# **SWEET HOME INSURANCE POLICY**

Arising out of the difficulty of listing each and every household items and also the fact that sometimes there may not be a need for a Package Insurance cover like Householders Insurance Policy, the need for a simple cover has been felt. To meet such a need of a household, Sweet Home Insurance Policy has been designed.

The Policy provides the scope to insure Building and its contents against Fire, Burglary, Theft and Breakdown risks alongwith Accidental Insurance for self and spouse on Floater basis. The cover can be chosen as per one's requirement from three different plans.

(This is a condensed version. Detailed literature available)

## **GENERAL CONDITIONS**

(a).Section I is compulsory.

(b).The maximum limit of Company's liability will be actual loss (minus Depreciation & Salvage) or market value or the value indicated in the plan chosen whichever is less.

(c).All household items lying in the dwelling mentioned in the schedule and used for domestic purpose only are covered. Item used for commercial/business purpose are not covered.

(d).In case, value at risk at the time of loss happens to be greater than the value for which cover is taken, under insurance will apply.

(e).In breakdown section, maximum payable amount will be actual cost of repair/replacement (minus depreciation and salvage).

WAL INSURANCE COMPANY

Section / rate (Rs.in'0 00)	Cover	Plan A	Plan B	Plan C	What is covered	What is not covered	
I (0.60)	Dwelling house against Fire and allied perils	400000	400000 600000		Fire, lightening, Riot and Strike Malicious & Terrorist damage, Flood and inundation ,Earthquake Storm /tornado/cyclone etc., Impact damage through Animals/Rail/Road	Any damage not mentioned in the preceding column construction. Loss of money securities etc. and also damage to articles of consumable nature	
II (0.60)	Contents in the dwelling against fire and allied perils excluding jewellery	100000	200000	300000	As above	As above	
III (0.43)	Burglary& Housebreaking excluding theft & larceny	100000	200000 न्य	300000 सुपश	Loss/damage to the contents in the residential bldg. due to theft/larceny	Loss or damage where employee of the insured is involved	
IV (2.15)	Machinery breakdown section(minimum valueRs.1000/-)	30000	50000	70000	Damage caused by Electrical or mechanical failure (Excess of !% or Rs.250/- whichever is less)	Loss or damage due to wilfu negligence, faults pre- existing, faults damages for which manufacturer is responsible, transportation cost	
V (0.68)	PA cover on floater basis between insured & spouse	200000	200000	200000	Compensation for death / disablement arising out of accident	Suicide, intentional self injury, act with criminal intent	

# **GENERAL CONDITIONS**

(a).Section I is compulsory.

(b).The maximum limit of Company's liability will be actual loss (minus Depreciation & Salvage) or market value or the value indicated in the plan chosen whichever is less.

(c).All household items lying in the dwelling mentioned in the schedule and used for domestic purpose only are covered. Item used for commercial/business purpose are not covered.

(d).In case, value at risk at the time of loss happens to be greater than the value for which cover is taken, under insurance will apply.

(e).In breakdown section, maximum payable amount will be actual cost of repair/replacement (minus depreciation and salvage).



# THE ORIENTAL INSURANCE COMPANY LIMITED 10<sup>TH</sup> FLOOR HANSALAYA BARAKHAMBA ROAD NEW DELHI

# SWEET HOME INSURANCE

# EXECUTIVE SUMMARY

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AIM AND OBJECTIVE

TO PENETRATE AND PROVIDE INSURANCE PROTECTION TO THOSE SECTIONS OF THE SOCIETY WHICH HAS NOT BEEN CATERED TO SO FAR. THE PRICING OF THE PRODUCT HAS BEEN SO DESIGNED THAT IT WOULD SUIT THE COMMON MAN THAT RANGES BETWEEN RS.252/-TO RS.1076

> SPECIAL FEATURES

THIS POLICY OFFERS COVERAGE ON FIRST LOSS BASIS IN RESPECT OF HOUSEHOLD EFFECTS AGAINST FIRE AND BURGLARY UNDER SECTIONS II & III OF THE POLICY.

THE SUM INSURED UNDER THE PA SECTION TO FLOAT AMONGST BOTH THE INSURED AND HIS/HER SPOUSE

# COVERAGE

THE POLICY HAS FIVE SECTIONS .

<u>SECTION – I</u> COVERS BUILDING AGAINST FIRE & ALLIED

PERILS INCLUDING EARTHQUAKE AT A RATE OF RE.0.60 PER MILLE .

<u>SECTION - II</u> COVERS CONTENTS AGAINST FIRE & ALLIED PERILS INCLUDING EARTHQUAKE AT A RATE OF RE.0.60 PER MILLE. <u>SECTION - III</u> COVERS CONTENTS AGAINST BURGLARY & HOUSE BREAKING (EXCLUDING THEFT AND LARCENY) <u>SECTION - IV</u> COVERS ELECTRICAL/MECHANICAL BREAKDOWN OF ELECTRIC/ELECTRONIC GADGETS INSTALLED AND USED IN THE HOUSE AT A RATE OF RE.0.43 PER MILLE <u>SECTION - V</u> COVERS PA TO BOTH THE INSURED AND HIS/HER SPOUSE

# > SUM INSURED

SECTION - I

THE INSURED HAS BEEN OFFERED AN OPTION TO CHOOSE AMONGST RS.4,RS.6 & RS.8 LACS UNDER THE THREE PLANS NAMELY A B & C RESPECTIVELY.

SECTION - II AND III

THE INSURED HAS BEEN OFFERED RANGE OF RS.1,RS.2 & RS.3 LACS UNDER THREE PLANS NAMELY A, B & C RESPECTIVELY. <u>SECTION – IV</u>

THE INSURED HAS BEEN OFFERED A RANGE OF RS.30000/-, RS.50000/- & RS.70000/- ON THE CHOSEN PLAN OF A B & C RESPECTIVELY.

SECTION - V

OFFERS A COVERAGE TO BOTH INSURED AND HIS/HER SPOUSE FOR A SUM OF RS.200000 /-.

THE PRODUCT HAS BEEN VETTED BY A LEGAL EXPERT AS PER IRDA<sup>S</sup> NORMS.

**RESEARCH AND DEVELOPMENT DEPTT H.O.(HANSALAYA)** 



THE ORIENTAL INSURANCE COMPANY LIMITED 10<sup>th</sup> Floor Hansalaya, Barakahamba Road, New Delhi

# SWEET HOME INSURANCE (ON FIRST LOSS BASIS)

Research And Development Department 10<sup>th</sup> FLOOR HANSALAYA BUILDING BARAKHAMBA ROAD NEW DELHI

## THE ORIENTAL INSURANCE COMPANY LIMITED 10<sup>th</sup> FLOOR HANSALAYA BUILDING BARAKHAMBA ROAD NEW DELHI

# SWEET HOME INSURANCE POLICY (ON FIRST LOSS BASIS) <u>A GIST</u>

- 1. The Householder's Insurance Policy (On First Loss Basis –other than building) is being introduced to cater to the Insurance needs of individual Households. The Householders of a locality, society or an establishment can individually avail of this Insurance policy.
- 2. The building, in which the contents are located if not belonging to the insured, can also be got covered under this policy subject to the condition that the insured is under lease/tenancy agreement.
- 3. Whilst the insurance of building under section I is optional, the PROPOSER can choose the sum insured for his building @ Rs4, 6,8 lacs and contents against fire and burglary, from amongst three Plans A,B &C with respective fixed range of Rs. 1 lac, 2 lac and 3 lac with individual item limits of Rs. 10,000, 20,000 and 30,000 respectively.

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Premium rate: The rate for Section 1 which is optional and covers the building will be not less than Rs.0.60 per mille on the Total Sum Insured and rates for the section 2 which covers contents against Fire and allied perils shall not be less than the following rates:

SCHEDULE										
Selected % of	Charging % of full									
full value cover	value premium									
Up to 25%	50% of Rs.0.60 per mille									
Up to 50%	70% of Rs.0.60 per mille									
Up to 65%	85% of Rs.0.60 per mille									
Up to 75%	90% of Rs.0.60 per mille									
Beyond 75%	Rs.0.60 per mille									

- 5. The rates in respect of Section 3 which covers burglary has been made available to the insuring public are very competitive rates i.e. Rs.0.43 per mille.
- 6 For Machinery Breakdown, the insured is required to specify the items required to be insured in the proposal form along with the details as to model and make and the sum insured for each specified item. The upper maximum limit for all the items so specified are Rs. 30,000/-, Rs. 50,000/- or Rs. 70,000/- under Plan A,B, or C respectively. The sum mentioned under Section II and III is inclusive of the sum mentioned under section IV. In M.B. portion no depreciation is to be deducted in case of partial losses but salvage

value will be accounted for. However, in case of a total loss, the claim is to be settled on the basis of market value, less depreciation less salvage value. However, under insurance, if any, would be taken into consideration at the time of claim. The rate for this section has been fixed at Rs.2.15 per mille

- 7. The policy offers PA coverage to the insured or his/her spouse. The sum insured is Rs. 2 lac, This sum insured is on floating basis i.e. the accidental benefits up to the sum insured are available to the participants in the policy i.e. insured or his/her spouse and in the event of claim for death of one person the other one will be assignee to get the claim. It is to be understood that the sum insured or his/her spouse is insured provided their age is between 18 to 70 years. In case one of them is more than 70 years, then only the other will be insured under this policy. In case both of them are more than 70 years of age, then PA section would be deleted from the scope of the policy. The rate proposed for this section which shall cover Table 1A is Rs.0.68 per mille.
  - The First Loss means the limit of company's liability under section II & III shall be that percentage of the total value declared for insurance which the insured has opted. Suppose property is insured under Plan A and a sofa set is damaged due to operation of an insured peril, in that case the loss settlement would be as under

Total Sum Insured – Rs. 1,00,000 Per Item Limit – Rs. 10,000 Market Value of Sofaset - Rs. 15,000 Sum Insured on first loss - Rs. 10,000 If partial loss

> Assessed Loss – Rs. 6,000 Claim payable – Rs. 6,000 (without application of average clause)

If total loss

Assessed Loss – Rs. 15,000 Claim payable – Rs. 10,000

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8.

The proposer need not enlist the household items as the policy under Section II and III takes care of various items of household and covers these for a specific sum insured beyond which amount the insured would be bearing the loss.

# THE ORIENTAL INSURANCE COMPANY LIMITED REGD;OFFICE; A-25/27 ASAF ALI ROAD NEW DELHI-110 001

## **SWEET HOME INSURANCE POLICY**

Whereas the insured named in the schedule, hereto has made to The Oriental Insurance Company Ltd.,(herein after called the company) a written proposal and declaration 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.

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Section	Cover	Value of the insurable property as declared by the proposer (In Rs.)							
		Plan A	Plan B	Plan C					
Ι	Dwelling House against Fire and Allied Perils	400,000	600,000	800,000					
	Contents which are contained in the above mentioned dwelling at section -I above(excluding jwellery)	1,00,000	2,00,000	3,00,000					
III	Burglary & House breaking excluding theft and larceny for contents in the above dwelling (excluding jwellery)	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 PERILSO

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/mud house, 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 any Public Authority

## 2.Lightning

# **3.Explosion/Implosion**

Excluding loss, destruction of 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 therefrom excluding those caused by pressure

waves.

## 5. Riot, Strike, and Malicious Damage.

Loss of or 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 groundwork 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. Bush fire

Excluding loss, destruction or damage caused by Forest Fire.

PROVIDED that the liability of the Company shall in no case exceed inrespect of each item the sum expressed in the said schedule to be insured thereon 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 the sea, 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 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 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.20000 and Rs.30000 respectively. The overall maximum limit for any one event or series of events during the policy period shall be as stated in the schedule.

<u>UNDERINSURANCE/AVERAGE</u>: 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.

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)

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.

<u>UNDERINSURANCE/AVERAGE</u>: 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.

## SECTION -IV

## (MACHINERY BREAKDOWN)

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:**

The 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 which ever 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.

**<u>DEPRECIATION</u>**: 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.

UNDER INSURANCE/AVERAGE : 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.

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

INSURANCE COMPANY

# <u>SECTION- V</u> (PERSONAL ACCIDENT INSURANCE OF INSURED OR HIS/HER SPOUSE)

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		IUM CAPITAL SUI SURED OR HIS/HE PEES)	
<ul><li>a) Death</li><li>a) Total and irrecoverable loss of:</li></ul>	2,00,000/-	2,00,000/-	2,00,000/-
Sight of both eyes, or the actual loss by physical separation of the two entire hands or two entire feet or of one hand and one foot, such loss of sight of one eye and such loss of one entire hand or one entire foot. c) Total and irrecoverable loss of: Use of two hands or two feet, or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot, without physical separation. d)Total irrecoverable loss of:	2,00,000/-	2,00,000/-	2,00,000/-
The sight of one eye or loss of use of one hand or one foot.	/GHT 00 100,000/-	1,00,000/-	100,000/-
e) Permanent total and absolute disablement disabling the insured from engaging in any employment	ANCE	OWPAT	
or occupation of any description whatsoever	2,00,000/-	2,00,000/-	200,000/-

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(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).

## THE ORIENTAL INSURANCE COMPANY LIMITED 10<sup>th</sup> FLOOR HANSALAYA BUILDING BARAKHAMBA ROAD NEW DELHI

# **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.

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- 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/orshock)

#### **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, live stock, 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.

#### 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, live stock, 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. <u>SPECIFIC EXCLUSIONS FOR SECTION – IV</u>

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 thereby 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. <u>SPECIFIC EXCLUSIONS FOR SECTION -V</u>

- 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 THE SECTIONS

The company shall not be liable in respect of

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- 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 or amounting to 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 any 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.

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.

Loss destruction or damage to any curios or works of art for amount exceeding Rs.10000/- or to jwellery, 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.

- Expenses necessarily incurred on (1) 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. This policy shall be voidable in the event of mis-representation, mis-description or nondisclosure of material particular.

2. All insurances under section I & II this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED such a fall or displacement is not caused by insured perils, loss or damage by which is covered by this policy or would be covered if such building, range of buildings or structure were insured under this policy.

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

Under the following circumstances the insurance ceases to attach as regards the property affected unless the insured, before the occurrence of any loss or damage, obtains the sanction of the company signified by endorsement upon the policy by or on behalf of the company:-

(a) if the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.

(b) If the interest in the property passes from the insured otherwise than by will or operation of law.

This insurance does not cover any loss or damage to property which at the time of the

this any excess marine policy or

happening of such loss or damage is insured by or would, but for the existence of policy, be insured by any marine policy or policies except in respect of beyond the amount which would have been payable under the or policies had this insurance not been effected.

- 5. The insurance may be terminated at any time at the request of the insured, in which case the company will retain the premium at customary short period rate for the time if policy has been in force. This insurance may also at any time be terminated at the option of the company, on 15 days notice that effect being given to the insured, in which case the company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.
- 6. (i) On the happening of any loss or damage the insured shall forthwith give notice thereof to the company and shall within 15 days after the loss or damage, or such further time as the company may in writing allow in the behalf, deliver to the company

a) A claim in writing for the loss or damage containing as particular an account as may be reasonsably practicable of all the several articles or items or property damaged or destroyed and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
b) Particulars of all other insurances, if any

The insured shall also at all times at his own expense produce, procure and give to the

# SPORTS & RECREATION CLUB, AHMEDABAD

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company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external) proofs 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 the liability of the company as may be reasonably required by or on behalf of the company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with.

(ii) In no case whatsoever shall the company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of suit in a court of law then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

On the happening of loss or damage to any of the property insured under section I & II of this policy, the company may,

- a) enter and take and keep possession of the building or premises where the loss or damage has happened.
- b) Take possession of or require to be delivered to it any property of the insured in the building or on the premises at the time of the loss or damage.
- c) Keep possession of any such property and examine, sort, arrange, remove or otherwise deals with the same.
- d) 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 the company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if the claim is made, until such claim is finally determined or withdrawn, and the company shall not by any act done in the exercise or purported exercise of its powers, hereunder, incur any liability to the insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirements of the company or shall hinder or obstruct the company, in the exercise of its powers ler, all benefits under this policy shall be forfeited.

hereunder,

The insured shall not in any case be entitled to abandon any property to the company whether taken possession of by the company or not.

7. .If the claim be 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 the insured of any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the willful act, or with the connivance of the insured, all benefits under this policy shall be forfeited.
8. .If the company at its 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 with any other company or insurer(s) in so doing the company shall not

be bound to reinstate exactly or completely but only as permit and in reasonably sufficient manner and circumstances bound to expend more in reinstatement in no case shall the company be than at would have cost to reinstate such property as it was more than the sum at the time of the occurrence of such loss or damage no insured by the company thereon. If the company so elect to reinstate or replace any property the insured shall at his own expense furnish the company with such plans, specifications measurements, quantities and such other particulars as the company may require and no acts done, or caused to be done by the company a view to reinstate or replace shall be deemed an election by the with company to reinstate or replace. In any case the company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affected the alignment of streets or the construction of buildings or otherwise, the company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if same could lawfully be reinstated to its former condition the 9. .If at the time of any loss or damage happening to any property hereby insured there any other subsisting insurance or insurance whether effected by the insured or by any be other person or persons covering the same property this Company shall not be to pay or contribute more than its ratable proportion of such loss or damage. liable he insured shall at the expense of the company do an concur in doing, and permit to be 10 done, all such acts and things as may be necessary or reasonably required by the company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the company shall be or would become entitled or subrogated, upon its paying for or making goods any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the company. If any dispute or difference shall arise as to the quantum to be paid under this policy 11 (liability being otherwise admitted) such difference shall independently of all ether 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 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 an d 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 hereinbefore provided, if the company has disputed of 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 upon this policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

- 12 Every notice and other communication to the company required by these conditions must be written or printed under recorded delivery.
- 13. 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 burglary or housebreaking, lodge forthwith a complaint with the police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.

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

- 14. All claims shall be payable in Indian Rupees only.
- 15. The claim payable under this policy will not carry any interest or consequential loss of any kind whatsoever.
- 16. In case there is any change in address of the insured under this policy, it has to 24be intimated to the company for passing an endorsement for the continuation of the coverage, otherwise the risk will not be considered covered.



## THE ORIENTAL INSURANCE COMPANY LIMITED 10<sup>th</sup> FLOOR HANALEI BUILDING BARAKHAMBA ROAD NEW DELHI

## DO'S & DON'T IN THE EVENT OF CLAIM ARISING UNDER THE POLICY

## SECTION I & II (Fire and Allied perils for Dwelling Units and Contents therein)

- i) In case of serious fire, assistance of fire brigade should be sought to control and minimise the spread of fire.
- ii) All evidence of damages should be preserved till the loss is assessed by the insurance company's representatives or professional surveyors appointed by them.
- iii) Documentary evidences supporting the loss should be produced to the insurance company or the surveyors assessing the loss.

SECTION III (Burglary and Housebreaking of household goods furniture, fixtures etc.)

- i) Immediately lodge FIR with the nearest police station and obtain a certified copy of the same.
- ii) All evidence of damages should be preserved till the loss is assessed by the insurance company's representatives or professional surveyors appointed by them.
- iii) Documentary evidence supporting the loss should be produced to the insurance company or the surveyor assessing the loss.

SECTION IV (MACHINERY BREAKDOWN)

- 1. In case of any loss to items mentioned in the schedule, the evidence of damage should be preserved till the professional surveyor appointed by the company assesses the loss.
- 2. Documentary evidence supporting the loss should be produced to the surveyor or the office.

SECTION V (Personal Accident of Insured):

- i.) In case of accident, to preserve and furnish to the insurance company, medical certificates about the nature and extent of accident and resulting injuries rendered by the attending Doctor/hospital nursing home.
- ii.) To furnish disability certificate from the attending Doctor/hospital/nursing home.
- iii.) In case of accidental death, to furnish death certificate, postmortem report and/or police report.

## THE ORIENTAL INSURANCE COMPANY LIMITED 10<sup>th</sup> FLOOR HANSALAYA BUILDING BARAKHAMBA ROAD NEW DELHI

#### AMDINSITRATIVE INSTRUCTIONS

#### Sweet Home Insurance Policy (On First Loss basis)

1. The Policy is being introduced to obviate various cumbersome procedures involved in underwriting and settlement of claims. The coverage under this policy is on First Loss Basis for section II and III which covers contents against Fire & allied perils and Burglary. The Policy can be offered to individual household or group of households individually.

2 Insured may opt out of insuring Building portion i.e. Section I. The Insured can choose the sum insured out of the three PLANS i.e. Plan -A for Rs. 1 lac, Plan -B for Rs. 2 lac, Plan-C for Rs. 3 lac but there cannot be any overlapping in the benefits from either of the covers viz. if a person chooses Plan A for Rs. 1 lac sum insured, the benefits for each item damaged/lost will be commensurate with this cover only.

3. For Machinery Breakdown, the insured is required to specify the items to be insured in

the proposal form along with the details as to model and make and the sum insured for each specific item. The limit for all the items specified is Rs.30,000/-, Rs. 50,000/- or Rs. 70,000/- respectively under Plan A, B or C. No depreciation is to be deducted in case of partial losses except on parts having limited life but salvage value will be accounted for whilst settlement of a claim.. However, in case of a total loss, the claim is to be settled on the basis of market value less depreciation (max 50%) less salvage value or the sum insured whichever is less. The items having value not exceeding Rs. 1,000/- cannot be insured. An excess of 1% of the sum insured or a minimum of Rs.250/- on each and every claim admissible under this section.

4. The indemnity limits are not flexible i.e. no pro rata increase can be given under any of the sections.

5. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurance whether effected by the insured or by any other person

or persons covering the same property this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage. 6. The stamp duty will be Rs. 20/- for all the three plans, where however only one of the spouse os covered, the other being above 70 years of age the stamp duty shall be Rs.10. However in the policies where both insured and his/her spouse is more than 70 years age and PA cover is not granted the stamp duty will be Re. 1/-.

7. The agency commission in the policy is 15%.

8. The service tax will be applicable on the final premium .

9. The personal accident section carries the sum insured on floater basis i.e. Insured or his/her spouse maximum up to Rs. 2 lac under Plan A, B & C respectively. In case both the insured and spouse die in the same accident the maximum liability under both the claims will be, Rs. 2 lacs . If one of them expires in the accident the capital sum insured would get exhausted automatically on payment of claim and no PA Cover would be available thereafter. The assignment of PA benefits will be vice versa i.e. between husband and wife (named in the proposal).

10.In the machinery breakdown section items having a value of more than Rs. 1,000/- will be covered . An excess of 1% of the sum insured (under this section) or a minimu Rs.250/- shall be applied on each and every admissible claim.

11.In case there is any change in address of the insured under this policy, it has to be intimated to the company for passing an endorsement for the continuation of the coverage, otherwise the risk will not be considered covered.

12. The proposer need not enlist the household items as the policy takes care of various categories of household items and covers these for a specific sum insured beyond which amount the insured would be bearing the loss. However, items under machinery breakdown section are required to be enlisted.

13.Under Section V both the insured and or his/her spouse is insured PROVIDED their age is less than 70 years, in case the age of either of them is more than 70 years then only his/her spouse is covered provided his/her age is less than 70 years. In case both are more than 70 years age then PA section would be deleted from the scope of the policy. In the event of a death claim for one(insured or his/her spouse), the other one will be the assignee for getting the benefits.

## 14.Premium rate:

The rates for Section I which is optional and covers the building will be not less than Rs.0.60 per mille on the Total Sum Insured .

The rates for the section II which covers contents against Fire and allied perils the rates shall not be less than the following rates:

	SCHEDULE
Selected % of full value cover	Charging % of full value premium
Up to 25%	50% of Rs.0.60 per mille
Up to 50%	70% of Rs.0.60 per mille
Up to 65%	85% of Rs.0.60 per mille
Up to 75%	90% of Rs.0.60 per mille
Beyond 75%	Rs.0.60 per mille

The rates in respect of Section III which covers burglary has been made available to the insuring public are very competitive rates i.e. Rs.0.43 per mille.

The rate for section IV has been fixed at Rs.2.15 per mille .In M.B. portion no depreciation is to be deducted in case of partial losses but salvage value will be accounted for. However, in case of a total loss, the claim is to be settled on the basis of market value , less depreciation less salvage value. However, under insurance, if any, would be taken into consideration at the time of claim.

The rate proposed for section V which shall cover Table 1A is Rs.0.68 per mille. The policy offers PA coverage to the insured or his/her spouse. The sum insured is Rs. 2 lac, .

#### THE OREINTAL INSURANCE COMPANY LIMITED SWEET HOME PLICY PROPOSAL FORM

- \* Floater P.A. either insured or his/her spouse is insured PROVIDED their age is less than 70 years, in case the age of insured is more than 70 years then only his/her spouse is covered provided his/her age is less than 70 years, in case both are more than 70 years age then the PA section would be deleted from the scope of the policy. In the event of death claim for one (insured or his/her spouse), the other one will be the assignee for getting the benefits. In the event of death of both insured and spouse the law of the land shall be applicable.
- \*\* Electrical/Electronic items having value less than Rs. 1,000/- cannot be covered. The details of specifications of household machinery along with its estimated value is required to be mentioned in the proposal form.
- The maximum limit of coverage per household item/pair or set of items is 10% of the total sum declared and insured in the respective section.

(To be filled in DUPLICATE)

- 1. NAME OF PROPOSER
- 2. ADDRESS OF PROPOSER
- PERIOD FOR WHICH INSURANCE IS REQUIRED
   VALUE OF THE PROPERTY :
- 5. ANYOTHER INSURANCE ON THE SAME PROPERTY, IF YES:

from\_\_\_\_\_to\_\_\_\_(A) Building Rs.4 lacs/Rs.6lacs/Rs.8lacs (B)Contents: Re.1 /Rs.2lacs/Rs.3lacs

6.

NAME OF THE SPOUSE FOR THE PURPOSE OF

Name of insured	Age	Location/ Address where property is situated	Plan (Mention) A/B/C/ (excluding jwellery)	Name of Spouse	Age	Item	Machin Make	ery Items Year of mfg.	Sum Insured	% of full cover sought for first loss
	>	k								
		1	I		<b>7</b> 0)		4		9	

#### \*strike out whichever is not opted.

Place

DECLARATION CLAUSE : I hereby declare that particulars contained herein are true and correct and that no material fact has been withheld, misstated or misrepresented and also that this proposal forming part of the company's standard policy shall be the basis of the contract between me and the insurance company.

I further declare that myself/ my spouse will be the assignee for each other for Personal Accident Insurance Cover and in the event of my death of, either of us the receipt given by assignee shall be sufficient discharge to the Company.

#### Date:

SIGNATURES OF INSURED/ PROPOSER&SPOUSE

PROHIBITION OF REBATES (Section 41 of Insurance Act 1939) No person shall allow, or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of premium shown on the policy nor shall any person taking out or renewing or continuing a policy accept any rebate except such rebate as may be allowed in accordance with published prospectus or tables of the insurer.

Any person making default in complying with the provisions of this section shall be punishable with fine which may be extended to five hundred rupees.

# **PREMIUM CALCULATION**

# PLAN-A

Sr. No.	(n	S.I. (max)	Cover	Rate (per	Pre miu m		Options for selecting % of S.I. for charging rate on TSI of respective sections i.e. S										
		(Rs.)		mille		Beyond 75%		75% = 90% of Rs.0.60 per mille		65% = 85% of Rs.0.60 per mille		50% = 70% of Rs.0.60% per mille		25% = 50% of Rs.0.60 per mille			
					•	Rat e	Pre miu m	Rate	Pre miu m	Rate	Pre miu m	Rate	Pre miu m	Rate	Pre miu m		
1.	I – Building *	400000	Fire & Allie perils & E.Q.	ed 0.60	240	R		A	3								
2.	II- Contents #	100000	Fire & Allie perils & E.Q.	ed 0.60	60	0.60	60	0.54	54	0.51	51	0.42	42	0.30	30		
3.	III- Burglary #	100000	Burglary/ House breaking (except larceny & theft)	0. 43	043	0.43	043	0.39	039	0.37	037	0.30	30	0.22	22		
4.	IV –Break down	30000	Electrical Mechani- cal break down	2.13	064	5		7	JE			*					
5.	PA (1+1 )**	200000	Table IA	0.68	136		<b>9</b> D			4.		9					
	PART – I PREMIUM INCLUSIVE	OF	Gross premium	TT P	543	7	543		533		528		512		492		
	BUILDING		8% service tax		043		043		043		042		041		039		
			Net prem.		586		586		576	A9	570		553		531		
	PART – I PREMIUM EXCLUDING		Gross premium		303	/R/	303	JE	293		288		272		252		
	BUILDING.		8% service tax		024		024		023		023		022		020		
			Net premium		327		327		316		311		294		272		

\*15% cushioning on the sum insured declared and opted.

\*\* Sum insured to float amongst the insured and his/her spouse

# Coverage on First Loss Basis.

PREMIUM CALCULATION

Sr.	Section	S.I.	Cover	Rat	Pre	0							premium		
No.		(Max) (Rs.)		e (per mille	mium	Beyond 75%		rate on TSI of re 75% = 90% of Rs.0.60 per mille		65% = 85% of Rs.0.60 per mille				25% = 50 of Rs.0. per mi	
						Rate	Pre miu m	Rate	Pre miu m	Rate	Pre miu m	Rate	Pre mium	Rate	Pre mium
1.	I – Building *	600000	Fire & Allie perils & E.Q.		360	52	वा		ġ	20					
2.	II- Contents #	200000	Fire & Allic perils & E.Q.	ed 0.60	120	0.60	120	0.54	108	0.51	102	0.42	84	0.30	60
3.	III- Burglary #	200000	Burglary/ House breaking (except larceny & theft)	0.43	086	0.43	086	0.39	078	0.37	074	0.30	60	0.22	44
4.	IV –Break down	50000	Electrical Mechani- cal break down	2.15	108	K							*		
5.	PA (1+1 ) **	200000	Table IA	0.68	136		10	5							
	PART – I PREMIUM INCLUSIVE (	OF	Gross premium		8 10	VSI	810		790 J R G	310	780	1411	748		708
	BUILDING		8% service tax		065		065		063		062		60		057
			Net prem.	Ca.	875		875		853		842		808		765
	PART – I PREMIUM EXCLUDING BUILDING.		Gross premium		450	UF	450 RAN	ICE	430 CO	MI	420		388		348
			8% service tax		036		036		034		034		031		028
			Net pre mium		486		486		464		454		419		376

\*15% cushioning on the sum insured declared and opted.

\*\* Sum insured to float amongst the insured and his/her spouse

# Coverage on First Loss Basis.

# PREMIUM CALCULATION

	<u>P</u>	LAN -	<u>C</u>												
Sr. No.	Section	S.I. Cov (Max) (Rs.)	Cover	Rat e (per mille	per mium				for selecting % of rate on TSI of r 75% = 90% of Rs.0.60 per mille			ng % of premium ns i.e. Sec.II & III 50% = 70% of Rs.0.60% per mille		25% = 50% of Rs.0.60 per mille	
						Rat e	Pre miu m	Rate	Pre miu m	Rate	Pre miu m	Rate	Pre mium	Rate	Pre mium
1.	I – Building *	800000	Fire & Allieo perils & E.Q	0.60	480	0.60	480	रेंस							
2.	II- Contents #	300000	Fire & Allieo perils & E.Q.	0.60	180	0.60	180	0.54	162	0.51	153	0.42	126	0.30	90
3.	III- Burglary #	300000	Burglary/ House breaking (except larceny & theft)	0.43	129	0.43	129	0.39	117	0.37	111	0,30	090	0.22	66
4.	IV –Break down	70000	Electrical Mechani- cal break down	2.15	151	K	35						*		
5.	PA (1+1 ) **	200000	Table IA	0.68	136										
	PART – I PREMIUM INCLUSIVE (	PREMIUM			1076		1076		1046		1031		983		923
	BUILDING		8% service tax		086	VSL	086 /GF	17 0	084		082		079		074
			Net prem.		1162		1162		1130		1113		1062		997
	PART – I PREMIUM EXCLUDING			A	596		596		566	MP	551		503		443
					048		048	IUE	045		044		040		035
			tax Net pre mium		644		644		611		595		543		478

\*15% cushioning on the sum insured declared and opted.

\*\* Sum insured to float amongst the insured and his/her spou

# Coverage on First Loss Basis.

