

POLICY AND INSURANCE CONTRACT

Thank You for choosing Smart Home All Risk **Policy** to protect **Your** home and personal possessions. The **Proposal** and declaration provided by **You** to TATA AIG General Insurance Company Limited (hereinafter called the "Company"), forms the basis of this insurance and having received **Your** premium. **We** will indemnify **You** for any losses occurring, under the **Coverages opted** during the **Cover Period** subject to terms and conditions of the **Policy**.

I. Your Policy includes:

- a. This **Policy** document.
- b. **Your** Schedule/Certificate of Insurance which tells **You**:
 - **Your** personal details and details of the property(s) covered under the **Policy**
 - Coverages that apply to **You** and the **Cover Period** during which cover is in force
 - The **Sum Insured** for each cover and any limit and sub limits and **Excess** that apply to **Your** cover
 - Details of Add on cover(s) if opted that apply to **Your Policy**
 - Any special terms, conditions and exclusions that apply to **Your** cover
 - **Your Policy** number and Premium
- c. Any Endorsement attached and forming part of **Your Policy**
- d. The **Proposal** and all declarations made by **You** or on **Your** behalf.

II. General Definitions

Terms with a specific meaning are defined below and have same meaning wherever they appear with the initial Letter in Bold and Capital:

Words	Meaning
1. Accident/ Accidental	Means sudden, unforeseen and involuntary event caused by external, visible and/or violent means.
2. ATM	Means an Automated Teller Machine
3. Bank	Means a Bank or any financial institution

4. Building	<p>Means a Flat or Apartment or Independent house, owned by You or for which You are liable for Insurance, which is not of Kutchra Construction, and includes all permanent fixtures and fittings and interior decorations unless specified otherwise in Your Policy.</p> <p>Also includes additional structures used as part of Your Building and owned by You or for which You are liable for Insurance, unless specified otherwise in Your Policy, such as:</p> <ul style="list-style-type: none"> • garages, parking spaces, domestic outhouse, garden sheds, courts, swimming pools, tanks, pump rooms, bio gas plants and the like • Ornamental fountains and ponds, lamp posts, house signs, drives, patios, internal paths, walls, gates, fences, terraces, porch and the like • installed solar panels attached to the structure of the home, wind turbines, centralized air conditioning systems, central heating systems and the like, if not included in Contents Cover • any other structure shown in Your Policy <p>Provided it is used for the purpose of residence by You and/or Your family, tenant, licensees or employee</p>
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<p>5. Contents</p>	<p>Means Household goods and other personal belongings including new purchases during the Cover Period, all of which is present and which You and/or Your Family members residing with You own and/or are responsible for, inside Your residence. This Includes Furniture, Electrical and Electronic Appliances, Crockery, Cutlery, Utensils, Clothing, Drapery, Personal money, other Household Articles or as specifically mentioned in Your Policy, stored or lying in the Building mentioned in Your Policy but excludes Portable Electronics, Jewellery, Fine Art and Valuables, Bonds, Cheques, Personal Papers and Payment Cards.</p>	<p>12. Jewellery</p>	<p>Means articles of personal adornment containing gemstones, silver, gold, platinum, or other precious metals. This also includes gemstones, gold coins and gold bars, if specifically mentioned in Your Policy.</p>
<p>6. Cover Period</p>	<p>Means the period of time as mentioned in Your Policy during which each cover is valid and operative</p>	<p>13. Kutcha Construction Buildings</p>	<p>Means 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 the like.</p>
<p>7. Domestic Staff</p>	<p>Means any person employed by You solely to carry out domestic duties associated with Your Building, but does not include any person employed in any capacity in connection with any business, trade or profession.</p>	<p>14. Larceny</p>	<p>Means unlawful taking and carrying away of any items belonging to You and/or Your Family with the purpose of depriving You and/or Your Family of its possession permanently.</p>
<p>8. Excess</p>	<p>Means the amount stated in Your Policy, which shall be borne by You in respect of each and every claim made under the Policy</p>	<p>15. Policy</p>	<p>Means the Proposal, Covering letter, Policy wording, Schedule/Certificate of Insurance and Endorsements attached either at the inception or during the Cover Period</p>
<p>9. Family</p>	<p>Means Your Spouse, children, parents/Parents-in law or any other specified person who is not paying commercial rent declared by You and residing in Your residence.</p>	<p>16. Policy Period</p>	<p>Means the period of time as mentioned in Your Policy during which the Policy is in force. It is the maximum tenure during which any cover under this Policy shall be valid and operative.</p>
<p>10. Fine Art</p>	<p>Means painting, etching, sculpture, antiques, curios, and other bonafide works of art with historical value or artistic merit.</p>	<p>17. Policy Holder/ Insured</p>	<p>It means person or entity or organization as mentioned in Your Policy.</p>
<p>11. Injury</p>	<p>Means Accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.</p>	<p>18. Proposal</p>	<p>Means any initial or subsequent declaration made by You for obtaining this insurance and is deemed to be attached and which forms a part of this Policy</p>

<p>19. Portable Electronics</p>	<p>Means Portable electronic equipment like Mobile Phones (including Smartphones and Feature phones), Tablets, E-Readers, Wearables, Internet of Thing Devices, Laptops, Gaming Consoles and Bluetooth Speakers which are portable in nature or any other similar portable electronic item mentioned in Your Policy. Provided that such Portable electronic equipment at the time of loss are not more than 3 years old from purchase date and Provided that Such Portable Electronics are not refurbished and second-hand purchase</p>	<p>23. Total Loss</p>	<p>Means a situation where the Insured property is completely destroyed, lost or damaged beyond retrieval or repair or if the cost of replacement, repair or reinstatement, of Insured property is equal to or more than the Sum Insured as mentioned in Your Policy or any applicable limits or sublimits.</p>
<p>20. Strong Room</p>	<p>Means areas designated as a storeroom for sensitive material including cash which are secured with password or are locked with standard strong lock and key.</p>	<p>24. Unoccupied</p>	<p>Means Your Building remains Unoccupied by You and/or Your Family for more than (Ninety) 90 consecutive Days.</p>
<p>21. Sum Insured</p>	<p>Means the monetary amount shown against each Coverage under the Policy which shall be Our maximum liability</p>	<p>25. Valuables</p>	<p>Means: a. Portable Equipments which include Cycle, Golf Kit, Sports Equipments b. Watches c. Personal Medical Devices such as Blood Pressure Machines, Sugar Testing Machines and hearing aids. And d. Or any other item as specifically mentioned in Your Policy</p>
<p>22. Theft</p>	<p>Means an act of directly, illegally and permanently depriving You of Your possession of any of the covered articles by any person by violent or forceful means or otherwise.</p>	<p>26. We, Us or Our</p>	<p>Means TATA AIG General Insurance Company Ltd.</p>
		<p>27. You, Your or Yourself</p>	<p>Means the Policy Holder/Insured.</p>

COVERAGES

This **Policy** covers **You** against all risks of physical loss or damage by any fortuitous cause, other than those specifically excluded, to **Your Building, Contents, Portable Electronics, Jewellery** and Fine Art and **Valuables**, upto the **Sum Insured** as specified in **Your Policy** and subject to Terms, Conditions, Definitions, Limitations, Exclusions and Warranties contained herein or endorsed or specified in **Your Policy**.

I. BUILDING ALL RISK

a. Sum Insured Options:

<p>A. Re-Construction Value Basis</p>	<p>B. Agreed Value Basis (Applicable for Flat/ Apartment Only)</p>
<p>The Sum Insured for this Cover is the prevailing Cost of Construction of Your Building, on the Policy Start Date, as declared by You and accepted by Us.</p>	<p>If Your Building is a flat or apartment in a Multi-storied Building, You can choose the Sum Insured on Agreed Value Basis, based on one of the below and as mentioned in Your Policy:</p>

Cost of Re-Construction refers to the amount required to construct **Your Building** on the **Policy** Start Date. This amount is calculated as follows: *Area of the "Building" (Square Feet or Square Meter) indicated in the Registered Sale Deed Agreement / Purchase Agreement X Rate of Cost of Construction on the Policy Start Date.* For **Cover Period** more than 1 year, **We** will automatically increase **Your Sum Insured** during the **Cover Period** by 10% per annum on each anniversary of **Your Policy** without additional premium for a maximum of 50% of the **Sum Insured** at the **Policy** Start Date.

- a. **Sum Insured** = the Carpet Area of the structure as mentioned in the Registered Sale Deed Agreement X the Ready Reckoner rates issued by the Revenue Department of the State Government for the locality in which the Flat/ Apartment is situated; or
- b. **Sum Insured** = The amount mentioned in the Registered Sale Deed Agreement; or
- c. **Sum Insured** = The amount mentioned in the Valuation Report of a Government Approved Valuer and accepted by Us

b. What We will pay:

Total Loss	Partial Loss
<p>When Sum Insured is on Re-Construction Value Basis:</p> <ul style="list-style-type: none"> I. If Your Building is a Total Loss, We will pay You the cost of reconstructing or reinstating on the same site or any other site with the property of the same kind or type but not superior to or more extensive than the Insured Building when new as on the date of loss. II. Provided the repairs are carried within 24 months from the date of loss or damage or within such further time as Company may in writing allow. III. We will pay only when expenditure for reconstructing or reinstating the property has been incurred and necessary documentary proof submitted to Us. IV. If You do not reconstruct or reinstate Your Building, the basis of settlement shall be the Cost of Reconstruction of the said Flat /Apartment of the same kind or type but not superior to or more extensive than the Insured Flat/ Apartment when new as on Date of the Loss. <p>Where Sum Insured is on Agreed Value Basis:</p> <ul style="list-style-type: none"> I. If Your Building (Flat/Apartment) is a Total Loss, You may at Your Option may reconstruct or reinstate the damaged Flat/Apartment only (and not any premises/ structure/ infrastructure/ support/ access/ supporting walls/ appurtenant thereto or annexed therewith) and We will pay You the cost of Reconstructing or reinstating on the same site, Flat/Apartment of the same kind or type but not superior to or more extensive than the Insured Building when new as on the date of loss. <ul style="list-style-type: none"> a. Provided the repairs are carried with 24 months from the date of loss or damage or within such further time as Company may in writing allow. b. We will pay only when expenditure for reconstructing or reinstating the property has been incurred and necessary documentary proof submitted to Us. 	<p>When Sum Insured on Re-Construction Value Basis & Agreed Value Basis (Applicable to Both):</p> <ul style="list-style-type: none"> I. If Your Building is a partial loss, We will reimburse the actual cost to repair it to a condition substantially the same as its condition at the time of damage or loss without any deduction for depreciation. II. Provided the repairs are carried with 12 months from the date of loss or damage or within such further time as Company may in writing allow.

<p>II. If You opt to retain the damaged Flat/Apartment but do not intend to Reinstate or Reconstruct, of the said Flat /Apartment of the same kind or type but not superior to or more extensive than the Insured Flat/ Apartment when new as on Date of the Loss.</p> <p>III. If You opt not to reconstruct or reinstate the damaged Flat/ Apartment or retain the damaged Flat/Apartment and instead opt to abandon the Flat/Apartment to Us including vesting in Us all rights of the Insured appurtenant there to including the right to Reconstruct the same, in which case the amount payable shall be the Sum Insured specified in Your Policy</p> <p>a. Provided You execute in favor of the Company a Deed of Relinquishment to relinquish all Your rights with respect to the Insured property in consideration of the Company paying You the claim and for this purpose provide Us the following documents:</p> <p>i. A Power of Attorney executed by the Insured in favor of the Company stating that upon the Company paying to the Insured the claim under the said Policy, the Company would be subrogated to all rights that the Insured has with respect to the Insured property.</p> <p>ii. If the Flat/Apartment belong to any Society or Association, No Objection Certificate stating that the Society or Association does not object to the subrogation and vesting with the Company, the rights transferred by the Insured in favor of the Company</p> <p>iii. An up to date no-dues certificate issued by such Society or Association.</p> <p>iv. A no encumbrance certificate of the Insured property which is up to date.</p> <p>b. Provided that the Company shall be entitled to deduct from the claim amount all the expenses such as registration fee, stamp duty or other incidental expenses incurred or to be incurred by the Company for the purpose of the executing the afore stated Deed of Relinquishment and the registration thereof.</p>	
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- c. **The maximum We will pay for all items together is the Sum Insured shown in Your Policy for this Cover subject to any limit or Excess If specified in Your Policy other than the following:**
- If loss or damage to the **Building** covered under the **Policy** results into following expenses, **We** will pay additional amount subject to the terms, conditions and limit mentioned therein.
- a. **We** will pay
- i. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer.
 - ii. up to 2 % of the claim amount for reasonable costs of clearing debris from the site
- b. **Loss of Rent or Rent for Alternative accommodation: We** will pay the amount of rent **You** lose or alternative rent **You** pay,

while **Your Building** is not fit for living because of physical loss, damage or destruction due to a claim that **We** have accepted under **Building**, subject to the following:

- i. If **Your Insured Building** is rented out, **We** will pay as Loss of Rent, the actual loss of monthly rent or 0.5% of the **Building All Risk Sum Insured** per month, whichever is lower. The maximum period for which **We** will pay is 12 months.
 - ii. If **Your Insured Building** is self-occupied by **You**, **We** will pay as Rent for Alternative Accommodation, the actual rent payable for an alternative accommodation of similar area in the same **Building/society/colony** or 0.5% of the **Insured Building All Risk Sum Insured** per month, whichever is lower, provided such alternative accommodation is taken within 1 months of date of loss. The maximum period for which **We** will pay is 12 months.
 - iii. **You** must submit a certificate from an architect or the local authority to show that **Your Building** is not fit for living.
 - iv. **You** can claim either for Loss of Rent or Rent for alternative accommodation and not both for **Your Insured Building** for the same loss event.
- d. **We will pay for the following additional benefits subject to the terms, conditions and limit mentioned therein.**
- I. **Temporary Shifting Cover:** **We** will reimburse maximum upto Rs. 1,00,000/- for the following expenses if **Your Insured Building** is certified as unfit to live by an Architect or a local authority necessitating **Your** shifting in an alternative accommodation. Expenses covered are:
 - i. Cost of packing, transportation and unpacking which **You** incur in relocating **Contents** from **Insured Building** to an alternate accommodation and bringing back to **Insured** premise.
 - ii. Cost of emergency contingency purchase like purchase of food, medicines, clothes, infant essential items.

- iii. Expenses incurred on interim accommodation in Hotel for a maximum period of 5 days subject to maximum of Rs 10000/-per day.

This benefit is not applicable for Short-term policies i.e. policies with **Cover Period** less than a year.

- II. **Leak / Seepage Tracing expense:** **We** will pay expenses incurred up to Rs.10000/- to find and access the point of escape of water leakage from **Your Building's** pipeline and roof/ceiling to prevent further damages to **Your Insured** property. These expenses will be paid for maximum two events in case of Policies with **Cover Period** more than a year, and one event in case of policies with **Cover Period** of one year. Payment under this benefit will be subject to previous Claim free **Policy** Year in a multiyear **Policy** or previous Claim free **Policy** Year on Renewal of **Policy**. This benefit is not applicable for Short-term policies i.e. policies with **Cover Period** less than a year.

e. Sum Insured Restoration

- 1) **Sum Insured is restored:** Except as stated below in point no. 2), this cover will at all times be maintained during the **Cover Period** to the full extent of the **Sum Insured**. This means that after **We** have paid for any loss, the **Policy** shall be restored to the full original amount of **Sum Insured**. **You** must pay to **Us** proportionate premium for the unexpired **Cover Period** from the date of loss. **We** can also deduct this premium from the net claim that **We** must pay **You**.
- 2) **Sum Insured gets exhausted:** In the event of a **Total Loss** to **Your Building** where **We** pay **You** the full **Sum Insured**, the insurance cover will automatically end.

II. CONTENTS ALL RISK

a. Sum Insured Options

The **Sum Insured** for **Your Contents** is the current replacement cost of the items by an identical new item or item of similar kind and specification.

b. What We will pay

Total Loss	Partial Loss
In case of Total Loss, We will pay Replacement Cost of the Insured item by a new item or item of similar kind and specification without any deduction for wear & tear and depreciation less the salvage value.	In case of Partial Loss, We will reimburse You the cost of repair of the item to a condition substantially the same as its condition at the time of loss or damage without any deduction for wear & tear and depreciation.

c. **The maximum We will pay for all items together is the Sum Insured shown in Your Policy for this Cover subject to any limit or Excess If specified in Your Policy and subject to following:**

- i) **We will pay You** upto 1% of Content All Risk **Sum Insured** or Rs 25,000 whichever is less against loss of Cash kept in locked safe(s) or Strong Room of **Your Building** due to robbery, burglary, housebreaking, or hold up
- ii) **Single Item Limit:**
 - **We will pay** upto the Single Item Limit as mentioned in **Your Policy**
 - If **Your Policy** doesn't specify a Single Item Limit then, **We will pay** upto 20% of Content All Risk **Sum Insured** or INR 400,000, whichever is lower for any single Content
 - This limit is not applicable for any item of Content which is declared and specified in the **Policy**

d. **We will pay for the following additional benefits/services subject to the terms, conditions and limit mentioned therein.**

- i. **Lock and Key:** **We will reimburse You** the expenses incurred upto Rs 5000/- as Locksmith charges to produce a new key or replace by a New Lock including its fitting in the event of **Your** home key, is lost or stolen during the **Cover Period**. These expenses will be paid for maximum two events during the **Cover Period** in case of Policies with **Cover Period** more than a year, and one event in policies with **Cover Period** of one year. This benefit is not applicable for Short-term policies i.e

policies with **Cover Period** less than a year.

II. **Preventive Maintenance Services upon Digital Usage:**

We encourage You to download and register **Yourself** on **Our** Customer application app for experiencing **Our** seamless and improved service. If **You** register, then **You** will be eligible for Preventive Maintenance Services of up to Rs.500/- towards periodic routine maintenance of **Your Contents** in order to maintain/improve its condition and safety and prevent/reduce any unexpected loss due to **Insured** perils. This will not be eligible for Short term policies i.e. policies with **Cover Period** less than a year. This service may be availed only once during lifetime of **Policy**.

III. **PORTABLE ELECTRONICS ALL RISK**

a. **Sum Insured:**

The **Sum Insured** for **Your Portable Electronics** is the current replacement cost of the items by an identical new item or item of similar kind and specification.

b. **What We will pay:**

Total Loss	Partial Loss
In case of Total Loss, We will pay the current replacement cost of the Insured item by a new item or item of similar kind and specification without any deduction for wear & tear and depreciation less the salvage value	In case of Partial Loss, We will reimburse You the cost of repair of the item to a condition substantially the same as its condition at the time of loss or damage without any deduction for wear & tear and depreciation.

c. **The maximum We will pay for all items together is the Sum Insured shown in Your Policy for this Cover subject to any limit or Excess If specified in Your Policy and subject to following:**

- 1. **We will not pay** for more than the item sum Insured (if specified) for any one item for Total Loss or Partial Loss of that Item
- 2. **We will pay** upto the Single Item Limit

mentioned in **Your Policy** for any item of **Portable Electronics** (or upto 20% of **Portable Electronics** All Risk **Sum Insured**, if Single Item is not Specified), if itemised value is not declared and specified in **Your Policy**.

3. You must submit invoice copy of the **Portable Electronics** as proof of ownership, value, and age of the item in the event of loss.
4. If any item of **Portable Electronics** is a **Total Loss**, and **We** pay **You the Sum Insured** as agreed for such item, then the insurance cover for that item will automatically **end and Sum Insured** will stand reduced by the amount of claim paid to **You**.
5. **We** will pay for loss or damage to **Your** Portable Electronic occurring anywhere in India, unless otherwise specified in **Your Policy**.

IV. JEWELLERY ALL RISK

a. Sum Insured:

The **Sum Insured** for **Jewellery** shall be on Agreed Value Basis, as agreed by **You** and Us

b. What We Will pay:

Total Loss	Partial Loss
In case of Total Loss , We will pay the agreed Value Sum Insured specified for the Jewellery item as mentioned in Your Policy .	In case of Partial Loss, We will pay the cost to repair or reinstate the Jewellery item to its state immediately prior to the happening of the loss.

c. The maximum We will pay for all Jewellery items together is the Sum Insured shown in Your Policy for this Cover subject to any limit or Excess If specified in Your Policy and subject to following:

1. **We** will not pay for more than the sole value of an item comprising part of a pair or set or not more than a proportionate part of the value of the pair or set whichever is less, without reference to any special value which such item may have had as a part of such pair or set.

II. **We** will pay upto the Single Item Limit mentioned in **Your Policy** for any item of **Jewellery** if itemised value is not declared and specified in **Your Policy**.

III. **Newly Acquired Jewellery: We** will cover **Your** newly acquired **Jewellery** during the **Cover Period** provided **You** already have a **Sum Insured** shown in **Your Policy** under the **Jewellery** cover and the maximum **We** will pay is Rs.4,00,000 or 25% of the **Jewellery** All Risk **Sum Insured** whichever is less. For appropriate cover under this **Policy**, **You** must request cover for all newly acquired **Jewellery** item within the first thirty (30) days after **Your** acquisition and pay any additional premium from the date acquired. **We** reserve the right not to insure the newly acquired **Jewellery** once thirty (30) days after the acquisition of such items has elapsed.

d. **We** will pay for loss or damage to **Your Jewellery** items occurring any where in India unless otherwise specified in **Your Policy**.

V. FINE ARTS AND VALUABLES ALL RISK

a. Sum Insured:

The **Sum Insured** for Fine Art and **Valuables** shall be on Agreed Value Basis, agreed by **You** and Us.

b. What We Will pay:

Total Loss	Partial Loss
In the case of Total Loss , We will pay the Agreed Value Sum Insured specified for the item as mentioned in Your Policy less the salvage value.	In case of Partial Loss, We will pay the cost to repair or reinstate the item to its state immediately prior to the happening of the loss.

c. The maximum We will pay for all Fine Art and Valuables items together is the Sum Insured shown in Your Policy for this Cover subject to any limit or Excess If specified in Your Policy and subject to following:

1. **We** will not pay for more than the sole value of an item comprising part of a pair or set, without reference to any special value which such item may have had as a

- part of such pair or set and not more than a proportionate part of the value of the pair or set
- II. If **Your Policy** shows any item wise limit for any category, such limit is the maximum **We** will pay for any item in that category.
 - III. **Newly Acquired Fine Arts and Valuables:** **We** will cover **Your** newly acquired Fine Art and **Valuables** provided **You** already have a **Sum Insured** shown in **Your Policy** under Fine Art and **Valuables** cover. The most **We** will pay is Rs.4,00,000 or 25% of the Fine Art and **Valuables** All Risk **Sum Insured**. For appropriate cover under this **Policy**, **You** must request cover for all newly acquired Fine Art and **Valuables** item within the first thirty (30) days after **Your** acquisition and pay any additional premium from the date acquired. **We** reserve the right not to insure the newly acquired Fine Art and **Valuables** once thirty (30) days after the acquisition of such items has elapsed.
 - d. **We will pay for loss or damage to Your Fine Art and Valuables items occurring anywhere in India unless otherwise specified in Your Policy.**
5. Loss or damage or destruction arising directly or in consequence of:
 - a. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
 - b. chemical or biological emission, release, discharge, dispersal or escape or exposure of any kind.
 - c. Loss, damage or liability arising directly or indirectly from seepage, pollution or contamination; however, such seepage, pollution or contamination may have been caused.
 - d. asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind.
 6. Mysterious disappearance and Unexplained Losses.
 7. **Loss by Rodents, Insects, Birds, Vermin or Domestic Pets:** **We** do not cover any loss or damage caused by rodents, insects, birds, vermin or domestic pets. However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

GENERAL EXCLUSIONS (What We do not cover in the Policy)

The **Policy** does not cover Loss or damage to the **Insured** property by or due to or arising from:

1. **We** do not cover any loss or damage caused by:
 - a. wear and tear, gradual deterioration.
 - b. inherent vice, latent defect, mechanical or electrical breakdown;
 - c. Mould or fungus or wet or dry rot;
 - d. warping or shrinkage, rust or other corrosion, smog,
2. **Existing Damage:** **We** do not cover any loss or damage which occurred prior to the **Cover Period**
3. **Mis-representation,** Mis-description or Non-Disclosure of any material particulars/information/facts.
4. Loss or Damage or Collapse of **"Building"** due to structural defects, poor maintenance, workmanship
8. Loss or damage or destruction due to **Your** or **Your Family's** negligence or any willful, intentional, deliberate or criminal act or resistance to arrest by **You** or **Your Family** or any other person with **Your** involvement.
9. Loss or damage directly or indirectly, proximately or remotely occasioned by or contributed to or traceable to or happening through in consequence of war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not) civil war, mutiny, rebellion, revolution, insurrection, conspiracy, military or usurped power.
10. Where the **Insured Building** (except in case of domestic/residential rental use) / **Contents/ Jewellery / Portable Electronics** & Fine Art and **Valuables** are used for commercial, rental or profit generation purposes.
11. Any loss or damage caused by or resulting from the nationalization, requisition, destruction,

- confiscation of or damage to property by or under the order of any government or public or local authority
12. Under Building All Risk cover any loss or damage caused to or by or resulting from Unauthorised Structures.
 13. Loss or damage to the **Contents** or Fine Art and **Valuables** or items in Refrigerator/Fridge or similar type of Cold Storage caused by extremes of temperature, dampness or dryness of atmosphere or water vapour.
 14. Loss or damage to Livestock, Motorcycles and Vehicles of any description.
 15. Loss Destruction of or Damage to articles of **Consumable Nature**
 16. Under Contents All Risk Cover - Breakage, Cracking or Scratching of Crockery, Glass, Cameras, Binoculars, Lenses, Musical Instruments, Sports Gear and similar articles of brittle or fragile nature, unless caused by fire.
 17. Over Winding, Denting or Internal Damage of Watches and Clocks.
 18. Loss or damage caused by or resulting from dyeing, bleaching, repairing, restoring, retouching or renovation
 19. Manufacturing defects in Electrical, Mechanical and Electronic Items for which the manufacturer is responsible
 20. Loss or damage arising out of improper handling, dismantling, fitting, adjustment, repair, alteration or modification not approved by the makers/manufacturers and/or the agents of makers/manufacturers or use of such property contrary to the directives of the makers/manufacturers and/or his agents.
 21. Loss of or damage to the property **Insured** under this **Policy** falling under the terms of the maintenance agreement. Or liable to be repaired or made good by a third party under any contract of agreement
 22. Loss of **Insured** property from safe inside **Building**, following use of the key or any duplicate thereof or access code to the safe belonging to the **Insured**, unless this has been obtained by threat or by violence.
 23. Loss, destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
 24. Damage to property not belonging to or held in trust by or in the custody or control of the **Insured**
 25. Any consequential Loss or damage or destruction, loss of use, delay or loss of markets, loss of income, reduction in functionality or value, or increased cost of working.
 26. Loss or damage or destruction or consequential loss directly caused by, consisting of, or arising from:
 - a. any functioning or malfunctioning of the internet or similar facility, or of any Intranet or private network or similar facility,
 - b. any corruption, destruction, distortion, erasure or other Loss or damage or destruction to data, software, or any kind of programming or instruction set,
 - c. loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of **Yours** to conduct business.
 27. Loss or damage to **Insured Portable Electronics, Jewellery** and Fine Art and Valuable items, contained in checked in baggage while in transit.
 28. Any loss or damage to the **Insured** property or to the general public and/or legal liability arising out of immoral or unethical use of **Insured** property
 29. Loss or damage due to **Theft** from a car unless such **Theft** occurred by violent and visible means from an enclosed Vehicle that had its windows closed and locks (and other security devices, if any) properly applied
 30. Loss or damage whilst the item is being conveyed by any carrier under a contract of affreightment.
 31. Loss or Damage whilst in the custody of any person other than **You, Your Family** or **Bank** (where **You** have kept **Jewellery** in locker).
 32. Loss or Damage or destruction occurring whilst the **Building** is **Unoccupied**, unless **You** have informed **us** and **We** have accepted the same before the **Building** becomes **Unoccupied**.
 33. Cosmetic damage that does not affect normal

functionality of the covered property.

GENERAL CONDITIONS

These terms and conditions have general application to this **Policy** as a whole, and they apply regardless of the number of Covers that are operative under this **Policy**. Please note that each Cover may have additional terms and conditions that are specific to that Cover, and these additional terms and conditions will be listed within the Cover section and would apply in addition to the General Conditions stated herein.

a. Assignment

No one Covered under this **Policy** may assign or turn over any right or interest in regard to the **Policy** without **Our** written consent

b. Cancellation

1. **Free Look Period: You** have a period of 15 days from the date **You** receive the **Policy** document, to review the terms and conditions of this **Policy** and cancel the **Policy** if the Cover(s) does not meet **Your** requirement. We will refund the premium paid, within 30 days from the date **We** receive the notice of Cancellation from **You**. However, if **You** have made any claim on this **Policy** before requesting for cancellation then no refund of premium will be given. Free look Period is not applicable at the time of renewal of the **Policy** and in cases where the **Cover Period** is less than 12 months.
2. **Cancellation By You at any time (Outside Free Look Period): You** can cancel this **Policy** at any time by giving **Us** a notice. The **Policy** will terminate from the date of receipt of **Your** notice by **Us**. **We** will refund the premium as per the following cancellation rules

i. For Annual Policies

Period of Risk * (Not exceeding)	Premium to be Refunded (% of Annual rate)
15 days	90% of the Annual Rate
1 month	85% of the Annual Rate
2 months	70% of the Annual Rate
3 months	60% of the Annual Rate
4 months	50% of the Annual Rate

5 months	40% of the Annual Rate
6 months	35% of the Annual Rate
7 months	30% of the Annual Rate
8 months	25% of the Annual Rate
9 months	20% of the Annual Rate
10 months	15% of the Annual Rate
11 months	10% of the Annual Rate
Exceeding 11 Months	Nil refund

ii. For Multi - Tenure or Short Tenure Policies

The premium will be refunded on pro-rata basis. However, if **You** have made any claim on this **Policy** before requesting for cancellation then no refund of premium will be given

3. **Cancellation By Us: We** may cancel this **Policy** any time, on grounds of misrepresentation, fraud, non-disclosure of material facts, non-cooperation **by You**. **Policy** shall be cancelled as void ab initio or the renewal date (as the case may be) upon 15 days' notice without refund of any premium.

c. Compliance with Terms and Conditions

The due observance of and compliance with the terms, provisions, warranties and conditions of this **Policy** in so far as they relate to anything to be done or complied with by **You** and/or, where applicable **Your Family**, shall be a condition precedent to any liability of the Company under this **Policy**.

d. Contribution

If, at the time of the happening of any loss or damage covered by this **Policy** there shall be subsisting any other insurance of any nature whatsoever covering the same property whether effected by **You** or not, then **We** shall not be liable to pay or contribute more than its rateable proportion of any loss or damage any claim.

e. Effect of Death

In the event of the unfortunate death of the **Policy Holder/Insured** during the **Cover Period**, this **Policy** that **You** have purchased will continue

for the benefit of **Your Family** during the **Cover Period** subject to all the terms and conditions of this **Policy**. The **Policy** can be renewed by **Your** legal heir.

f. Fraud

If **You** or any claimant under this **Policy** shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this **Policy** shall be void and all claims or payments hereunder shall be forfeited. **We** can also start legal proceedings against **You**.

g. Inform Change in Circumstance

You must inform Us immediately if:

- a. **You** change **Your** address,
- b. **You** make any addition, alteration, extension to the structure of **Your Building**,
- c. **You** change the use of **Your Building**, and
- d. **Your Building** remains **Unoccupied** for 90 days or more

h. Jurisdiction

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

i. Mid Term Revision in Sum Insured

You may request for Mid - term revision in **Sum Insured** for all below mentioned covers –

1. **Building** All Risk
2. **Contents** All Risk
3. **Portable Electronics** All Risk
4. **Jewellery** All Risk
5. Fine Art and **Valuables** All Risk; in **Your Policy**.

You must make a **Proposal** or request for any change. It will be effective only after **We** have accepted **Your Proposal** and **You** have paid the additional premium, if applicable.

Mid - term revision in **Sum Insured** shall be allowed as follows:

- i. **Increase in Sum Insured:** Premium shall be charged on pro-rata basis for the remaining Cover Period.

- ii. **Decrease in Sum Insured:** Premium shall be refunded on pro-rata basis.

- iii. No refund of premium shall be due on decrease in **Sum Insured** if **You** have made a claim under the **Policy** for the cover under which decrease of **Sum Insured** is sought. However, this shall be applicable only for the year in which the claim has been made and not for subsequent years in case of long-term policies.

j. Notice

- i. **We** will send any notice, letter, or communication in writing to **You** at **Your** address mentioned in **Your Policy**, and/or to **Your** email address that **You** have registered with Us.
- ii. **You** will send any notice, letter, intimation or communication in writing to **Us** at **Our** branch office address through which this insurance is effected or the address mentioned in **Your Policy** or the email address mentioned in **Your Policy**.

k. Premium Payment in Instalment

If **You** have purchased a **Policy** for a period of more than one year and the premium is payable by instalments, the instalments of premium shall be annual, and shall be paid by the Electronic Clearing Service (ECS) mode only. **Your Policy** will state the amount and the due date for each instalment.

You must pay the full amount of each instalment before the date specified for its payment. **You** must ensure that **Your Bank** account or credit card account has sufficient balance to pay the instalment in time.

If any instalment is not paid in time, **You** can make the payment within a grace period of 15 days from the due date. If premium is not received within 15 days from the date it is due, this **Policy** will automatically end from the premium due date.

We will not pay for loss, damage, destruction or death occurring during the grace period if instalment is not paid during the grace period.

l. Reasonable Care

You shall take all reasonable precautions for the safety of the property **Insured** and maintain it in efficient condition. **You** shall exercise reasonable care in employing **Domestic Staff** or other

Employees or contractors to work in the property **Insured. We** shall have at all times free and full access to examine the **Insured** property or any part thereof. In event of any loss or damage, the **Insured** property shall not be left unattended without proper precautions being taken to prevent further damage or loss and the **Insured** property be used before necessary repairs are affected any extension of the damage or any further damage to the **Insured** property shall be entirely at **Your** own risk.

m. Renewal

The **Policy** may be renewed with **Our** consent. **We** reserve the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. The **Policy** will be renewed only by mutual consent and subject to payment of the renewal premium. **We** shall endeavor to give notice for renewal, however, **We** are not under any obligation to give any notice for renewal or to accept any renewal premium. Unless renewed as herein provided, this **Policy** shall terminate at the expiration of the period for which premium has been paid / received.

n. Right to Inspect

You must allow, and give full cooperation to, the survey/investigation of **Your** claim by Us. **You** must permit Us, and any surveyor, officer or other representative that **We** authorize, at all reasonable times to enter and inspect **Your** property, take photographs, or take into custody any article for scientific testing and investigation. **You** must answer truthfully and fully all questions asked to **You** concerning the claim and submit all documents that **We** will require.

o. Subrogation

You and any claimant under this **Policy** shall at **Our** expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by **Us** for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which **We** shall be or would become entitled or subrogated upon after **We** pay for or making good any Loss or damage or destruction under this **Policy** whether such acts and things shall be or become necessary or required before or after **Your** indemnification by Us.

p. Your Duties after a loss

1. Upon the happening of any event giving rise to a claim, **You** must Inform **Us** immediately about occurrence of the Loss. While intimating the claim, **You** shall be required to furnish all the requisite information along with **Your Policy** details, such as:
 - a) Date and Time of loss
 - b) Location of Loss
 - c) Details of report to any Authority that **You** made
 - d) Submit photographs of loss or physical damage, wherever possible.
2. **You** must preserve any damaged property so that it may, at **Our** discretion, be inspected and examined by independent surveyors or **Our** representatives.
3. **You** must take all reasonable steps to prevent further loss or damage or in case of **Theft & burglary to Your Building and its Contents and Portable Electronics and Jewellery and Fine Art and Valuables.** Until **We** have inspected **Your Building and/or Contents and/or Portable Electronics and/or Jewellery and/or Fine Art and Valuables,** and have given **Our** consent:
 - i) **You** must not sell, give away or dispose of any damaged items of any property;
 - ii) **You** must not wash or clean, or remove any damaged item or debris.
 - iii) **You** must not carry out repairs, unless such repairs are urgent and You cannot contact Us.
4. In event of a claim arising under this **Policy,** **You** shall arrange for submission of the following to the Company:
 - a. Duly completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company. Also, the details of any other insurance **Policy** that covers the damage or loss for which **You** have filed **Your** claim

- b. Copy of Fire Brigade Report in case of Fire
 - c. Copy of Police report (FIR) for **Theft** and Burglary Claims
 - d. Copy of Newspaper cutting / Meteorological report (For Act Of God perils)
 - e. Repair / reinstatement quotations and Invoices (wherever Applicable)
 - f. For Total Loss Claims (Building), apart for the documents mentioned in Section 1.b
 - i) Property title documents
 - ii) Completion Certificate and Occupancy Certificate
 - iii) Building Layout Plan or Architect Report
 - g. Signed EFT mandate / DV and cancelled cheque copy
 - h. CKYC documents for claims of Rs 1 Lakhs and above. (CKYC form, PAN and address proof)
 - i. Any other document deemed necessary
5. In the case of the notification of a circumstance likely to give rise to a claim, **You** shall also give Us reasons for the anticipation of a claim with full particulars including dates and the persons involved.
 6. **You** must give **Us** authority to see the relevant records and get information about the Event and **Your** loss from the police or any other authority.
 7. In case of **Theft** or Burglary or Fire, **You** must give immediate notice to appropriate legal authorities within 48 hours of occurrence of loss. For example, **You** must lodge a written complaint with Police in case of **Theft** or Burglary and file a FIR or report to the fire department of the local authority if there is damage by fire. If **You** fail to give immediate report to appropriate legal authorities, **We** may refuse to pay **Your** claim. **We** may waive this condition if **We** are satisfied that by reason of extreme hardship it was not possible for **You** or any other person on **Your** behalf to give such report
 8. **You** must submit **Your** claim in **Our** claim form at the earliest opportunity, but within one month from the date **You** first notice the loss or damage.
 9. If **You** fail to submit **Your** claim within one month of the date of loss, and **We** have not been able to investigate that **Your** claim falls within the terms and conditions of this **Policy**, **We** can refuse to pay **Your** claim. **We** may waive this period if **We** are satisfied that by reason of extreme hardship it was not possible for **You** or any other person on **Your** behalf to submit **Your** claim within the time limit.
 10. **We** shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If **We** disclaim liability for a claim **You** have made, and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

GRIEVANCE REDRESSAL

We are committed to extend the best possible services to **You**. However, if **You** have any complaints or grievance about any matter relating to the **Policy** or **Our** decision on any matter, or the claim, **You** can address **Your** grievance as follows:

1. Email the customer service desk at **customer.support@tataaig.com** or call **Our** 24X7 Toll free number 1800-266-7780. After examining the issue, **We** will send **Our** response within 10 days from the date of receipt of the complaint by us. In case the resolution is likely to take longer time, **We** will inform **You** of the same through an interim reply.
2. Escalation Level 1- In case **You** do not receive a resolution within 10 days or if the resolution still does not meet **Your** expectations, **You** can write to **manager.customersupport@tataaig.com**. **We** will send **Our** response within a period of 8 days from the date of receipt at this email id.
3. Escalation Level 2- In case **You** do not receive a resolution within 8 days or if the resolution still does not meet **Your** expectations, **You** can write to Head - Customer Services at **head.customerservices@tataaig.com**. **We** will send **You** **Our** final response within 7 days from the date of receipt of **Your** complaint on this email id.

4. Ombudsman- If **You** do not receive a response from **us** within one month or are not satisfied with **Our** reply, **You** may approach the nearest Insurance Ombudsman under the Insurance Ombudsman Scheme. The contact details of the Insurance Ombudsman offices have been provided below.

SN	Centre	Address & Contact
1	AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building , 6th floor, Tilak Marg, Relief Road, AHMEDABAD — 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in
2	BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building , PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru — 560 078. Tel.: 080 — 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in
3	BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal — 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in
4	BHUBANESWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar — 751 009. Tel.: 0674 - 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in
5	CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building , Sector 17- D, Chandigarh — 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in
6	CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai — 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in
7	DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building , Asaf Ali Road, New Delhi — 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in
8	GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati — 781001(ASSAM). Tel.: 0361 — 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in
9	HYDERABAD	Office of the Insurance Ombudsman, 6-2 46, 1st floor, "Moin Court ". Lane Opp. Saleem Function Palace, A C Guards, Lakdi - Ka - Pool, Hyderabad - 500004 Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in

10	JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur 302 005 Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in
11	ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor. Pulinat Bldg., Opp Cochin Shipyard, M. G. Road, Ernakulam - 682015 Tel.: 0484 - 2358759 / 2359338 Email. bimalokpal.ernakulam@cioins.co.in
12	KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, Kolkata - 700 072 Tel.: 033 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in
13	LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow 226 001 Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in
14	MUMBAI	Office of the Insurance Ombudsman, 3 rd Floor, Jeevan Seva Annexe, S V Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in
15	NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P -201301. Tel.: 0120 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in
16	PATNA	Office of the Insurance Ombudsman, 2nd Floor, North wing, Lalit Bhawan, Bailey Road, Patna 800 001 Tel.: 0612 -2547068 Email: bimalokpal.patna@cioins.co.in
17	PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, CTS. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune — 411 030. Tel. 020-41312555 Email: bimalokpal.pune@cioins.co.in

Prohibition of Rebates - Section 41 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015.

1. 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 the 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 the published prospectuses or tables of the insurer.
2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

Section 64 VB of the Insurance Act 1938:

Commencement of risk cover under the **Policy** is subject to receipt of premium by TATA AIG General Insurance Company Limited.