commotion, terrorist activities, earthquake, flood, storm, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsions of nature or atmospheric disturbances.
- v) In any action, suit or other proceedings where the Company alleges that by reason of provisions hereof, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
- vi) Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss and any legal liability of whatsoever nature directly or indirectly, caused by or contributed to by, or arising from ionising radiation or contamination by radioactivity from any source whatsoever.
- vii) Loss of or damage to any property insured under this Policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.
- viii) Loss which is unexplained or mysterious nature or not substantiated.
- ix) Any shortage due to error or omission.

#### SPECIAL CONDITIONS APPLICABLE TO SECTION II

- i) Basis of Sum insured
  - a) Market Value Basis
- ii) Basis of Settlement:
  - a) Market Value
 

It is the actual cost of the property lost or damaged at the time of loss (excluding profit of any kind) taking into consideration the wear and tear and depreciation for usage.
  - b) First Loss Basis for Contents
 

It is hereby declared and agreed that this Section is issued as a 'First Loss Insurance' for 50% of Insured's total Contents (100%) as limit in the Schedule attached to and forming part of this Policy.

It is further declared and agreed that in the event of the total value of Contents at risk at the time of loss be greater by more than 15% of the total value declared for the purpose of this insurance and incorporated in the Schedule, the Insured shall be considered as being his own insurer for the difference and shall bear a ratable share of the loss accordingly.

Every item, if more than one, of the Policy, shall be separately subject to this Condition.

**SECTION III: ANIMAL DRIVEN CART****I. Loss or damage to the Cart –**

The Company will indemnify the Insured against loss or damage to the cart and/or its accessories whilst thereon subject to Sum Insured as specified in the Policy Schedule:

- a) By fire, external explosion, lightning or flood, typhoon, hurricane, volcanic
  - b) eruption or other convulsions of nature
  - c) By burglary and theft
  - d) By malicious act
  - e) Accidental external means
  - f) Whilst in transit by road, rail, inland waterway.
- Provided always that the Company shall not be liable under this Sub-section to make any payment in respect of
- a) Damage to hard or pneumatic rubber tyres fitted to the cart unless the cart is lost or damaged at the same time when the liability of the Company is limited to 50% towards the cost of replacement
  - b) Wear and tear, breakdown and/or consequential loss due to depreciation
  - c) Loss or damage to accessories by burglary or theft unless the cart is stolen at the same time
  - d) The first Rs. 1,000 in respect of each and every loss except total loss and Third-Party Liability

**II. Death of the animal/s**

The Company will indemnify the Insured Death of the animal/s used for pulling the cart for a Sum Insured as specified in the Policy Schedule, provided that the animal/s are specifically declared under the Policy and used only for pulling the cart. Such death arising out of and during the course of an accident to insured Cart is only covered.

The Policy does not cover any claim:

- a) For death sustained whilst the animal is being used for any purpose other than pulling cart on public road.
- b) Where the death of the said animal was solely due to pre-existence of any disease/injury, over strain and/or fatigue.

**III. Liability to Third Parties & Passengers –**

In the event of accident caused by or arising out of the use of the cart against all sums not exceeding up to Rs. 10,000/- in any one accident or for all accidents in a year, including claimants costs and expenses (incurred with written consent of the Company) which the Insured shall become legally liable to pay in respect of:

- a) Death of or bodily injury to any person other than a family member or a person in the service of or acting in any capacity either for the farmer or any of his sub-contractors and
- b) Damage to property other than property belonging to the farmer or carried by him

in his care or held in trust by or in the control of the farmer or his employees or sub-contractors.

In the event of the death of any person entitled to indemnity under this Policy, the Company will in respect of the liability incurred by such person indemnify his personal representatives in terms of and subject to the limitations of this Policy provided that such personal representatives shall as though they were the Insured observe, fulfil and be subject to the terms, exceptions and conditions of this Policy insofar as they apply.

The Company may at its own option (a) arrange for representation at any Inquest or Fatal Enquiry in respect of any death which may be the subject of indemnity under this Sub-section and (b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Sub-section.

#### SPECIAL EXCLUSIONS APPLICABLE TO SECTION III

The Company shall not be liable to make any payment in respect of -

- i) Depreciation, wear and tear or breakdown
- ii) Any accident, loss, damage or liability caused, sustained or incurred during the period of requisition or commandeering by the Government for any purpose.
- iii) Any accident or loss whilst the Insured or any person riding with the general knowledge and consent of the Insured is under the influence of intoxicating liquor or drugs.

#### SPECIAL CONDITIONS APPLICABLE TO SECTION III

- i) Basis of Sum insured
  - a) Market Value Basis
- ii) Basis of Settlement:
  - a) Market Value
    - It is the actual cost of the property lost or damaged at the time of loss (excluding profit of any kind) taking into consideration the wear and tear and depreciation for usage.

#### SECTION IV – PERSONAL ACCIDENT [ACCIDENTAL DEATH COVER FOR INSURED AND FAMILY]

This section covers Insured Persons against Accidental Death - if such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the death resulting solely and directly from accident caused by external, violent and visible means, pay to the Insured to the extent and

manner hereinafter set forth in respect of such Insured Persons specified in the Schedule hereto the Sum Insured stated in the Schedule hereto, applicable to such Insured Person/s.

#### SPECIAL EXCLUSIONS APPLICABLE TO SECTION IV

- i) Death resulting directly or indirectly caused by, contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.
- ii) Any pre-existing disability / accidental injury.
- iii) Accidental death due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
- iv) Accidental death caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
- v) Any claim in respect of accidental death of the Insured/Insured Person.
  - a) From intentional self-injury, suicide or attempted suicide
  - b) Whilst under the influence of liquor or drugs or other intoxicants
  - c) Whilst engaging in aviation or ballooning whilst mounting into, dismounting from or traveling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world
  - d) Directly or indirectly, caused by venereal disease, AIDS or insanity
  - e) Arising or resulting from the Insured committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanor or civil commotion
  - f) Whilst engaging in racing, hunting, mountaineering, ice hockey, winter sports or any adventure sports, whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports whether being trained or under supervision of trained professionals or accompanied by skilled professionals.
- vi) Death due to accidental injury arising out of or directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainments of all Kings, Princes and people of whatsoever nation, condition or quality.
- vii) Death due to accidental injury, directly or indirectly, caused by or contributed to by or arising from
  - a) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall include any self-sustaining process of nuclear fission;
  - b) Nuclear weapons material.

- viii) Insured/Insured Person whilst flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled airline or air charter company.
- ix) Any accident to an Insured/Insured Person which arises in the course of his/her occupation if his/her occupation falls within the following categories or involves the following activities: Air crew, ship crew, professional sportsman, diving, oil-rig platform and/or off-shore work, fire-fighting, police, naval, military air force service or operations and any hazardous occupation.

## SECTION V – TELEVISION AND SET TOP BOX

This section covers

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

The liability of the Company in respect of such loss or damage in any one period of insurance shall be limited to the Sum Insured specified in the Schedule hereto.

- II. Legal liability

To pay compensation and litigation expenses incurred by the Insured with the Company's written consent in respect of Accidental Death of or bodily injury to any person other than a member of the Insured's family or a person in the Insured's service and or accidental damage to property not belonging to or in the custody or control of the Insured or any member of the Insured's family or person in the Insured's service arising out of accident happening through or in connection with the television set due to breakdown or defect in the Television Apparatus and the liability of the Company in respect of such compensation and litigation in any one period of insurance is limited to Rs.25,000/- only.

## SPECIAL EXCLUSIONS APPLICABLE TO SECTION V

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

- i) Losses falling under the deductible limit of 5% of the Sum Insured subject to minimum of Rs. 2500/-
- ii) Caused by or arising out of or traceable to erection, repairing or dismantling of the

- Television Apparatus,
- iii) For which the manufacturer or supplier of the Television Apparatus is responsible,
- iv) Liability assumed by the Insured by agreement unless such liability could have attached to the Insured notwithstanding such agreement

#### SPECIAL CONDITIONS APPLICABLE TO SECTION V

- i) Basis of Sum insured
  - a) Market Value Basis
- ii) Basis of Settlement:
  - a) Market Value

It is the actual cost of the property lost or damaged at the time of loss (excluding profit of any kind) taking into consideration the wear and tear and depreciation for usage.

#### SECTION VI - AGRICULTURAL TRACTORS/POWER TILLERS/HARVESTERS

This Section covers agricultural tractors (including trailers) of the Insured

- a. Used only for agricultural purposes and
- b. Within the geographical area specified in the Schedule hereto

#### SECTION 6A - LOSS OF OR DAMAGE TO THE VEHICLE INSURED

- I. The Company will indemnify the insured against loss or damage to the vehicle insured hereunder and/or its accessories whilst thereon:
  - a) by fire explosion self-ignition or lightning;
  - b) by burglary housebreaking or theft;
  - c) by riot and strike;
  - d) by earthquake (fire and shock damage);
  - e) by flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost;
  - f) by accidental external means;
  - g) by malicious act;
  - h) by terrorist activity;
  - i) whilst in transit by road rail inland waterway lift elevator or air;
  - j) by landslide rockslide.

Subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced:

- |   |       |
|---|-------|
| a) For all rubber/nylon/plastic parts, tyres, tubes, batteries and air bags - 50% |       |
| b) For fiber glass components   | - 30% |
| c) For all parts made of glass  | - Nil |

- d) Rate of depreciation for all other parts including wooden parts will be as per the following schedule:

AGE OF VEHICLE	% OF DEPRECIATION
Not exceeding 6 months	Nil
Exceeding 6 months but not exceeding 1 year	5%
Exceeding 1 year but not exceeding 2 years	10%
Exceeding 2 years but not exceeding 3 years	15%
Exceeding 3 years but not exceeding 4 years	25%
Exceeding 4 years but not exceeding 5 years	35%
Exceeding 5 years but not exceeding 10 years	40%
Exceeding 10 years	50%

- e) Rate of Depreciation for Painting: In the case of painting, the depreciation rate of 50% shall be applied only on the material cost of total painting charges. In case of a consolidated bill for painting charges, the material component shall be considered as 25% of total painting charges for the purpose of applying the depreciation.

The Company shall not be liable to make any payment in respect of

- a) Consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages nor for damage caused by overloading or strain of the insured vehicle nor for loss of or damage to accessories by burglary, housebreaking or theft unless such insured vehicle is stolen at the same time.
- b) damage to Tyres and Tubes unless the vehicle insured is damaged at the same time in which case the liability of the company shall be limited to 50% of the cost of replacement.
- c) any accidental loss or damage suffered whilst the insured or any person driving with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.

In the event of the vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and re-delivery to the insured but not exceeding Rs. 750/- for three wheeled vehicles, Rs. 1,500/- for taxis and Rs.2,500/- for other commercial vehicles in respect of any one accident.

The insured may authorise the repair of the vehicle necessitated by loss or damage for which

the company may be liable under this Policy provided that: -

- a) the estimated cost of such repair including replacements, if any, does not exceed Rs.500/-
- b) the Company is furnished forthwith with a detailed estimate of the cost of repairs; and
- c) the insured shall give the Company every assistance to see that such repair is necessary, and the charges are reasonable.

#### **SUM INSURED – INSURED'S DECLARED VALUE (IDV)**

The Insured's Declared Value (IDV) of the vehicle will be deemed to be the 'SUM INSURED' for the purpose of

this policy which is fixed at the commencement of each policy period for the insured vehicle.

The IDV of the vehicle (and accessories if any fitted to the vehicle) is to be fixed on the basis of the manufacturer's listed selling price of the brand and model as the insured vehicle at the commencement of insurance/renewal and adjusted for depreciation (as per schedule below).

The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss/Constructive Total Loss (TL/CTL) claims only.

**The Schedule Of Depreciation For Fixing IDV Of The Vehicle**

AGE OF THE VEHICLE	% OF DEPRECIATION FOR FIXING IDV
Not exceeding 6 months	5%
Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

IDV of vehicles beyond 5 years of age and of obsolete models of the vehicles ( i.e. models which the manufacturers have discontinued to manufacture) is to be determined on the basis of an understanding between the insurer and the insured.

IDV will be treated as the 'Market Value' throughout the policy period without any further depreciation for the purpose of Total Loss (TL) / Constructive Total Loss (CTL) claims

The insured vehicle will be treated as a CTL if the aggregate cost of retrieval and / or repair of the

vehicle, subject to terms and conditions of the policy, exceeds 75% of the IDV of the vehicle.

#### SECTION 6 B LIABILITY TO THIRD PARTIES

1. Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the vehicle against all sums including claimant's cost and expenses which the insured shall become legally liable to pay in respect of
  - i. death of or bodily injury to any person caused by or arising out of the use (including the loading and/or unloading) of the vehicle.
  - ii. damage to property caused by the use (including the loading and/or unloading) of the vehicle.

#### PROVIDED ALWAYS THAT:

- a) The Company shall not be liable in respect of death, injury damage caused or arising beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to the insured vehicle for loading thereon or the taking away of the load from the insured vehicle after unloading there from.
- b) Except so far as is necessary to meet the requirement of the Motor Vehicle Act the Company shall not be liable in respect of death or bodily injury to any person in the employment of the insured arising out of and in the course of such employment.
- c) Except so far as is necessary to meet the requirements of the Motor Vehicle Act in relation to the liability under the Workmen's Compensation Act 1923 the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon entering or mounting or alighting from the insured vehicle at the time of occurrence of the event out of which any claim arises.
- d) The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody of the insured or a member of the insured's household or being conveyed by the insured vehicle.
- e) The Company shall not be liable in respect of damage to any bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.
- f) Except so far as is necessary to meet the requirements of the Motor Vehicles Act the Company shall not be liable in respect of death and/or bodily injury to any person(s) who is/are not employee(s) of the insured and not being carried for hire or reward, other than owner of the goods or representative of the owner of goods being carried in or upon or entering or mounting or alighting from the insured vehicle described in the Schedule of this Policy.

2. The Company will pay all costs and expenses incurred with its written consent.
3. In terms of and subject to the limitations of the indemnity granted by this section to the insured the Company will indemnify any driver who is driving the insured vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were the insured observe fulfil and be subject to the terms exceptions and conditions of this policy in so far as they apply.
4. The Company may at its own option
  - a. arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this section; and
  - b. undertake the defence of proceedings in any court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this section.
5. In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative(s) in terms of and subject to the limitations of this policy provided that such personal representative(s) shall as though they were the insured observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they apply.

#### SECTION 6 C - TOWING DISABLED VEHICLES

The policy shall be operative whilst the insured vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and the indemnity provided by Section 6 B of this policy shall subject to its terms and limitation be extended to apply in respect of liability in connection with such towed vehicle;

Provided always that

- a) such towed vehicle is not towed for reward
- b) the Company shall not be liable by reason of this section of this policy in respect of damage to such towed vehicle or property being conveyed thereby.

#### SECTION 6D – PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

Subject otherwise to the terms exceptions conditions and limitations of this policy, the Company undertakes to pay compensation as per the following scale for bodily injury/ death sustained by the owner-driver of the vehicle in direct connection with the vehicle insured or whilst mounting into/dismounting from or traveling in the insured vehicle as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

Nature of injury	Scale of compensation
(i) Death	100%
(ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye.	100%
(iii) Loss of one limb or sight of one eye	50%
(iv) Permanent total disablement from injuries other than named above.	100%

Provided always that

1. the compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner- driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs. 15 lakh during any one period of insurance.
2. no compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self-injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
3. Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

This cover is subject to

- a. the owner-driver is the registered owner of the vehicle insured herein;
- b. the owner-driver is the insured named in this policy.
- c. the owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident

**AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY**

Nothing in this policy or any endorsement hereon shall affect the right of any person indemnified by this policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act, 1988.

But the insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provision.

**SPECIFIC EXCLUSIONS APPLICABLE TO SECTION VI**

The Company shall not be liable under this policy in respect of

- i) any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area;
- ii) any claim arising out of any contractual liability;
- iii) any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is
  - a. being used otherwise than in accordance with the 'Limitations as to Use' or
  - b. being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
- iv) any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
- v) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self sustaining process of nuclear fission.
- vi) any accidental loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- vii) any accidental loss damage/liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), civil war, mutiny, rebellion, military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.

## DEDUCTIBLE

The Company shall not be liable for each and every claim under Section -I (loss of or damage to the vehicle insured) of this Policy in respect of the deductible stated in the schedule.

## CONDITIONS

This policy and the schedule 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 the schedule shall bear the same meaning wherever it may appear.

- 1) Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage and in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution Inquest or Fatal Inquiry in respect of any occurrence which may give rise to a claim under this policy. In case of theft or criminal act which may be the subject of a claim under this policy the insured shall give immediate notice to the police and co-operate with the company in securing the conviction of the offender.
- 2) No admission offer promise payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.
- 3) At any time after the happening of any event giving rise to a claim under Section 6 B of this Policy the Company may pay to the insured the full amount of the Company's liability under the Section and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct; nor shall the Company be liable for any costs or expenses whatsoever incurred by the insured or any claimant or other person after the Company shall have relinquished such conduct
- 4) The Company may at its own option repair reinstate or replace the vehicle insured or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:

- a) for total loss / constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
- b) for partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.
- 5) The Insured shall take all reasonable steps to safeguard the vehicle insured from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle insured or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle insured shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle insured be driven before the necessary repairs are effected, any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.
- 6) The Company may cancel the policy by sending seven days' notice by recorded delivery to the insured at insured's last known address and in such event will return to the insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the policy may be cancelled at any time by the insured on seven days' notice by recorded delivery and provided no claim has arisen during the currency of the policy, the insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force. Return of the premium by the company will be subject to retention of the minimum premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons). Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.
- 7) If at the time of occurrence of an event that gives rise to any claim under this policy, there is in existence any other insurance covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation cost or expense.

- 8) The due observance and fulfillment of the terms conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be condition precedent to any liability of the Company to make any payment under this policy.
- 9) In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

Where such legal heir(s) desire(s) to apply for a transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:-

- a. Death certificate in respect of the insured
- b. Proof of title to the vehicle
- c. Original Policy

#### RULES APPLICABLE TO TANKERS CARRYING HAZARDOUS CHEMICALS

Rule 129- A- Spark arrester six month from the date of commencement of Central Motor Vehicles (Amendment) Rules 1993, every goods carriage carrying goods of dangerous or hazardous nature to human life, shall be fitted with a spark arrester.

Rule 131-Responsibility of the consignor for safe transport of dangerous or hazardous goods.

- (1) It shall be responsibility of the consignor intending to transport any dangerous or hazardous goods listed in Table II, to ensure the following, namely :-
  - a) the goods carriage has a valid registration to carry the said goods;

- b)the vehicle is equipped with necessary first-aid, safety equipment and antidotes as may be necessary to contain any accident;
  - c)that transporter or the owner of the goods carriage has full and adequate information about the dangerous or hazardous goods being transported; and
  - d)that the driver of the goods carriage is trained in handling the dangers posed during transport of such goods.
- (2) Every consignor shall supply to the owner of the goods carriage, full and adequate information about the dangerous or hazardous goods being transported as to enable owner and its driver to
    - (a) Comply with the requirements of rules 129 to 137 (both inclusive) of these rules and
    - (b) be aware of the risks created by such goods to health or safety or any person;
  - (3) It shall be the duty of the consignor to ensure that the information is accurate and sufficient for the purpose of complying with the provisions of rules 129 to 137 (both inclusive ) of these rules.

#### Rule 132- Responsibility of the Transporter or owner of goods carriage.

- 1) It shall be the responsibility of the owner of the goods carriage transporting any dangerous or hazardous goods ensure the following, namely:-
  - a) that the goods carriage has a valid registration to carry the said goods and the said carriage is safe for the transport of the said goods and
  - b) the vehicle is equipped with necessary first-aid, safety equipment, tool box and antidotes as may be necessary to contain any accident.
- 2) Every owner of a goods carriage shall, before undertaking the transportation of dangerous or hazardous goods in his goods carriage, satisfy himself that the information given by the consignor is full and accurate in all respects and correspond to the classification of such goods specified in rule 137.
- 3) The owner of goods carriage shall ensure that the driver of such carriage is given all the relevant information in writing as given in goods entrusted to him for transport and satisfy himself that such driver has sufficient understanding of the nature of such goods and the nature of the risks involved in the transport of such goods and is capable of taking appropriate action in case of an emergency.
- 4) The owner of the goods carriage dangerous or hazardous goods and the consignor of such goods shall lay down the route for each trip which the driver shall be bound to take unless directed or permitted otherwise by the Police Authorities. They shall also fix a time table for each trip to the destination and back with reference to the route so laid down.
- 5) it shall be the duty of the owner to ensure that the driver of the goods carriage carrying dangerous or hazardous goods holds a driving license as per provisions of rule 9 of these rules.
- 6) Notwithstanding anything contained in rules 131 and 132, it shall be sufficient compliance of the

provisions of these rules if the consignor transporting dangerous or hazardous goods and the owner of the goods

carriage or the transporter abide by these conditions within six month after the date of coming into force of the Central Motor Vehicles (Amendment) Rules, 1993.

#### Rule 133- Responsibility of the driver

- 1) The driver of a goods carriage transporting dangerous or hazardous goods shall ensure that the information given to him in writing under sub-rule(3) of rule 132 is kept in the driver's cabin and is available at all times while the dangerous or hazardous goods to which it relates, are being transported.
- 2) Every driver of a goods carriage transporting any dangerous or hazardous goods shall observe at all times all the directions necessary for preventing fire, explosion or escape of dangerous or hazardous goods carried by him while the goods carriage is in motion and when it is not being driven he shall ensure that the goods carriage is parked in a place which is safe from fire, explosion and any other risk, and at all times the vehicle remains under the control and supervision of the driver or some other competent person above the age of 18 years.

#### Sub-rule(1) of rule 9 of the principal rules :

- 1) One year from the date of commencement of Central Motor Vehicles (Amendment) Rules, 1993 any person driving a goods carriage carrying goods of dangerous or hazardous nature to human life shall, in addition to being the holder of a driving license to drive a transport vehicle also have the ability to read and write at least one Indian Language out of those specified in the VII schedule of the Constitution and English and also possess a certificate of having successfully passed a course consisting of following syllabus and periodicity connected with the transport of such goods.

Period of training                    3 days

Place of training                    At any institute recognized by the State Syllabus

#### A) Defensive driving

Questionnaire                      Duration of training for

Cause of accidents                 A & B - 1st and

2nd day. Accidents statistics

Driver's personal fitness

SBI General Insurance Company Limited | Corporate & Registered Office: Fulcrum Building, 9th Floor, A & B Wing, Sahar Road, Andheri (East), Mumbai 400 099 | CIN: U66000MH2009PLC190546 | Toll free: 18001021111 | [customer.care@sbigeneral.in](mailto:customer.care@sbigeneral.in) | [www.sbigeneral.in](http://www.sbigeneral.in) | For more details on the risk factor, terms, and conditions, please refer to the Sales Brochure and Policy Wordings carefully before concluding a sale | SBI Logo displayed belongs to State Bank of India and used by SBI General Insurance Company Limited under license | IRDAI Reg No: 144 | UIN: IRDAN144RP0001V02202021

Car condition Breaking distance Highway driving

Road/Pedestrian crossing Railway crossing Adapting to weather Head on collision

Rear end collision Night driving

Films and discussion

**B) Advanced driving skills and training**

(i) Discussion

Before starting	-check list -outside/below/near vehicle -product side -inside vehicle
During driving	-correct speed/gear -signaling -lane control -overtaking/giving side -speed limit/safe distance -driving on slopes
Before Stopping	-safe stopping place, -signaling, road width, -condition.
After stopping	-preventing vehicle movement -wheel locks -Vehicle attendance

Night driving

ii) Field test/training -1 driver at a time.

**c) Product safety**

UN panel	-UN classification Duration of training -Hazchem code for C)-3rd day -Toxicity, Flammability, other definitions.
Product Information	-TREMCARDS -CISMSDS -importance of temperature pressure, level. -Explosive limits -Knowledge about equipment
Emergency procedure	-Communication -Spillage handling -Use of FEE -Fire fighting -First aid -Toxic release control -protection of wells, rivers, lakes, etc. - Use of protective equipment -knowledge about valves etc.

## SECTION VII: AGRICULTURAL PUMP SET

This section covers:

Loss or damage occasioned to Agricultural Pump Set(whether electrical or diesel) and the associated pipelines

excluding underground pipeline subject to a limit of Rs.25,000/- if caused by:

- a. Fire and /or lightning

- b. Mechanical/Electrical Breakdown.
- c. Riot, Strike, Malicious damage.
- d. Earthquake
- e. Storm, Typhoon, Hurricane , Flood, Inundation

If the Company accepts a claim then it will, subject to the Sum Insured, also pay the reasonable cost incurred by the Insured for dismantling and erecting the Pump Set including the cost of transportation to the closest repairer, wherever applicable

#### SPECIAL EXCLUSIONS APPLICABLE TO SECTION VII

Unless specifically stated to be covered, the Company has no liability and will not make any payment under this Policy for any claim caused by or arising from any of the following –

- i) loss or damage for which the manufacturer or supplier of the Pump Set is responsible;
- ii) loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- iii) any maintenance costs for the Pump Set or any replacement parts which are consumable in nature;
- iv) The cost of rectifying functional failures unless due to an insured event covered under this Policy.
- v) The Insured's:
  - a. consequential losses of any kind (including but not limited to loss of profit, loss of opportunity, loss of gain, business interruption, market loss, loss of a pure financial nature, loss of goodwill);
  - b. legal liability;
  - c. any liability which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
- vi) Any fault or defect existing at the commencement date of this insurance. Any circumstance, fact or matter of which the Insured was or ought reasonably to have been aware of, prior to the commencement of the Policy Period;
- vii) Liability more specifically insured elsewhere;
- viii) Any claim in which the Insured, his servants, family, household or persons engaged in or upon the service of the Insured are involved or are alleged to be involved;
- ix) Loss or damage caused by terrorism
- x) Any loss to attached pipeline due to insured's cart or miscellaneous vehicle driven on pipeline.

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**Special Conditions:**

1. In event of claim, the Insured shall preserve the damaged or defective parts and make the same available for inspection by the Company or its representatives.
2. In calculating a claim payment, for repair claim maximum rewinding charges payable would be 15% of Sum Insured or actuals whichever is lower subject to deduction of salvage value of burnt copper and applicable excess.

Deductible: 5%of Sum Insured subject to minimum of Rs.2500/-

**SPECIAL CONDITIONS APPLICABLE TO SECTION VII**

- i) Basis of Sum insured
  - a) Market Value Basis
- ii) Basis of Settlement:
  - a) Market Value

It is the actual cost of the property lost or damaged at the time of loss (excluding profit of any kind) taking into consideration the wear and tear and depreciation for usage.

**SECTION VIII: PEDAL CYCLE**

This section covers:

- i) the loss of or damage to a Pedal Cycle subject to limit of Rs.5,000/- belonging to the Insured or any member of the Insured's Family caused by Accident, theft or the malicious act of a third party, and
- ii) any sum that the Insured is held liable to pay as Damages to a third party (excluding any members of the Insured's Family, household or persons engaged in or upon the service of the Insured) for Accidental Bodily Injury, death or property damage sustained during the Policy Period and arising out of or in connection with the use of the Pedal Cycle subject to limit of Rs.10,000/-

**SPECIFIC EXCLUSIONS APPLICABLE TO SECTION VIII**

The Company has no liability for and will not make any payment under this Cover for loss or damage:

- i) caused or liability sustained by, through or in connection with the Pedal Cycle whilst being used for hire or reward, or for racing or pace making, or outside India;
- ii) caused or liability sustained by mechanical breakdown or overloading or strain;
- iii) to accessories by theft unless the Pedal Cycle itself is stolen at the sametime;

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- iv) caused by or arising from any failure to secure the Pedal Cycle when left unattended

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

**Clause G. Conditions**

Conditions Applicable to all sections except Section I:

1. Observance of terms and conditions: The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured / Insured Person, shall be a condition precedent to any liability of the Company to make any payment under this Policy.
2. No Constructive Notice: Any knowledge or information of any circumstances or condition in connection with the Insured / Insured Person, in possession of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the company notwithstanding subsequent acceptance of the premium.
3. Electronic Transaction: The Insured /Insured Person agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions

including the internet, world wide web, Electronic data interchange, call centres, teleservice operations ( whether voice, video, data or combination thereof)or by means of electronic, computer, automated machines network or through other means of telecommunication established by or on behalf of the Company for and in respect of the Policy or its terms or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. However, the terms of this condition shall not override provisions of any law(s) or statutory regulations including provisions of IRDA regulations for protection of policyholder's interests,2017

4. **Observance of conditions:** The due observance and fulfillment of the terms, conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answer in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
5. **Reasonable Care:** The Insured/Insured Person shall take all reasonable steps to safeguard the interests of the Insured / Insured Person against accidental loss or damage that may give rise to a claim. The Insured shall comply with all statutory and other regulations. The Insured shall observe all manufacturers' instructions concerning. The inspection of machinery, plant, equipment and apparatus, The safety of persons or property.
6. **Material Change:** The Insured shall immediately notify the Company by fax or in writing of any material change in the risk or change in business or occupation and cause at his own expense such additional precaution to be taken as circumstances may require to ensure safety thereby containing the circumstances that may give rise to a claim and the Company may adjust the scope of the cover and/or the premium, if necessary, accordingly. All cover under this Policy shall cease if any alteration be made whereby the risk of damage or injury is increased unless such alteration be agreed to by the Company inwriting.
7. **Notice of Charge:** The Company shall not be bound to take notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy; but the payment by the Company to the Insured or his legal representatives of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company. Also the receipt of the Insured or his legal representatives shall in all cases be a full, valid and effectual discharge to the Company.
8. **Special Provisions:** Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

9. Overriding effect: The terms and conditions contained herein and in the Schedule hereto shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein.
10. Withdrawal of Product: There is a possibility of withdrawal of this cover at any time in future, with appropriate approval from IRDA, as We reserve Our right to do so with an intimation of 3 months to all the existing insured members. In such an event of withdrawal of this cover, at the time of Your seeking renewal of this cover, You can choose, among Our available similar and closely similar products. Upon Your so choosing Our new product, You will be charged the Premium as per Our Underwriting Policy for such chosen new product, as approved by IRDA. Provided however, if You do not respond to Our intimation regarding the withdrawal of the cover/ product under which this Policy is issued, then this cover shall be withdrawn and shall not be available to You for renewal on the renewal date and accordingly upon Your seeking renewal of this Policy, You shall have to take a Policy under available new products of Us subject to Your paying the Premium as per Our Underwriting Policy for such available new product chosen by You.
11. Revision / Modification of the Policy There is a possibility of revision/ modification of terms, conditions, coverages and/or premiums of this product at any time in future, with appropriate approval from IRDA. In such an event of revision/modification of the product, intimation shall be set out to all the existing insured members at least 3 months prior to the date of such revision/modification comes into the effect.
12. Condition of Average :If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition. Does not apply to Section IV.
13. immediately on receipt by the Insured. Notices shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending Prosecution, Inquest Prosecution, Inquest Fatal injury in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act, which may be, the subject of a claim under this Policy the Insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender. No admission offer promise or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured/Insured Person for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
14. Duty of the Insured on occurrence of loss: On the occurrence of loss within the scope of cover under this Policy, the Insured / Insured Person shall:

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- a) Give written notice with full particulars to the Company immediately. In case of death, written notice of the death must, unless reasonable cause is shown, be so given before interment / cremation, and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limb(s), written notice thereof must be given within one calendar month after such loss of sight or amputation.
- b) Proof satisfactory to the Company shall be furnished on all matters upon which a claim is based.
- c) In the event of death, to make a post-mortem examination of the body of the Insured/Insured Person. Such evidence as the Company may from time to time require shall be furnished within the space of fourteen days after demand in writing.
- d) In the event of a claim in respect of loss of sight the Insured Person shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem desirable.
- e) Any Medical or other agent of the Company shall be allowed to examine the Insured Person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company
- f) Allow the Medical Practitioner or other agent of the Company to inspect the medical and hospitalisation records and to examine the Insured/Insured Person.
- g) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties.

In case the Insured /Insured Person does not comply with the provisions of this clause or other obligations cast upon the Insured / Insured Person under this policy or in any of the Policy documents, all benefit under the Policy shall be forfeited, at the option of the Company.

15. The documents required to be submitted in the event of a claim are :

- i. Duly completed Claim form
- ii. Fire Brigade Report ( in case of loss or damage by Fire)
- iii. First Information report & Non-traceable certificate ( incase of theft and burglary)
- iv. Meteorological report ( incase of loss or damage by Flood, Storm etc)
- v. Estimate for repairs/replacement
- vi. Invoice/ Bills/Receipts
- vii. F.R. where ever applicable.
- viii. Any other documents as required by the

Note: The above mentioned are only the Indicative

documents

Depreciation chart for Contents and Sections 3, 5 and 7

Age of the equipment/ Item	Depreciation Percentage
Up to 6 Months	5%
Up to 1 Year	10%
Up to 2 Years	15%
Up to 3 Years	20%
Up to 4 Years	25%
Up to 5 Years	30%
Up to 8 Years	35%
Above 8 Years	50%

Conditions Applicable to All Sections:

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.

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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 misrepresentation, 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.

### III. Cancellation and Termination of Policy

1. Cancellation by You at any Time
  - a. You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.
  - b. If You cancel the policy, We will refund premium as follows:

Time for which Policy in force	Refund of premium
Up to one month	75% of annual rate
Up to three months	50% of annual rate
Up to six months	25% of annual rate
Exceeding six months	NIL

- Above table will be followed for the Annual policies.
  - For Policy tenure more than one year, premium refund shall be proportionate for the un-expired policy years after grossing up the premium paid by you towards long term discount if any.
2. Cancellation by Us:
    - a. We will not cancel the Policy during the policy period except on the grounds of mis representation, non-disclosure of material facts, fraud, or non-cooperation on Your part.
    - b. In case of Total Loss of Your Home Building in a long term policy where You have decided not to reinstate Your Home Building in favour of a cash settlement of Your claim, We will cancel the policy for the remaining duration of the policy period. In such a case We shall refund the proportionate premium for the un-expired policy years after grossing up the premium paid by You towards long term discount, if any.

### 3. 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.

#### IV. 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 .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 Section I of this 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.sbigeneral.in](http://www.sbigeneral.in)

## 3. Applicable law and jurisdiction

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

### Clause K. Grievance Redressal Mechanism

If you may have a grievance that requires to be redressed, you may contact the us with the details of the grievance through

#### **Stage 1**

If you are dissatisfied with the resolution provided or for lack of response, you may write to [head.customer care@sbigeneral.in](mailto:head.customer care@sbigeneral.in); We will look into the matter and decide the same expeditiously within 14 days from the date of receipt of your complaint.

For Senior Citizens: Senior Citizens can reach us at [seniorcitizengrievances@sbigeneral.in](mailto:seniorcitizengrievances@sbigeneral.in);

Toll Free - 1800 22 1111 / 1800 102 1111 Monday to Saturday (8 am - 8 pm)

#### **Stage 2**

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may send your Appeal addressed to the Grievance Redressal Officer at: [gro@sbigeneral.in](mailto:gro@sbigeneral.in). or contact at: 022-42412070.

Address: Grievance Redressal Officer, 9th Floor, A & B Wing, Fulcrum Building, Sahar Road, Andheri (East), Mumbai 400 099

List of Grievance Redressal Officers at Branch:

[https://content.sbigeneral.in/uploads/0449cac1bcd144bbb160\\_d3f6b714fbdb.pdf/](https://content.sbigeneral.in/uploads/0449cac1bcd144bbb160_d3f6b714fbdb.pdf/)

#### **Stage 3**

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may Register your complaint with IRDAI on the below given link <https://bimabharosa.irdai.gov.in/Home/Home>

#### **Stage 4**

If your grievance remains unresolved from the date of filing your first complaint or is partially resolved, you may approach the Insurance Ombudsman falling in your jurisdiction for Redressal of your Grievance.

The details of the Insurance Ombudsman can be accessed at <https://www.cioins.co.in/Ombudsman>

If Your issue remains unresolved You may approach IRDAI by calling on the Toll-Free no. 155255 or You can register an online complaint on the website <http://igms.irda.gov.in>

#### **Clause L. Informationabout Us**

Graim Samriddhi Bima Address: Registered and Corporate Office: "Natraj" 301, Junction of Western Express Highway & Andheri Kurla – Road, Andheri (East), Mumbai – 400 069

Web: [www.sbigeneral.in](http://www.sbigeneral.in)

E-mail: [customer.care@sbigeneral.in](mailto:customer.care@sbigeneral.in)

Customer Service: 1800-22-1111

The contact details of the Insurance Ombudsman offices are as below-

#### **LIST OF OMBUDSMEN OFFICES**

Office of Insurance the Ombudsman	Areas of Jurisdiction
AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.

<p>BENGALURU - Smt. Neerja Shah          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.          Tel.: 080 - 26652048 / 26652049          Email: bimalokpal.bengaluru@ecoi.co.in</p>	<p>Karnataka.</p>
<p>BHOPAL - Shri Guru Saran Shrivastava          Office of the Insurance Ombudsman,          JanakVihar Complex, 2nd Floor,          6, Malviya Nagar, Opp. Airtel Office,          Near New Market,          Bhopal – 462 003.          Tel.: 0755 - 2769201 / 2769202          Fax: 0755 - 2769203          Email: bimalokpal.bhopal@ecoi.co.in</p>	<p>Madhya Pradesh, Chhattisgarh.</p>
<p>BHUBANESHWAR - Shri Suresh Chnandra Panda          Office of the Insurance Ombudsman,          62, Forest park,          Bhubneshwar – 751 009.          Tel.: 0674 - 2596461 /2596455          Fax: 0674 - 2596429          Email: bimalokpal.bhubaneswar@ecoi.co.in</p>	<p>Orissa.</p>
<p>CHANDIGARH - Dr. Dinesh Kumar Verma          Office of the Insurance Ombudsman,          S.C.O. No. 101, 102 &amp; 103, 2nd Floor,          Batra Building, Sector 17 – D,          Chandigarh – 160 017.          Tel.: 0172 - 2706196 / 2706468          Fax: 0172 - 2708274          Email: bimalokpal.chandigarh@ecoi.co.in</p>	<p>Punjab,Haryana,          Himachal Pradesh,          Jammu &amp; Kashmir,          Chandigarh.</p>
<p>CHEENNAI - Shri M. Vasantha Krishna          Office of the Insurance Ombudsman,          Fatima Akhtar Court, 4th Floor, 453,          Anna Salai, Teynampet,          CHENNAI – 600 018.          Tel.: 044 - 24333668 / 24335284          Fax: 044 - 24333664          Email: bimalokpal.chennai@ecoi.co.in</p>	<p>Tamil Nadu,          Pondicherry Town and          Karaikal (which are part of UT of Pondicherry).</p>

<p>DELHI - Shri Sudhir Krishna          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@ecoi.co.in</p>	<p>Delhi.</p>
<p>GUWAHATI - Shri Kiriti .B. Saha          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@ecoi.co.in</p>	<p>Assam, Meghalaya,          Manipur, Mizoram,          Arunachal Pradesh,          Nagaland and Tripura.</p>
<p>HYDERABAD - Shri I. Suresh Babu          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          Fax: 040 - 23376599          Email: bimalokpal.hyderabad@ecoi.co.in</p>	<p>Andhra Pradesh,          Telangana,          Yanam and          part of Territory of UT of Pondicherry.</p>
<p>JAIPUR - Smt. Sandhya Baliga          Office of the Insurance Ombudsman,          Jeevan Nidhi – II Bldg., Gr. Floor,          Bhawani Singh Marg,          Jaipur - 302 005.          Tel.: 0141 - 2740363          Email: Bimalokpal.jaiur@ecoi.co.in</p>	<p>Rajasthan.</p>
<p>ERNAKULAM - Ms. Poonam Bodra          Office of the Insurance Ombudsman,          2nd Floor, Pulinat Bldg.,          Opp. Cochin Shipyard, M. G. Road,          Ernakulam - 682 015.          Tel.: 0484 - 2358759 / 2359338          Fax: 0484 - 2359336          Email: bimalokpal.ernakulam@ecoi.co.in</p>	<p>Kerala, UT of (a) Lakshadweep, (b)          Mahe-a part of UT of Pondicherry.</p>
<p>KOLKATA - Shri P. K. Rath          Office of the Insurance Ombudsman,          Hindustan Bldg. Annexe, 4th Floor,          4, C.R. Avenue,</p>	<p>West Bengal,          Sikkim,          UT of Andaman &amp; Nicobar Islands.</p>

KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	
LUCKNOW -Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, 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.
MUMBAI - Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan SevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandsheher, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE - Shri Vinay Sah	Maharashtra,

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@ecoi.co.in

Area of Navi Mumbai and Thane  
excluding Mumbai Metropolitan Region.

The updated details of Insurance Ombudsman are available on the IRDA website: [www.irdai.gov.in](http://www.irdai.gov.in)  
and on the website of General Insurance Council: [www.gicouncil.in](http://www.gicouncil.in)