



The Oriental Insurance Company Limited
Head Office: A 25/27, Asaf Ali Road, New Delhi -110002.
CIN U66010DL1947GOI007158

SWEE THOME INSURANCE POLICY

Whereas the insured named in the schedule, hereto has made to The Oriental Insurance Company Ltd., (hereinafter called the company) a written proposal and declarations specified in the Schedule which shall be the basis of this contract and be deemed to be incorporated herein for the insurance hereafter contained, and has paid the premium stated therein. The company hereby agrees subject to the terms, conditions, provisions, exceptions contained herein or endorsed or otherwise expressed hereon to indemnify the insured to the extent specified under specific sections and schedule hereafter if at any time during the period of insurance stated in the schedule, or any specified period in respect of which the insured shall have paid and the insurer accepted the premium for the renewal thereof.

Schedule of Benefit:

Section	Cover	Value of the insurable property as declared by the proposer (In Rs.)		
		Plan A	Plan B	Plan C
I	Dwelling House against Fire and Allied Perils	400,000	600,000	800,000
II	Contents which are contained in the above mentioned dwelling at section-I above (excluding jewellery)	1,00,000	2,00,000	3,00,000
III	Burglary & Housebreaking excluding theft and larceny for contents in the above dwelling (excluding jewellery)	1,00,000	2,00,000	3,00,000
IV	Machinery Breakdown section for items (not less than Rs. 1,000/-) described in the schedule and installed/lying in above dwelling.	30,000	50,000	70,000
V	Personal Accident Insurance on floater basis amongst insured and spouse.	2,00,000	2,00,000	2,00,000

The scope of cover and other terms and conditions for each section of Schedule of Benefits shall be as under:

SECTION-I
(BUILDING AGAINST FIRE AND ALLIED PERILS)
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The Company will indemnify the insured in respect of physical loss or damage to the building as specified in the Schedule and used for dwelling purpose and of construction other than Kutcha/mudhouse, Open shed type caused by:-

1. Fire

Excluding destruction or damage caused to the property insured by

- a) (i) its own fermentation, natural heating or spontaneous combustion
(ii) its undergoing any heating or drying process
- b) burning of property insured by order of a Public Authority

2. Lightning

3. Explosion/Implosion

Excluding loss, destruction or damage

- (a) to boilers (other than domestic boilers) economizers or other vessels, Machinery or apparatus (in which steam is generated) or their contents Resulting from their own explosion/implosion
- (b) caused by centrifugal forces

4. Aircraft Damage

Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves

5. Riot, Strike, and Malicious Damage.

Loss for visible physical damage or destruction by external violent

means directly caused to the property insured but excluding those caused by:

- a) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b) Permanent or temporary dispossession resulting from confiscation, Commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c) Permanent or temporary dispossession of any building or plant or unit or 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.
- d) Burglary, housebreaking, 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 malicious act.

6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation:

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest Hurricane, Tornado, Flood or Inundation.

7. 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

- a) The Insured or any occupier of the premises or
- b) their employees while acting in the course of their employment.

8. Subsidence and Landslide including Rockslide:

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Landslide/rockslide excluding:

- a) the normal cracking, settlement or bedding down of new structures
- b) the settlement or movement of made up ground
- c) coastal or river erosion
- d) defective design or workmanship or use of defective materials.
- e) demolition construction, structural alterations or repair of any property or ground work or excavations

9. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes.

10. Missile Testing operations.

11. Leakage from Automatic Sprinkler Installations:

Excluding loss, destruction or damage caused by

- a) Repairs or alterations to the buildings or premises
- b) Repairs, Removal or Extension of the Sprinkler Installation.
- c) Defects in construction known to the Insured.

12. Bushfire

Excluding loss, destruction or damage caused by Forest Fire.

PROVIDED that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said schedule to be insured there on or in the whole the total sum Insured hereby or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

13. Earthquake (fire and Shock): Including Landslide/Rockslide

resulting there from

but excluding flood or overflow of thesea, lakes, reservoirs and rivers caused by earthquake.

14 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 here by 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.

SECTION-II

(CONTENTS AGAINST FIRE AND ALLIED PERILS)

The company will indemnify the insured in respect of loss or damage to the household contents contained in the dwelling unit described in schedule above caused by the perils described under Section I above.

LIMIT OF LIABILITY: For Plans A, B & C the maximum limit of Company's liability will be Actual loss (Minus depreciation and salvage) or market value or Rs. 10,000/- Rs.20,000/- and Rs.30,000/- respectively. The overall maximum limit for any one event or series of events during the policy period shall be as stated in the schedule.

UNDERINSURANCE/AVERAGE: If in the event of loss or damage it is found that the actual total value of the property exceeds the total value declared to the company then liability of the company shall be restricted to that proportion of the loss or damage as the declared total value bears to the actual total value. Every item, if more than one, shall be separately subject to this condition.

DEFINITION OF ITEM: Any household item lying in the dwelling mentioned in the schedule and used only for domestic purpose. Items used for commercial/business purpose are not covered. In case the item exists and used as a pair/set then the complete pair/set will be taken as a single item for the purpose of applying maximum limit per item.

SECTION-
III (CONTENTS AGAINST BURGLARY)
(Excluding Money and
Valuables)

The Company will indemnify the insured in respect of loss or damage to the contents whilst contained in dwelling unit insured under Section II by Burglary or Housebreaking (excluding larceny and theft)

LIMIT OF LIABILITY: SAME AS UNDER SECTION-II

DEFINITION: For the purpose of this policy the term "Burglary and "House Breaking" shall mean.

- a) Theft of property from the premises covered under the policy following upon felonious entry into the said premises by violent forcible means.
- b) Theft by a person in the premises who subsequently breaks out by violent forcible means.

UNDERINSURANCE/AVERAGE: If in the event of loss or damage it is found that the actual total value of the property exceeds the total value declared to the company then liability of the company shall be restricted to that proportion of the loss or damage as the declared total value bears to the actual total value. Every item, if more than one, shall be separately subject to this condition.

SECTION-IV

(MACHINERYBREAKDOWN)

The Company will pay to the insured in respect of loss or damage to electrical/electronic items mentioned in the schedule whilst contained in dwelling unit, caused solely due to mechanical and/or electrical breakdown. (items having values less than Rs. 1000/- are not covered) with an excess of 1% of the sum insured or a minimum of Rs.250/- on each and every claim of such items.

LIMITS OF LIABILITY:

For Plan A of Households maximum limit of company's liability will be Rs. 30,000/- in overall for one event claim/claims or actual cost of repair/replacement (Minus depreciation and salvage) or the market value of the damaged item whichever shall be less. The under-insurance will be taken into account as per Average Condition. These limits are Rs. 50,000/- and Rs. 70,000/- for Plan B & C respectively.

DEPRECIATION: The rate of depreciation is 10% per annum on parts having limited life subject to maximum of 50%. However on other parts no depreciation is applicable in case of partial losses.

UNDERINSURANCE/AVERAGE: Condition of Average: If the property here by 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. Every item, if more than one, shall be separately subject to this condition.

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.

NOTE: The sum stated in this section in the schedule is included in Section II & III.

SECTION-V

(PERSONAL ACCIDENT INSURANCE OF INSURED OR HIS/HERSPOUSE)

The Company shall pay to the insured or his assignee the sum or sums hereinafter stated, if the insured or his/her spouse (as per schedule provided their age is between 18 to 70 years at the time of acceptance of proposal) shall sustain bodily injury solely and directly caused by accidental external, violent and visible means resulting within Twelve (12) Calendar months of its occurrence in death or permanent disablement as stated hereinafter.

BENEFITS	MAXIMUM CAPITALSUMPAYABLEFORINSUREDORHIS/HERSPOUSE (INRUPEES)		
a)Death	2,00,000	2,00,000	2,00,000
a)Totalandirrecoverablelossof: Sightofbotheyes,ortheactual lossbyphysicalseparationofthe twoentirehands ortwoentirefeet orofonehandandonefoot,such lossofsightofoneeyeandsuch lossof oneentire handor oneentire foot.	2,00,000	2,00,000	2,00,000
c)Totalandirrecoverablelossof: Useof twohandsortwofeet, orofone handandonefoot or ofsuchlossofsightofone eye andsuch lossofuse ofonehand oronefoot,withoutphysical Separation.	2,00,000	2,00,000	2,00,000
d) Total irrecoverablelossof: Thesightofone eyeor loss of use ofonehandoronefoot.	1,00,000	1,00,000	1,00,000
e)Permanenttotalandabsolute disablementdisabling theinsured fromengaginginanyemployment oroccupationofanydescriptionwhatsoe ver	2,00,000	2,00,000	2,00,000

(The maximum liability for one or all losses under this section during the policy period is Rs.2,00,000/-for Plans A,B or C respectively).

EXCLUSIONS

1. SPECIFIC EXCLUSIONS FOR SECTION I

The company shall not be liable in respect of

- i) Loss or damage caused by depreciation or wear and tear.
- ii) Loss by theft during or after the occurrence of any insured peril.
- iii) Loss or damage occasioned by or through or in consequence of:
 - 1) Burning of property by order of Public Authority.
 - 2) Subterranean fire.
- iv) Damage to property which occurs after the house has been left unattended for more than 30

days..

- v) Damage due to Alteration, addition or repair etc.
- vi) Excess: 5% of each and every claim subject to a minimum of Rs. 10000/- for losses arising out of earthquake (Fire and/or shock)

2. SPECIFIC EXCLUSIONS FOR SECTION II

The company shall not be liable in respect of

- 1. Loss or damage to articles of consumable nature.
- 2. Loss or damage to money, securities, stamps, stamp collection, jewellery, bullions, livestock, motor vehicle.
- 3. Loss or damage to deeds, bonds, bills of exchange, promissory notes, shares and stock certificates, manuscripts, documents of any kind or unset precious stones.

3. SPECIFIC EXCLUSIONS FOR SECTION III

The company shall not be liable in respect of

- a) Loss of or damage to insured property without the use of violent & forcible means to enter or exit from the premises.
- b) Loss or damage by burglary and/or housebreaking where the insured or any member of the insured's family residing with him is involved as principal accomplice or accessory.
- c) Loss or damage to money, securities, stamps, stamp collection, jewellery, bullions, livestock, motor vehicle.
- d) Loss or damage to deeds, bonds, bills of exchange, promissory notes, shares and stock certificates, manuscripts, documents of any kind or unset precious stones.
- e) Loss or damage to articles of consumable nature.

4. SPECIFIC EXCLUSIONS FOR SECTION-IV

The company shall not be liable in respect of

- a) 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.
- b) Loss or damage to which the manufacturer or supplier of the property is responsible there by or under contract.
- c) Loss due to depreciation and wear and tear.
- d) Any loss to the item having value less than Rs. 1000/-.
- e) Loss or damage to any insured item under this section by perils which are insurable under sections II & III of this policy.

5. SPECIFIC EXCLUSIONS FOR SECTION-V

The company shall not be liable for:

- 1. Compensation under more than one of the benefits mentioned above in Table under Section-V in respect of same period of disablement arising out of the accident.
- 2. Any other payment after a claim under one of such clauses a, b, c, d & e mentioned under benefits above has been admitted and becomes payable.
- 3. Any payment in case of more than one claim under this section

- during any one period of insurance by which Company's liability in that period would exceed the sum insured as specified in the schedule of insurance.
4. Payment of compensation in respect of injury as a direct consequence of :
 - (i) Committing or attempting suicide, intentional self-injury.
 - (ii) Under the influence of Intoxicating liquor or Drugs.
 5. Whilst engaging in Aviation or whilst 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. Death or disablement resulting from Pregnancy or childbirth.
 7. Death or disablement resulting from Venereal disease or insanity.
 8. Contracting any illness directly or indirectly arising from or attributable to HIV and/or any HIV related illness including AIDS and/or any mutant derivative or variation of HIV or AIDS.
 9. Committing any breach of law with criminal intent.
 10. The disappearance of a person will not be presumptive of his/her accidental death.

GENERAL EXCLUSIONS FOR ALL THESE SECTIONS

The company shall not be liable in respect of

1. Loss, destruction or damages caused by war, invasion act of foreign enemy, hostilities or war like operations (whether war be declared or not) civil war, mutiny, civil commotion assuming the proportions of a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
2. Loss, destruction or damage directly or indirectly caused to the property insured by
 - (a) ionizing radiations or contamination by radioactivity from the any nuclear fuel or from a nuclear waste from the combustion of nuclear fuel
 - (b) the radio active, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
3. Loss, destruction or damage caused to the insured property by pollution or contamination excluding
 - (a) Pollution or contamination which itself results from a peril hereby insured against.
 - (b) Any peril hereby insured against which itself results from pollution or contamination.
4. Loss, destruction or damage to any curios or works of art for amount exceeding Rs. 10000/- or to jewellery, bullion or unset precious stones, manuscripts, plans, drawings, securities obligations or documents of any kind, stamps, coins, or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.
5. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's fees and (ii) Debris Removal by 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.

- 6 Any loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, volcanic eruption or other convulsions of nature except as specifically covered under the policy.
- 7 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 equipment temporarily removed for repairs, cleaning, renovation or other similar purpose for a period not exceeding 60 days.
8. Loss or damage caused by or arising out of intentional/ willful or willful or gross negligence of the insured.

GENERAL CONDITIONS

1. NOTICE: Every notice and communication to the Company required by this policy shall be in writing to the office of the Company through which this insurance is effected.

2 MIS-DESCRIPTION: This Policy shall be void and all premium paid hereon to the Company shall be forfeited in the event of mis-representation, mis-description or non-disclosure of any material particulars.

3 REASONABLE CARE: The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage. The Insured shall exercise reasonable care and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.

4 CANCELLATION: The Company may at any time by seven days notice in writing cancel this Policy in which case the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of Insurance. This Policy may also be terminated at any time at the request of the insured in which case the Company shall retain the premium for the period this Policy has been in force at the short period scales of rates as follows provided no claim has been reported in such case no refund shall be made:-

For a period not exceeding	15 days	10% of the Annual rate
For a period not exceeding	1 month	15% of the Annual rate
For a period not exceeding	2 months	30% of the Annual rate
For a period not exceeding	3 months	40% of the Annual rate
For a period not exceeding	4 months	50% of the Annual rate
For a period not exceeding	5 months	60% of the Annual rate
For a period not exceeding	6 months	70% of the Annual rate
For a period not exceeding	7 months	75% of the Annual rate
For a period not exceeding	8 months	80% of the Annual rate
For a period not exceeding	9 months	85% of the Annual rate
For a period exceeding	9 months	The annual amount.

5. CLAIMS PROCEDURE: -

(i) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this Policy:

a) In the event of theft, lodge forthwith a complaint in writing with the Police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.

b) Give immediate written notice thereof to the Company and shall within Fourteen (14) days thereafter furnish to the Company at his own expense detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.

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(i) If the Insured or any member of the Insured's family named in the schedule sustains any bodily injury in respect of which claim is or may be made hereunder, prompt written notice thereof shall be given to the company immediately but in any event within Fourteen days of the date of injury. If the insured or any member of the Insured's family covered under this Policy shall die, immediate notice of death shall be given by the Insured or the members of the Insured family or Assignee forthwith. In the event of loss of sight or amputation of limbs, written immediate notice thereof must be given after such loss of sight or amputation. All certificates, information and evidence whether from a Medical Attendant or otherwise required by the company shall be furnished at the expense of the Insured or the members of the Insured family or Assignee and shall be in such form and of such nature as the Company may prescribe. The Insured Person must immediately after the occurrence of an accident, which may be the subject of a claim hereunder, obtain medical treatment, failing which the Company shall not be liable for any consequences thereof.

(iii) Any medical or other agent/ investigator 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 and in the event of death, to make a post mortem examination of the Body of the Insured Person. Such evidences as may be from time to time required by the Company shall be furnished and a postmortem examination be furnished within 14 (fourteen) days after demand in writing and in the event of a claim in respect of loss of sight, the Insured or the Insured Person shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem fit.

(iv) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy give immediate written notice thereof to the Company and shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any expense in making good any claim without prior written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without written consent of the Company.

6. CONTRIBUTION: In the event of any loss, damage, liability or expenses covered by this Policy if there shall be any other insurance covering the same loss, damage, liability or expenses whether effected by the Insured or not, this Policy shall pay only so much of the excess of such loss, damage, liability or expenses as is not recoverable under such other insurance, subject always to the limitations of this Policy.

7. FRAUD: If any claim under the Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under the Policy, all benefits under the policy shall be forfeited.

8. INDEMNITY: The Company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit, and in a reasonable and sufficient manner and in no case the Company shall be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage nor more than the Sum Insured by the Company thereon.

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9. AVERAGE: If the property hereby insured shall at the time of any loss or damage be collectively of greater value than Sum Insured thereon then the Insured shall be insurer considered as being his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

10. 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 by the parties in difference or if they cannot agree upon a sole arbitrator within 30 (thirty) 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 hereby clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit under this policy that the award by such arbitrator, arbitrators or presiding arbitrator of the amount of the loss or damage shall be first obtained.

The parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and charges of the presiding arbitrator.

11. DISCLAIMER: It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within 12 (Twelve) calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

12. No sums payable under this Policy shall carry interest under any circumstances.

13. GEOGRAPHICAL SCOPE: Geographical scope of this policy shall be India except for Section 8 (Personal Accident) and Section 10 (Baggage).

14. STATUTORY AND OTHER SAFETY REQUIREMENTS: The insured shall always comply with all statutory and other regulations.

15. 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 the Insured shall be condition precedent to any liability of the Company to make any-payment-under the Policy.

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