

HOME CONTENTS INSURANCE POLICY

IMPORTANT

This is Your Home Contents Insurance Policy. Please read and check the details of this Policy and see that it meets Your requirements. Please inform Us immediately of any change in your address, occupation, or of any other changes affecting the subject matter of insurance.

1. THE INSURANCE CONTRACT

- 1.1. This Policy is evidence of the contract between You and Us .
- 1.2. The Proposal and any information or documentation given by You shall be incorporated in the Policy and shall be the basis of this contract.
- 1.3. The Policy, the Schedule and any Endorsement/s shall be read together and any word or expression to which a specific meaning has been attached in any one of them shall bear such meaning wherever it appears.
- 1.4. The Policy has been issued on receipt of the premium in full from You.
- 1.5. The terms, conditions and exclusions that appear in the Policy or in any Endorsement are part of the Policy and must be complied with. Failure to comply with any term or condition may result in a claim being denied.

2. DEFINITIONS

- 2.1. **We/Our/Us** - Raheja QBE General Insurance Company Limited.
- 2.2. **Burglary & Housebreaking** - Means theft involving entry into or exit from your premises by forcible and violent means or following assault or violence or threat thereof to you or any of your employees or a member of your family or any person residing lawfully in your premises.
- 2.3. **Endorsement** - A written endorsement issued by Us which is attached to and forms a part of this Policy.
- 2.4. **Electrical and Mechanical Breakdown** - The actual failure, breaking, distortion or burning out of any plant/equipment/appliances or machinery or any part or component thereof whilst in use or connected ready for use causing its sudden stoppage and necessitating its immediate repair or replacement before it can resume normal work and arising out of
 - 2.4.1. Mechanical or electrical defects/failures in the plant/equipment/appliances machinery or component
 - 2.4.2. Failure or fluctuation of electric supply
 - 2.4.3. Damage caused by the error or omission of the operator(s) during the normal operation of the plant/ equipment/ appliances or machinery or component
- 2.5. **Family** - Family means You, Your spouse, Your children and Your parents who continue to be normally resident with You.
- 2.6. **Fire and Allied Perils**
 - 2.6.1. Fire, Lightning, Explosion / Implosion.
 - 2.6.2. Aircraft or articles dropped there from

- 2.6.3. Riot, Strike, Malicious Damage
- 2.6.4. Impact damage - Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/Road vehicle or animal by direct contact not belonging to or owned by
 - 2.6.4.1. You or any occupier of the premises or
 - 2.6.4.2. Your or their employees while acting in the course of their employment.
- 2.6.5. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation
- 2.6.6. Earthquake (Fire and Shock) or other convulsions of nature.
- 2.6.7. Subsidence and Landslide (including Rockslide).
- 2.6.8. Bursting and/or over flowing of water tanks, apparatus and pipes.
- 2.6.9. Leakage from automatic sprinkler installation.
- 2.6.10. Bush Fire.
- 2.6.11. Missile Testing Operation.
- 2.7. **Household Contents** - Household Contents would mean clothing, linen, furniture and fixture, curtains, utensils, crockery and carpets kept in the Insured Premises.
- 2.8. **Household Appliances** - Household Appliances would mean refrigerator, washing machine, microwave oven, music system, including VCR/VCP and VCD/DVD Player and excluding walkman, IPOD or MP3 Player.
- 2.9. **You/Your** - The person named as Insured in the Schedule
- 2.10. **Insured Premises** - Any building other than Kutcha Construction used for permanent occupation by You as a place of living or residence for Yourself and Your Family as stated in the Schedule.
- 2.11. **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 cloth/canvas/tarpaulin and similar or related structures.
- 2.12. **Period of Insurance** - The period shown in the Schedule.
- 2.13. **Terrorism** Terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.
- 2.14. **Sum Insured** – The amount specified in the Schedule for each section of this Policy which represents Our maximum liability for any and all claims arising under that section during the Period of Insurance.

3. COVERAGE

3.1. Section I - HOUSE HOLD CONTENTS

3.1.1. BENEFITS

We will indemnify You in respect of loss of, or damage to, or destruction of the Household Contents during the Period of Insurance whilst contained in the Insured Premises, caused by or arising out of:

3.1.1.1. Fire and Allied Perils; or

3.1.1.2. Burglary and Housebreaking including Larceny and Theft

3.1.2. SPECIFIC CONDITIONS

3.1.2.1. Our maximum liability in respect of Replacement or Repair of any one item following a loss or damage shall be the Maximum Limit per item stated in the Schedule.

3.1.2.2. Our maximum liability for any and all claims during the Period of Insurance shall be the Sum Insured.

3.1.3. EXCLUSIONS

We shall not be liable in respect of:

3.1.3.1. The first Rs.500/- for each and every claim

3.1.3.2. Loss or damage by Burglary and Housebreaking including Larceny and Theft where any member of Your family is involved as a principal or an accomplice.

3.1.3.3. Cost of transport to the repair shop and back to the Insured Premises of any insured item arising out of any damage to such item.

3.2. Section II - HOUSE HOLD APPLIANCES

3.2.1. BENEFITS

We will indemnify You in respect of loss of, or damage to, or destruction of the Household Appliances during the Period of Insurance whilst contained in the Insured Premises, caused by or arising out of:

3.2.1.1. Fire and Allied Perils.

3.2.1.2. Burglary and Housebreaking including Larceny and Theft.

3.2.1.3. Electrical and Mechanical Breakdown.

3.2.2. SPECIFIC CONDITIONS

3.2.2.1. Our maximum liability in respect of Replacement or Repair of any one item following a loss or damage, shall be the Maximum Replacement Limit stated in the Schedule.

3.2.2.2. Our maximum liability for any and all claims during the Period of Insurance shall be the Sum Insured.

3.2.2.3. All claims per item will be paid subject to depreciation of 5% per year subject to a maximum of 50%.

3.2.3. EXCLUSIONS

We shall not be liable in respect of:

- 3.2.3.1. The first Rs.500/- for each and every claim
- 3.2.3.2. Electrical or mechanical breakdown of items which are more than 10 years old.
- 3.2.3.3. Loss or damage by Burglary and Housebreaking including Larceny and Theft where any member of Your family is involved as a principal or an accomplice.
- 3.2.3.4. Loss or damage due to defects in design, material or workmanship or otherwise for which the manufacturer or supplier of the insured items is responsible either by law or under contract or any amount recoverable under the terms of maintenance agreement.
- 3.2.3.5. Cost of transport to the repair shop and back to the Insured Premises of any insured item arising out of any damage to such item.
- 3.2.3.6. Loss or damage caused by or arising out of or traceable to erection, repairing or dismantling of the insured apparatus.
- 3.2.3.7. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable damage.
- 3.2.3.8. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable damage.

3.3. Section III - PERSONAL COMPUTER, AIR CONDITIONER AND TELEVISION

3.3.1. BENEFITS

We will indemnify You in respect of loss of, or damage to or destruction of Your personal computers, air conditioner or television during the Period of Insurance whilst contained in the Insured Premises caused by or arising out of:

- 3.3.1.1. Fire and Allied Perils.
- 3.3.1.2. Burglary and Housebreaking including Larceny and Theft.
- 3.3.1.3. Electrical and Mechanical Breakdown

3.3.2. SPECIFIC CONDITIONS

- 3.3.2.1. Our maximum liability in respect of Replacement or Repair of any one item following a loss or damage, shall be the Maximum Replacement Limit stated in the Schedule.
- 3.3.2.2. Our maximum liability for any and all claims during the Period of Insurance shall be the Sum Insured.
- 3.3.2.3. All claims per item will be paid subject to a depreciation of 10% per year on the repair/replacement value subject to a maximum of 50%.

3.3.3. EXCLUSIONS

- 3.3.3.1. We shall not be liable in respect of:
- 3.3.3.2. The first Rs.1000/- for each and every claim
- 3.3.3.3. Electrical or mechanical breakdown of items which are more than 10 years old.

- 3.3.3.4. Loss or damage to palm tops and laptops or printers
- 3.3.3.5. Loss of external antenna or fittings by theft unless the television set itself is stolen at the same time.
- 3.3.3.6. Loss or damage by Burglary and Housebreaking including Larceny and Theft where any member of Your family is involved as a principal or an accomplice.
- 3.3.3.7. Loss or damage due to defects in design, material or workmanship or otherwise for which the manufacturer or supplier of the insured items is responsible either by law or under contract or any amount recoverable under the terms of maintenance agreement.
- 3.3.3.8. Cost of transport to the repair shop and back to the Insured Premises of any insured item arising out of any damage to such item.
- 3.3.3.9. Loss or damage caused by or arising out of or traceable to erection, repairing or dismantling of the insured apparatus.
- 3.3.3.10. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable damage.

3.4. Section IV - JEWELLERY

3.4.1. BENEFITS

We will indemnify you in respect of loss or damage to Jewellery during the Period of Insurance whilst contained in the Insured Premises, caused by or arising out of

- 3.4.1.1. Fire and Allied Perils
- 3.4.1.2. Burglary and Housebreaking including Larceny and Theft

We will also indemnify You in respect of loss of Jewellery which has been snatched during the Period of Insurance whilst worn by You or Your Family whether or not in the Insured Premises

3.4.2. SPECIFIC CONDITIONS

- 3.4.2.1. Where any Jewellery item lost consists of articles in pair or set, Our liability shall be restricted to the extent of that particular item lost without reference to any special value which that item may have as part of such pair or set.
- 3.4.2.2. Our maximum liability in respect of Replacement/Repair per any one Jewellery item following a loss shall be the market value of the Jewellery at the time of loss and not more than the Maximum Limit stated the Schedule.
- 3.4.2.3. Our maximum liability for any and all claims during the Period of Insurance shall be the Sum Insured.
- 3.4.2.4. The cover granted under this Policy is valid in India only

3.4.3. EXCLUSIONS

We shall not be liable in respect of:

- 3.4.3.1. Rs.500/- for each and every claim.
- 3.4.3.2. Loss caused by moth, mildew, vermin or any process of cleaning, dyeing or restoring to which the jewellery item is subjected
- 3.4.3.3. Loss of bullion, unset/loose precious stones/ gems not forming part of Jewellery
- 3.4.3.4. Loss or damage by Burglary and Housebreaking including Larceny and Theft where any member of Your family is involved as a principal or an accomplice.

3.5. SECTION 5 - HOME BUILDING (OPTIONAL)

We provide insurance cover under this Section if You have opted for 'Home Building' cover and the same is reflected as being effective in the Schedule. This Section relates to the building portion of Your home (which must not be of Kutch Construction) including its out-buildings, boundary walls, gates and fences, inbuilt fixtures and fittings, swimming pools, hard courts, garages, terraces, plinth and foundations.

3.5.1. DEFINITION

Reinstatement Value basis – It is the cost of rebuilding your home with a similar new construction. It does not cover the market value of your home, as the value of the land is included in market value and land cannot be insured. We will pay the reconstruction cost of the building in the event of its destruction or damages that may arise due to insured perils (such as fire, lightning, earthquake etc) subject to the maximum Sum Insured.

3.5.2. COVERAGE

We will indemnify You in respect of loss or damage to Your Home during the Period of Insurance directly caused by any of the following insured perils:

- 3.5.2.1. Fire and Allied Perils

3.5.3. SPECIFIC CONDITIONS

- 3.5.3.1. If We, at Our option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join in with any other company or insurer(s) in so doing:
- 3.5.3.2. We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall We be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the Sum Insured. If We so elect to reinstate or replace any property You shall at Your own expense furnish Us with such plans, specification, measurements, quantities and such other particulars as We may require, and no acts done, or caused to be done, by Us with a view to reinstatement or replacement shall be deemed an election by Us to reinstate or replace.
- 3.5.3.3. If in any case We shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, We shall, in every such case, only be liable to pay such sum as would

be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

3.5.3.4. The Sum Insured under this Section shall be automatically reinstated in the event of a loss by reducing the pro-rata premium on the amount of damage from the date of loss/damage to the expiry of Period of Insurance from the claim amount payable to You under this Policy.

3.5.3.5. Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of damage in case You exercise Your option not to reinstate the Sum Insured.

3.5.3.6. Under any of the following circumstances the Policy ceases to attach as regards the property affected unless You, before the occurrence of any loss or damage obtain a written sanction from Us by endorsement upon the Policy.

3.5.3.6.1. the nature of occupation or other circumstances affecting the building insured be changed in such a way as to increase the risk of loss or damage by Insured perils

3.5.3.6.2. if the building insured becomes unoccupied and so remains for a period more than 30 days

3.5.3.6.3. if the interest of the property passes from You otherwise than by will or operation of law.

3.5.3.7. The Policy shall cease on expiry of 7 days from the date of fall or displacement of the home or any part thereof or of any structure of which the home forms part. Provided that such a fall or displacement is not caused by insured peril, loss or damage which is covered by this Policy or would be covered if the home was insured under this Policy.

3.5.3.8. Notwithstanding the above, subject to an express notice being given as soon as possible but not later than 7 days of such fall or displacement, We may agree to continue the Policy subject to revised rates, terms and conditions as may be decided by Us and confirmed in writing to this effect.

3.5.4. **SPECIAL BENEFITS**

3.5.4.1. **Rent for alternative accommodation:**

If the building covered under the Policy is damaged by any insured peril under this Section and becomes uninhabitable for a period more than 30 days, We will pay for the rent reasonably incurred for equivalent area accommodation in any locality within the municipal limit of the city or town in which Your home is situated up to a maximum indemnity period of 3 (three) months. Subject to the maximum monthly rent amount payable specified in the Special Conditions below, the rent amount payable under this Section shall not exceed the standard rent applicable to Your home building i.e. the rateable value fixed by the municipal/revenue authorities for tax purpose.

3.5.4.1.1. **Special Conditions:**

- a. You must submit to Us a certificate from local municipal authorities or an architect certifying that Your home has become uninhabitable.

- b. The maximum monthly rent amount payable under this extensions is limited to Rs 10,000/-.

3.5.5. EXCLUSIONS

We shall not be liable under this Section to make any payment in respect of any claim related to, caused by or arising out of:

- 3.5.5.1. Damage by vehicle/animals belonging to or owned by You or Your family or Your domestic employees.
- 3.5.5.2. Damages caused by :-
 - 3.5.5.2.1. Normal cracking, settlement or bedding of new structures.
 - 3.5.5.2.2. Settlement or movement of made up ground.
 - 3.5.5.2.3. Coastal or river erosion.
 - 3.5.5.2.4. Defective design or workmanship or use of defective material
 - 3.5.5.2.5. Demolition, construction, structural alteration or repair of any property or ground work or excavation.
- 3.5.5.3. Damage caused by
 - 3.5.5.3.1. Repairs or alteration to Your home.
 - 3.5.5.3.2. Repairs, removal or extension of the sprinkler installation.
- 3.5.5.4. Defects in construction known to You
- 3.5.5.5. Expenses incurred on
 - 3.5.5.5.1. Architects, surveyors and consulting engineer's fees by You following loss, destruction or damage to the building insured by an insured peril in excess of 3% of claim amount.
 - 3.5.5.5.2. Debris removal by You following a loss, destruction or damage to the building insured by an insured peril in excess of 1% of the claim amount

4. GENERAL EXCLUSIONS:

We shall not be liable in respect of:

- 4.1. 5% of each and every claim, resulting from Earthquake (Fire and Shock) or other convulsions of nature, subject to a minimum of Rs.10,000/-
- 4.2. loss of or damage due to Riot, Strike, Malicious Damage, caused by:
 - 4.2.1. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
 - 4.2.2. permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the government or any lawfully constituted authority.

4.2.3. permanent or temporary dispossession of any building or plant or unit of machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.

4.2.4. burglary, house breaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of any malicious act.

4.3. **Terrorism**

4.3.1. This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

4.3.2. For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

4.3.3. This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above

4.3.4. loss or damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of Terrorism. If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon You. The limit of coverage shall not exceed the Sum Insured. The coverage is subject to an excess of 0.5% of the total Sum Insured subject to minimum of Rs.25,000/- for each and every claim.

4.4. **Radioactive contamination**

4.4.1. Any expenses, consequential loss, legal liability or any loss or damage to items directly caused by or contributed to by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

4.4.2. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4.5. **War risks**

4.5.1. loss, destruction, damage, liability or expenses whether directly or indirectly occasioned by or happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power, civil commotion, loot, pillage, seizure, capture, arrests, restraints and detainment.

- 4.6. loss or damage by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- 4.7. Loss, destruction or damage caused to the insured property by pollution or contamination excluding pollution or contamination which itself results from a peril hereby insured against.
- 4.8. Any peril hereby insured against which itself results from pollution or contamination
- 4.9. Loss or damage to items of consumable or brittle nature
- 4.10. Loss or damage to contents by wear and tear, depreciation, insects, vermin, moth fungus, corrosion, rust, atmospheric or climatic conditions, ingress of water, gradually operating cause, process or cleaning, dyeing, repair, alteration or restoration.
- 4.11. Loss, damage or destruction caused by its own fermentation, natural heating or spontaneous combustion or whilst undergoing any heating or drying process
- 4.12. Loss or damage due to faults or defects existing at the time of commencement of this Policy
- 4.13. Loss or damage caused by or arising out of a willful act of You or any person acting on Your behalf.
- 4.14. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 4.15. Loss, destruction or damage caused by forest fire.
- 4.16. Loss, destruction or damage caused to the property insured by burning by order of any public authority.
- 4.17. Loss or damage due to cracking, scratching or accidental breakage.
- 4.18. Loss or damage due to subsidence and landslide including rockslide due to normal cracking, settlement or bedding down of new structures, settlement or movement of made up ground, coastal or river erosion, defective design or workmanship or use of defective materials, demolition constructions structural alterations or repair of any property or groundwork or excavations.
- 4.19. Leakage from automatic sprinkler installations due to repairs or alterations to the buildings or premises, repairs, removal or extension of the sprinkler installation, defects in construction known to You.
- 4.20. permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction.

5. GENERAL CONDITIONS

5.1. Notice

Every notice and communication to Us required by this Policy shall be in writing to Our office of through which this Policy is effected. Initial notification can be made by telephone

5.2. Mis-description

This Policy shall be void in the event of mis-representation, mis-description or non-disclosure of any material particulars by You.

5.3. Reasonable Care

You must take all reasonable steps to prevent loss of or damage to property, which is insured under this Policy, and to maintain such property in sound condition.

5.4. **Geographical Area**

The cover granted under this Policy is valid in India only and to the address specified in the Schedule and subsequently changes, if any, by way or an endorsement.

5.5. **Governing Law**

This Policy shall be governed and interpreted in accordance with Indian Law. The Indian Courts shall have exclusive jurisdiction.

5.6. **Claims Procedure**

It is a condition precedent to Our liability that in the event of any claim or any incident that may give rise to a claim under this Policy, You must notify Us immediately and shall within 14 days thereafter furnish Us detailed particulars of the amount of the loss or damage together with such explanation and evidence to substantiate the claim, having regard to their value at the time of loss or damage not including profit of any kind, as We may reasonably require.

You shall lodge a complaint with the police forthwith in the event of Burglary, theft and larceny and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.

You shall also at all times at Your own expense produce, procure and give to Us all such further particulars, plans, specification, books, vouchers, invoices, duplicates or copies thereof, documents, proofs, reports and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of Our liability as may be reasonably required by or on behalf of Us together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

The documents required to be submitted in the event of a claim are as given below:

- 5.6.1. Duly completed claim form
- 5.6.2. First Information Report for Burglary, theft and larceny, loss of Jewellery
- 5.6.3. Estimate for Repairs/ Replacement
- 5.6.4. Invoice/bills/ receipts
- 5.6.5. Fire Brigade Report (in case of loss, destruction or damage by Fire)
- 5.6.6. Meteorological Report (in case of loss, destruction or damage by flood, storm, cyclone)
- 5.6.7. Non-traceable Certificate (in case of Burglary or Theft)
- 5.6.8. Any other documents as required by Us, which depend on the nature of the claim preferred.

Wherever necessary, We will appoint Surveyors/Investigators. We shall be entitled on behalf of You to have absolute conduct and control of all or any proceedings it may consider necessary for the purpose of tracing and recovering the property lost, or of securing reimbursement in respect of the items lost and You shall at Our expense furnish all such assistance as may reasonably be required by Us in connection with such proceedings.

5.7. Currency

Any claim payable under this Policy will be in Indian Rupees.

5.8. Cancellation of the Policy

We may at any time, by giving 14 days notice in writing, terminate this Policy in case of any misrepresentation, fraud, non-disclosure of material facts or non-cooperation by you, provided that We shall in that case return to You, premium less a pro-rata part thereof for the portion of the current Period of Insurance, which shall have expired. Such notice shall be deemed sufficiently given, if posted by Registered Post and addressed to You at the address mentioned in the Policy or any endorsement thereto.

You may also cancel the Policy at any time, by giving a notice in writing. Provided that, no claim has arisen under the within mentioned Policy prior to the receipt of such notice by Us, You would be entitled to a return of premium less premium at Our short period scales as mentioned below for the period, the Policy had been in force.

5.9. Short period scales

For a period not exceeding	15 days	10% of the Annual Premium specified in the Schedule (Annual Premium)
-do-	1 month	15% of the Annual Premium
-do-	2 months	30% of the Annual Premium
-do-	3 months	40% of the Annual Premium
-do-	4 months	50% of the Annual Premium
-do-	5 months	60% of the Annual Premium
-do-	6 months	70% of the Annual Premium
-do-	7 months	75% of the Annual Premium
-do-	8 months	80% of the Annual Premium
-do-	9 months	85% of the Annual Premium
For a period exceeding	9 months	Full Annual Premium

5.10. Fraud

If any claim is in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy or is the loss or damage be occasioned by Your willful act or with Your connivance, all benefits under this Policy will be forfeited and We may choose to void the Policy and reclaim all benefits paid.

5.11. Indemnity

We may at Our option reinstate, replace or repair the property, lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in doing so but We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall We be bound to expend more in reinstatement than it would have cost to reinstate such item as it was at the time of occurrence of such loss or damage, subject to the limits specified in the Schedule. If We so elect to

reinstate or replace any property You shall at his own expense furnish Us with such plans, specifications, measurements, quantities and such other particulars as We may require, and no acts done, or cause to be done, by Us with a view to reinstatement or replacement shall be deemed an election by Us to reinstate or replace.

5.12. Limit of Company's Liability

Our maximum liability shall be the Sum Insured. The Sum Insured under each section would however automatically get reduced by the amount of claim paid, subsequent to the claim.

5.13. Rights and responsibilities

You shall not admit, reject or negotiate or any claim without our written consent.

We may take over and conduct in Your name with complete and exclusive control, the defence or settlement of any claim.

We may also start legal action in Your name (but at Our expense and or Our own benefit) to recover from others, compensation in respect of anything covered by this Policy

You must give us all the help and information we may need to settle or defend any claim or to start legal proceeding.

On the happening of loss or damage to any of the property insured by this Policy, We may

- 5.13.1. enter and take and keep possession of the building or premises where the loss or damage has happened.
- 5.13.2. take possession of or require to be delivered to Us any property of Yours in the building or on the premises at the time of the loss or damage.
- 5.13.3. keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- 5.13.4. sell any such property or dispose of the same for account of whom it may concern.

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

If You or any person on Your behalf shall not comply with Our requirements or shall hinder or obstruct Us, in the exercise of its powers hereunder, all benefits under this Policy shall be forfeited. You shall not in any case be entitled to abandon any property to Us whether taken possession of by Us or not.

5.14. Contribution

If at the time of a claim under this Policy, there is any other insurance covering the same loss, We shall not be liable to pay more than Our rateable proportion of the loss / expenses.

5.15. Subrogation

You shall at Our expense do and concur in doing, permit to be done all such acts and things that may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies for obtaining relief

or indemnity from other parties to which We shall or would become entitled or subrogated upon Us paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Your indemnification by Us.

5.16. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under this Policy, (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator, to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if We have disputed or not accepted liability under or in respect of this Policy. It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

5.17. Disclaimer

It is also hereby further expressly agreed and declared that if We shall disclaim liability to You for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of law or pending reference before Ombudsman, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder

5.18. Observation 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 You shall be a condition precedent to any liability Ours to make any payment under this Policy.

5.19. Renewal of Policy

We shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to You that may result to enhance Our risk under the Policy. Nothing herein or otherwise shall oblige Us to offer renewal terms or restrict any renewal terms as to premium or otherwise.

5.20. Change of address

You must inform in writing of any change in his/her address.

5.21. Compliance with Policy provisions

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder

5.22. Grievance

RAHEJA QBE GENERAL INSURANCE COMPANY LIMITED

In case You are aggrieved in any way, You may contact Us at the specified address, during normal business hours for the following grievances:

Any partial or total repudiation of claims by Us.

Any dispute regard to premium paid or payable in terms of the Policy.

Any dispute on the legal construction of the policies in so far as such disputes relate to claims.

Delay in settlement of claims.

Non-issue of any insurance document to customer after receipt of the premium.

If You are not satisfied with the decision of the Grievance Committee You are entitled to refer Your case to the Insurance Ombudsman as enlisted in "Annexure A "

Annexure A

List of Insurance Ombudsmen

Office of the Ombudsman	Name of the Ombudsmen	Contact Details	Areas of Jurisdiction
AHMEDABAD	Shri Amitabh	Shri Amitabh , Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College , Ashram Road,AHMEDABAD-380 014.Tel.:- 079-27546840 Fax : 079-27546142 Email ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Shri N.A.Khan	Shri N.A. Khan, Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2 nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL (M.P.)-462 023.Tel.:- 0755-2569201 Fax : 0755-2769203 Email bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Shri S.K.Dhal	Shri S.K. Dhal, Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009.Tel.:- 0674- 2596455	Orissa

		<p>Fax : 0674-2596429 Email iobbsr@dataone.in</p>	
CHANDIGARH	Shri K.M.Chadha	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, CHANDIGARH-160 017.Tel.:- 0172-2706468 Fax : 0172-2708274 Email ombchd@yahoo.co.in</p>	<p>Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh</p>
CHENNAI	Shri V. Ramasaamy	<p>Shri V. Ramasaamy, Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /5284 Fax : 044-24333664 Email insombud@md4.vsnl.net.in</p>	<p>Tamil Nadu, UT– Pondicherry Town and Karaikal (which are part of UT of Pondicherry)</p>
NEW DELHI		<p>Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road , NEW DELHI-110 002. Tel.:- 011-23239633 Fax : 011-23230858 Email iobdelraj@rediffmail.com</p>	<p>Delhi & Rajashthan</p>
GUWAHATI	Shri Sarat Chandra Sarma	<p>Shri Sarat Chandra Sarma, Insurance Ombudsman, Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5 th Floor, Near Panbazar Overbridge, S.S. Road, UWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email ombudsmanghy@rediffmail.com</p>	<p>Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura</p>
HYDERABAD	Shri K. Chandrahas	<p>Shri K Chandrahas Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46 , 1 st Floor, Moin Court,</p>	<p>Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry</p>

		A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123 Fax: 040-23376599 Email insombudhyd@gmail.com	
ERNAKULAM	Shri James Muricken	Shri James J. Muricken, Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759 Fax : 0484-2359336 Email lokochi@asianetindia.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
KOLKATA		Insurance Ombudsman, Office of the Insurance Ombudsman, North British Bldg., 29, N.S. Road, 4 th Floor, KOLKATA-700 001. Tel : 033-22134866 Fax : 033-22134868 Email iombkol@vsnl.net	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
LUCKNOW	Shri M.S.Pratap	Shri M.S. Pratap, Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 th Floor, Nawal Kishore Road, Hazaratganj,LUCKNOW-226 001. Tel : 0522 -2231331 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI	Shri S. Viswanathan	Shri S Viswanathan Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexure S.V. Road , Santacruz(W), MUMBAI-400 054.Tel : 022-26106928 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com	Maharashtra