House Holder Policy

Product USP:

- 1) For all MSME Industries with valid Udyog Aadhar Number and satisfying Investment and Turnover limits as declared by the GoI from time to time.
- 2) Scope of coverage for risks like fire and allied perils, terrorism, burglary, public liability, employee compensation etc.

Product Brief or Introduction:

The House Holder policy is a comprehensive bundled policy specially designed for contingencies encountered by House holders comprising of ten sections. It can be issued to home owners, tenants of flats, housing societies, apartments, bungalow, row houses in rural/semi-urban and urban (including Metro) cities. Sum insured should be 100% of VAR.

Features of the Product:

6.1 SECTION-I: FIRE AND SPECIAL PERILS (FOR BUILDING/ CONTENTS-Excluding Money and Valuables)

6.1.1 Coverage

The company will indemnify the insured in respect of loss of or damage to the building/contents whilst contained in the insureds' premises by-

- i) Fire,
- ii) Lightning,
- iii) Explosion/Implosion.
- iv) Aircraft and other Aerial devices or Articles dropped there from.
- v) Riot, strike & malicious damage
- vi) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation.
- vii) Impact damage by any Rail/Road vehicle or Animal.
- viii) Subsidence and landslide including rock slide
- ix) Bursting and/or Overflowing of water tanks, apparatus or pipes.
- x) Missile testing operation
- xi) Leakage from automatic sprinkler installations
- xii) Bush Fire
- xiii) Earthquake Fire & Shock.

6.1.2 Extensions:

The insurance by this policy applies also to contents in so far as such property is not otherwise insured whilst temporarily removed and during transit as accompanied baggage

anywhere in India to other premises used for temporary residence by the insured or any member of the insureds' family permanently residing with him or at other premises wherein the insured shall have placed any of such property in safe during his temporary absence from the insured premises during any period not exceeding in the aggregate, one hundred and twenty (120) days in any one period of insurance, provided that the liability of the company in respect of property so removed shall not exceed one tenth (1/10) of the total sum insured under this section.

6.1.3 Special Exceptions:

The Company shall not be liable in respect of

- i) Damage or destruction by or through or in consequence of subterranean fire and the burning of property by order of any public authority.
- ii) Damage to property occasioned by its own undergoing any heating or drying process.
- iii) Natural heating or spontaneous combustion and its own fermentation.
- iv) Loss, destruction of or damage to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus or their contents resulting from their own explosion/implosion and or caused by centrifugal forces.
- v) Damage to any electrical machine, apparatus, fixture or fitting (including electric fans and other electrical installation, arising from or occasioned by over-running excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included) provided that this exemption will apply only to the particular electrical machine, apparatus, fixtures, fittings or portion of electrical installation so affected and not to other machines, apparatus, fixtures, fittings or portion of electrical installation which may be destroyed or damaged by fire so set up.
- vi) Normal cracking, settlement or bedding down of new structure, the settlement or movement of made up ground, coastal or river erosion, defecting design or workmanship or use of defective materials, demolition, construction, structural alteration or repair of any property or ground work or excavations.
- vii) Destruction or damage caused by forest fire.
- viii) Loss/damage occasioned by or through or in consequence directly or indirectly by burning whether accidental or other wise of forest and jungles and cleaning of lands by fire.
- ix) Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineers' fees and (ii) Debris Removal be the insured following a loss, destruction or damage to the property insured by an insured peril in excess of 3% and 1% of the claim amount respectively
- x) Loss, destruction or damage directly or indirectly caused to the property insured by
 - a) pollution or contamination which itself results from a peril hereby insured against.
 - b) Any perils hereby insured against which itself results from pollution or contamination.
- xi) Loss or damage by spoilage resulting from the retardation or interruption or cessation of an process or operation cased by operation of any of the perils covered.
- xii) Loss or Damage by theft or after the occurrence of any insured perils except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
- xiii) Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured except machinery and equipments temporarily removed for repair, cleaning, renovation or other similar purpose for a period not exceeding 60 days.

- xiv) Loss or Damage to livestock, motor vehicle and pedal cycles
- xv) Loss or damage to money, securities, stamps, bullion, deeds, bonds, bills of exchange, promissory notes stock and share certificates, business books, manuscripts documents or any kind unset precious stones and jewellery and valuables

6.1.4 Special Condition:

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

6.1.5 Condition of Average:

If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any 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.

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

6.2 SECTION-II: BURGLARY AND HOUSEBREAKING (CONTENTS- excluding money and valuables)

6.2.1 Coverage

The company will indemnify the insured in respect of loss of or damage to the contents whilst contained in the insured premises by Burglary and/or housebreaking

6.2.2 Special Exceptions:

The Company shall not be liable in respect of

- i) Loss or damage by burglary and/or house breaking where any employee of the insured or member of the insured's family is concerned as principal or accessory.
- ii) Loss or damage to livestock, motor vehicles and pedal cycle.
- iii) Loss or damage to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes stock and share certificates, business books, manuscripts documents of any kind unset precious stones and jewellery and valuables unless specifically declared..

6.2.3 Extension:

The insurance by this policy applies also to contents in so far as such property is not otherwise insured whilst temporarily removed and during transit as accompanied baggage anywhere in India to other premises used for temporary residence by the insured or any member of the insureds' family permanently residing with him or at other premises wherein the insured shall have placed any of such property in safe during his temporary absence from the insured premises during any period not exceeding in the aggregate, one hundred and twenty (120) days in any one period of insurance, provided that the liability of the company in respect of property so removed shall not exceed one tenth (1/10) of the total sum insured under this section

6.3 SECTION-III- ALL RISKS (JEWELLERY AND VALUABLES)

6.3.1 Coverage

The company will indemnify the insured or any member of the family in respect of loss or damage to jewellery and valuables caused by accidental or misfortune whilst anywhere in India. Provided that the liability of the company in respect of any one item in any one period of insurance will not exceed the sum insured set against such item in the schedule hereto and not exceeding in aggregate the total sum insured hereby. Provided further that where damage to any item can be repaired, the company will pay expenses necessarily incurred to restore the damage item to its former state of serviceability not exceeding the sum insured in respect of such item.

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

6.3.2 Special Exceptions:

The company shall not be liable in respect of:-

- i) loss or damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or to china marble, gramophone records and other articles of brittle or fragile nature unless such loss or damage arise from accident to railway, train or aircraft or vehicle by which such property is being conveyed.
- ii) Loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- iii) Loss or damage caused by mechanical derangement or over winding of watches and clocks.
- iv) Theft from the car except from the car of fully enclosed saloon type having all the doors, windows and other opening securely locked and properly fastened.
- v) Loss or damage whilst being conveyed by any carrier under contract of affreightment.

6.3.3 Special Conditions:

where any item insured hereunder consists of articles in pair or set, the company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set not more than a proportionate part of the insured value of the pair or set.

No one article or pair of articles is deemed to be more than 10% of the sum insured under this section unless separately specified and value stated.

6.4 SECTION IV: PLATE GLASS

6.4.1 Coverage

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

6.4.2 Special Exceptions:

The Company shall not be liable in respect of

- i) Breakage or damage during removal, alterations and/or repairs on or about the Insured premises.
- ii) Breakage of lettering unaccompanied by breakage or damage of glass.
- iii) Breakage of or damage to frames or framework of any description, unless specifically declared.
- iv) disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass.
- v) embossed, silvered, lettered, ornamental, curved or any glass whatsoever other than the glass which is plain and or ordinary glazing quality, unless the same be specifically declared.
- vi) breakage of glass not completely and securely fixed.
- vii) loss or damage consequent upon interruption or delay of business or other loss damage or injury arising from breakage of glass or during replacement thereof.

6.5 SECTION-V: BREAKDOWN OF DOMESTIC APPLIANCES

6.5.1 Coverage

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

6.5.2 Special Provisions:

i) Sum Insured:

It is a requirement of this section that the sum insured in respect of such item specified in the schedule shall be equal to cost of the replacement of the Insured property of the same kind and capacity which shall mean its replacement cost including freight custom duties and erection cost.

If the Sum insured is less than the amount to be insured as above, the Company will pay for damage in such proportion as the Sum Insured bears to the replacement cost. Every item, if more than one, shall be subject to this condition separately.

ii) Basis of Indemnity:

Where the damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged item to its former state of serviceability. If the cost of repair exceeds the actual value of the insured item immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) as below:

Incase of total loss, claims will be paid subject to depreciation of 10% per year from the date of purchase. The maximum depreciation however, shall not exceed 50% of sum insured of the item in respect of which a total loss claim is admitted under the Policy

6.5.3 Special Exceptions:

The Company shall not be liable in respect of

- i) An excess stated in the policy schedule for this section
- ii) Loss or Damage caused by or arising out of willful act or willful gross negligence of the insured.

- iii) Loss or Damage due to faults existing at the time of commencement of this insurance and known to the insured regardless of whether such faults or defects were known to the company or not.
- iv) Loss or Damage for which the manufacturers or suppliers of the property are responsible thereby or under contract.
- v) Loss or Damage to any insured item occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority of such item or by permanent or temporary dispossession of any building resulting from the unlawful occupation by the insured of the building/premises.
- vi) cost of transport to the repair shop and back to the insureds' premises of any insured item arising out of any damage to such item.
- vii)Loss of or damage to any insured item by perils which are insurable under other section of this policy.

6.6 SECTION-VI: TELEVISION SET

6.6.1 Coverage

The company will indemnify the insured in respect of:-

Loss of or damage to the Television apparatus described in the schedule whilst contained or fixed in the insureds' premises by:

- i) Fire, lightning, explosion of gas in domestic appliance
- ii) Bursting and overflowing of water tanks, apparatus or pipes
- iii) Aircraft or article dropped therefrom.
- iv) Riot Strike or malicious act
- v) Earthquake (fire & / or shock)
- vi) Flood, inundation storm, tempest, typhoon, hurricane, tornado or cyclone
- vii) Burglary and /or House Breaking or theft..
- viii) Accidental external means
- ix) Mechanical or electrical breakdown.

Provided that the liability of the company in respect of such loss or damage in any one period of insurance is limited to the amount specified in the schedule.

All sums which the insured shall be legally liable to pay as compensation and litigation expenses incurred by the insured with the company's written consent in respect of accidental death of or bodily injury to a person other than a member of the insured's family or a person under the insured's services and/or accidental damage to property not belonging to or in the custody or under control of the insured or any member of the insured's family or person under the insured's services arising out of accident happening through or in connection with the television apparatus or to breakdown or defect in the television apparatus or breaking or collapse of the internal fittings or mast forming part of television apparatus provided that the liability of the company in respect of such compensation and litigation expenses in any one period of insurance is limited to Rs. 25,000/- (twenty five thousand only).

Damage to property belonging to or in the custody or control of the insured caused by breakage or collapse of the antenna fittings or must forming part of the television apparatus in so far as

such property is not otherwise insured, provided that the liability of the company in respect of such damage in any period of insurance is limited to Rs. 3000/- (rupees three thousand only).

6.6.2 **Definition:**

The term television apparatus as used herein shall mean and include the television set, the accessories forming part of the set and antenna both external and internal.

6.6.3 Special Exceptions:

The company shall not be liable in respect of-

- i) loss or damage to external antenna or fittings by theft.
- ii) Loss or damage caused by or arising out of or traceable to erection, repairing or dismantling of the television apparatus.
- iii) Loss of or damage for which the manufacturer or supplier of television apparatus is responsible either by law or contract.
- iv) Liability assumed by the insured by agreement unless such liability could have attached to the insured not withstanding such agreement.

6.7 SECTION VII - PEDAL CYCLES

6.7.1 Coverage

Sub-Section: A. The company will indemnify the Insured in respect of loss of or damage to Pedal Cycles belonging to the insured by:

- i) Fire, lightning, External explosion.
- ii) Riot Strike or malicious act
- iii) Earthquake (fire & / or shock)
- iv) Flood, inundation storm, tempest, typhoon, hurricane, tornado or cyclone
- v) Burglary and /or House Breaking or theft..
- vi) Accidental external means

Provided that the liability of the company in respect of loss or damage to any one pedal cycle in any one period of insurance will not exceed the sum set against such pedal cycle in the schedule

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

6.7.2 Special Exceptions:

The Company shall not be liable in respect of:-

i) Any accident. Loss, damage or liability caused by or through or in connection with Pedal Cycle whilst it is being used for hire or reward or outside India.

- ii) damage caused by overloading or strain or mechanical breakdown.
- iii) Loss or damage to accessories by theft unless the entire Pedal Cycle is stolen at the same time.
- iv) Loss or damage occurring whilst being used for racing or pace making or speed tests.
- v) The first Rs. 10/- (ten) of each and every loss arising under sub section A hereof through accidental external means. If , however, the loss of damage exceeds Rs. 10/- the company is liable to pay full for such loss or damage.

6.7.3 Special Condition:

The Pedal Cycle should be properly locked when left unattended.

6.8 SECTION VIII: BAGGAGE

6.8.1 Coverage

The company will indemnify the insured and/or such members of his/her family as are permanently residing with him/her in respect of personal baggage accompanying the insured and/or his family members belonging to him/her or for which he/she is responsible whilst traveling anywhere in India whilst on tour on holidays employees lost , destroyed or damaged by accident or misfortune Provided that the liability of the company in respect of property so lost , destroyed or damaged shall be limited to its actual value at the time of happening of such loss but not exceeding in any one period of insurance in respect of each of the several items specified in the schedule, the sum set opposite thereto respectively.

6.8.2 Special Exceptions:

The Company shall not be liable in respect of-

- i) loss or damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or to China marble gramophone records and other articles of a brittle or fragile nature unless such loss or damage arises from accident to vessel, trains, vehicles or aircraft by which such property is conveyed.
- ii) Loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- iii) Loss of or damage to any electrical machine, apparatus, fixtures or Fittings(including wireless sets and tape recorders) arising from over running excessive pressure, short circuiting, arching, self heating or leakage of electricity from whatsoever cause (lighting included).
- iv) Loss or damage caused by mechanical derangement or over winding of watches and clocks.
- v) Theft from car except from the car of fully enclosed saloon type having all the doors, windows and other opening securely locked and properly fastened.
- vi) Loss or damage whilst being conveyed by any carrier under contract of affreightment.
- vii) Loss of or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock of shares certificates, stamps, business books or documents, jewellery, watches, furs, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
- viii) Loss of or damage to articles which did not form part of the contents of any of the packages when the journey commenced unless specifically declared and accepted by the company.
- ix) Loss, destruction of or damage to articles of consumable nature.

- x) Loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on the voyage and/or journey or articles or cloths whilst being worn on the persons or carried about.
- xi) Loss, destruction or damage caused by or arising from the leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of a dangerous or damaging nature.
- xii) Any tour or travel undertaken within the municipal limits of the village, town or city wherein the insured is permanently residing.

6.9 SECTION IX: PERSONAL ACCIDENT

If the insured person shall sustain any injury resulting solely and directly from an accident, the Company shall pay, to the insured or his/her nominee, the benefit as below but not exceeding the Capital Sum Insured (CSI) and Cumulative Bonus (if earned any) during the policy period, in respect of all such claims.

6.9.1 Benefits

i) **Death**

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of death of the insured person, the CSI and CB.

ii) Loss by Physical Separation or Loss of Use of Two Limbs or Two Eyes or One Limb and One Eye

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of

- i) sight of both eyes or the actual loss by physical separation of the two hands or two feet or of one hand and one foot or loss of sight of one eye and such loss of one hand or one foot, the CSI and CB
- ii) use of two hands or two feet or one hand and one foot without physical separation or loss of sight of one eye and loss of use of one hand or one foot without physical separation, the CSI and CB

iii) Loss by Physical Separation or Loss of Use of One Limb or One Eye

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of

- i) sight of one eye or the actual loss by physical separation of one hand or one foot, fifty percent (50%) of the CSI and CB
- ii) use of a hand or a foot without physical separation, fifty percent (50%) of the CSI and CB

iv) Permanent Total Disablement

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of permanent total and absolute disablement of the insured person from engagement in any employment or occupation of any description whatsoever, a lump sum equal to hundred percent (100%) of the CSI and CB

v) Permanent Partial Disablement

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of use or of the actual loss by physical separation of the following, the percentage of the CSI indicated below:

Loss of part of body		% of CSI
Loss of toes	all	20
	Great-both phalanges	5
	Great-one phalanx	2
	Other than great, if more than one toe lost each	1
Loss of hearing	both ears	50
	one ear	15
Loss of 4 fingers & thumb of 1 hand		40
Loss of 4 fingers of 1 hand		35
Loss of thumb	Both phalanges	25
	One phalange	10
Loss of Little finger	3 phalanges	4
	2 phalanges	3
	1 phalange	2
Loss of ring finger	3 phalanges	5
	2 phalanges	4
	1 phalange	2
Loss of middle finger	3 phalanges	6
	2 phalanges	4
	1 phalange	2
Loss of Index finger	3 phalanges	10
	2 phalanges	8
	1 phalange	4
Loss of metacarpal	1st or 2nd (additional)	3

Loss of part of body		% of CSI	
		3rd, 4th, or 5th (additional)	2
Any permanent disablement	other partial	% as assessed by Board of Doctors of a Govern	nment hospital

vi) Temporary Total Disablement

If such injury shall be sole and direct cause of temporary total disablement then so long as the insured shall be totally disabled from engaging in any employment or occupation of any description whatsoever, a sum at the rate of 1% of the CSI per week but in any case not exceeding INR 5000/- per week subject to maximum of 100 weeks from the date of commencement of disablement and in no case shall exceed the CSI.

The Company shall pay in lump sum after the total amount shall have been ascertained and agreed.

6.9.2 Additional Benefits

i) Expenses for transportation of dead body

In the event of death of the insured person due to an accident outside his/her residence, the company shall pay in addition to the amount payable under clause (6.9.1) of benefit section, expenses incurred for transportation of dead body to the place of residence subject to a maximum of two percent (2%) of the CSI or INR 2500/- (Two thousand five hundred only) whichever is less.

ii) Cumulative Bonus

At the time of renewal, cumulative bonus allowed shall be an amount equal to 5% (five percent) of CSI of the expiring policy in respect of an insured person, provided no claim has occurred and policy is continuously renewed with the company without a break.

The cumulative bonus shall be payable in the event of claim under clauses 6.9.1 (i to iv) viz. death, loss of two limbs or two eyes or one limb and one eye, loss of one limb or one eye and Permanent Total Disablement only.

Cumulative bonus shall be aggregated over the years and available, subject to maximum of 50% (fifty percent) of the CSI of the expiring policy.

The cumulative bonus shall not be lost, if the policy is renewed within 30 (thirty) days after its expiry.

6.9.3 Definitions

i) **Capital Sum Insured** means the amount of insurance in respect of each insured person as mentioned in the schedule.

- ii) **Cumulative Bonus** means any increase in the capital sum insured granted by the company without an associated increase in premium.
- iii) Loss of foot by physical separation means separation at or above ankle.
- iv) Loss of hand by physical separation means separation at or above wrist.
- v) **Loss of hearing** means total and irrecoverable loss of ability to hear.
- vi) Loss of sight means total and irrecoverable loss of ability to see or total blindness.
- vii) **Medical practitioner** means a person who holds a valid registration from the medical council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of the license.
- viii) **Portability** means transfer by an individual health insurance policy holder (including family cover) of the credit gained for pre-existing conditions and time bound exclusions if the policy holder chooses to switch from one insurer to another.
- ix) **Standard type of Aircraft** means any aircraft duly licensed to carry passengers [for hire or otherwise]by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiple engines.

6.9.4 Exclusions

i) Limits of compensation

The company shall not be liable to make any payment under the policy in respect of

- a) More than one of the sub clauses of benefits section in respect of the same period of disablement.
- b) Any claim after a claim under one of the clauses 6.9.1 (i, ii or iii) has been admitted and is payable.
- c) Any payment in case of more than one claim under the policy during any one period of insurance by which the maximum liability of the company in that period exceed the CSI and CB (if earned any).
- d) Any payment of weekly compensation until the total amount shall have been ascertained and agreed.

The company shall not be liable under the policy in respect of payment of compensation in connection with:

ii) Intentional Self-Inflicted Injury

Any intentional self-injury, suicide or injury from attempted suicide.

iii) Drug/Alcohol Use

Any injury due to misuse or abuse of drugs/alcohol or use of intoxicating substances.

iv) Venereal Disease or Insanity

Any injury directly or indirectly caused by venereal disease or insanity.

v) **Pregnancy**

Death or disablement directly or indirectly caused by , contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.

vi) Big Game Hunting

Any injury while engaged in big game hunting

vii) Aviation

Any injury while the insured is engaged in aviation

viii) Non- Fare Paying Passenger in Aircraft

Any injury while the insured person is mounting into, dismounting from or travelling in any aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world

6.9.5 Conditions

i) Communication

The insured shall give immediate notice to the company of any change in his/her business or occupation.

ii) Notification of Claim

- a) Upon the happening of any event which may give rise to a claim under the policy, written notice with full particulars must be given to the company immediately.
- b) In case of death, written notice shall be given before interment, cremation and in any case, within one calendar month after the death
- c) In the event of loss of sight or hearing or amputation of limbs or permanent total disablement, written notice must be given within one calendar month after such loss

iii) Claim Documents

Duly completed claim form

In addition, the following documents are to be submitted depending on the nature of the claim

Death

- a) Attending Doctors Report
- b) Original policy for cancellation of section
- c) Original Death Certificate
- d) Original / attested Post Mortem / Coroners Report, where applicable
- e) Attested copy of FIR / Panchnama

- f) Police Inquest report, where applicable
- g) Any other document required by the company Post mortem report if necessary, be furnished within the space of fourteen days after demand in writing

Loss of Limb or Eyes/Permanent Total Disablement/ Permanent Partial Disablement/ Temporary Total disablement

- a) Attending Doctors Report
- b) Original policy for cancellation of section in case of Permanent Total Disablement
- c) Original policy for reduction in Capital Sum Insured in case of Permanent Partial Disablement
- d) Disability Certificate from Govt. Registered Medical Practioners, where applicable
- e) Diagnostic reports like laboratory test, X- rays and/ or any other reports confirming injury
- f) Police Inquest report, where applicable
- g) Any other document required by the company

iv) Claim Procedure

- a) Necessary documents should be submitted to the company along with completed claim form within 30 days after date of such loss.
- b) Evidence as the company may require from time to time shall be furnished within 14 days after demand in writing
- c) In case of death, permanent total disablement, loss of two limbs or one limb and one eye, the claim shall be paid only after deleting by endorsement the name of the insured person in respect of whom such sum shall become payable
- d) In the case of loss of one limb or eye, permanent partial disablement & Temporary Total disablement, the claim shall be paid only after reduction by an endorsement of the capital sum insured by the amount admissible under the claim in respect of the insured person to whom such sum shall be payable.

v) Claim Settlement

- a) On receipt of the final document(s) or investigation report (if any), as the case may be, the company shall within a period of 30 days offer a settlement of the claim to the insured person.
- b) If the company, for any reasons, decides to reject a claim under the policy, shall communicate to the insured person in writing and within a period of 30 days from the receipt of the final document(s) or investigation report (if any), as the case may be.
- c) Upon acceptance of an offer of settlement as stated above by the insured person, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the company.
- d) In the cases of delay in the payment, the company shall pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed.

vi) Waiver

Time limit for claim notification and submission of documents may be waived in cases where it is proved to the satisfaction of the company, that the circumstances under which insured person was placed, it was not possible to intimate the claim/submit the documents within the prescribed time limit.

vii) Payment of claim

All claims under the policy shall be payable in Indian currency through NEFT/ RTGS only.

viii) Contribution

In case of multiple policies, which provide fixed benefits on the occurrence of the insured event in accordance with the terms and conditions of the policies, the company shall make the claim payments independent of payments received under other similar policies.

ix) Portability

In the event of the insured porting to any other insurer, insured must apply with details of the policy and claims to the insurer where the insured wants to port, at least 45 (forty five) days before the date of expiry of the policy.

Portability shall be allowed in the following cases:

- a) all individual health insurance policies issued by non-life insurance companies including family floater policies.
- b) individual members, including the family members covered under any group health insurance policy of a non-life insurance Company shall have the right to migrate from such a group policy to an individual health insurance policy or a family floater policy with the same insurer. One year thereafter, the insured shall be accorded the right to port to another non-life insurance Company.

x) Withdrawal of section

In case the section is withdrawn in future, the Company will provide the option to the insured to switch over to a similar policy at terms and premium applicable to the new policy.

xi) Revision of terms of the section including the premium rates

The company, in future, may revise or modify the terms of the section including the premium rates based on experience. The insured shall be notified three months before the changes are effected.

xii) Nomination

The insured is mandatorily required at the inception of the Policy to make a nomination for the purpose of payment of claims under the policy in the event of death of insured person.

Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made.

No assignment of this section or the benefits there under shall be permitted.

6.10 SECTION X: LIABILITY

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

As compensation and litigation expenses incurred by the insured with the companys' written consent in respect of accidental death of or bodily injury to any person other than a Person under the Insureds' service and/or accidental damage to property caused by or through the fault or negligence of the insured or of any member of the insureds' family or household permanently residing with him whilst caused during the performance of any act in connection with the insureds' business but not exceeding in all for compensation and litigation expenses upto the limit of Rs. 25,000/-(rupees twenty five thousand) for any one accident or a series of accidents arising from any one event and for all accidents during any one period of insurance. As compensation to his employee engaged in the insured premises under the Fatal Accident Act,1855, Workmens' Comensation Act 1923 or any amendment thereto or common law in respect of death of or bodily injury to such employees arising out of and in the course of employment.

6.10.2 Special Exceptions:

The Company shall not be liable in respect of injury or damage arising out of or incidental to :

- i) Insureds' profession or business.
- ii) The carrying out of alterations, additions, repairs or decorations to the premises specified in the schedule.
- iii) liability assumed by the insured by agreement unless such liability would have attached to the insured not withstanding such agreement.
- iv) accidents directly or indirectly caused by traceable to or arising out of the ownership possession or the custody by or on behalf of the insured of animals vehicles, aircraft, ship, boats or crafts of any kind.
- v) Further as regards Workmens compensation cover is concerned, the company shall not be liable for any interest and/or penalty imposed on the insured on account of failure to comply with the requirements laid down under the Workmens Compensation Act 1923 and subsequent amendments of the said Act.

Policy Wordings:

As attached with Mail as a separate document. (Policy Document literature to be attached)