

## General Exclusions

- 1) Any consequential loss or losses, destruction, damage or bodily injury due to:
  - a. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war rebellion, revolution insurrection mutiny, military, or usurped power, seizure, capture, arrest, restraints and detentions of all kings, princes and people of whatever nation, condition or quality what so ever.
  - b. Ionizing radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion (including any self sustaining process of nuclear fission) of nuclear fuel
  - c. Nuclear weapons material
  - d. Willful act by you, your family, domestic staff.
  - e. "Fungi", wet or dry rot, or bacteria, meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria. Whenever "fungi", wet or dry rot, or bacteria occur, the fungi, wet or dry rot or bacteria and any resulting loss is always excluded under this policy, however caused. In addition, there is no coverage to test for, monitor, cleanup, remove, remediate, contain, treat, de-toxify, neutralize, or in any way respond to, or assess the effects of, "fungi", wet or dry rot, or bacteria".
  - f. This insurance excludes loss, damage cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/ or threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful activities (Prevention) amendment act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purpose including the intention to influence any government and/ or to put the public, or any section of the public in fear for such purpose. This exclusion also includes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

### **Benefit: Fire and Special Peril**

- 1) First Rs 250/- in respect of each and every claim
- 2) Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (weather war be declared or not), civil war, mutiny, civil commotion, assuming the proportions of or amounting to a popular rising, military rising, rebellion, insurrection or military or usurped power
- 3) Loss, destruction or damage directly or indirectly caused to the property insured by
  - a. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b. The radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4) 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.
- 5) Loss, destruction or damage to bullion or unset precious stones, curious or works of art for an amount exceeding Rs 10000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins, or paper money, cheques, books of accounts, computer system records, explosives unless otherwise expressly stated in the policy.
- 6) Loss, destruction or damage to any electrical and/ or electronic machine, apparatus, fixture or fitting (excluding fans and electrical wirings in dwellings) arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating, or leakage of electricity, from whatever cause (lightning included)
- 7) Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal necessarily incurred 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.
- 8) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 9) Loss by theft during or after occurrence of any insured peril except a provided under Riot, Strike and Malicious Damage cover.

- 10) Any Loss or damage occasioned by or through or in consequence directly or indirectly due to volcanic eruption or other convulsions of nature.
- 11) 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 purposes for a period not exceeding 60 days.

**Benefit: Public Liability**

We will not make any payment under this Benefit:

- 1) For *Accidental death, Bodily Injury* or property damage arising out of or incidental to:
  - a. *Your* occupation or business, trade or employment, or
  - b. any structural alterations, additions, repairs or decorations to *Your Home* or
  - c. any liability voluntarily assumed by *You* unless such liability would have attached to *You* notwithstanding such voluntary assumption, or
  - d. *Your* and/or *Your Family's* ownership, possession, or custody of animals, vehicles, airborne or water borne vessels or craft of any kind, or any mechanically propelled vehicle other than gardening equipment and wheelchairs, or
  - e. The transmission of any communicable disease or virus.
- 2) for *Accidental death, Bodily Injury* or Property damage Caused by, arising out of, aggravated by or resulting from "fungi", wet or dry rot, or bacteria. This exclusion includes any liability imposed on the insured by any person and / or any government authority for any loss or damage caused by, arising out of, aggravated by or resulting from "fungi", wet or dry rot, or bacteria."

**Benefit: Burglary**

We will not make payment to *you* under this Benefit:

- 1) If the loss or damage occurs while *Your Home* is *Unoccupied*.
- 2) If *You* and/or *Your Family* and/or *Your Domestic Staff* are directly and / or indirectly in any way involved in or concerned with the actual or attempted *Burglary* or *Theft*.
- 3) In respect of any *Kutchra Construction*.

- 4) For any loss or damage to livestock, motor vehicles, pedal cycles, money, securities for money, stamp, bullion, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, business books, manuscripts, documents of any kind, unset precious stones, jewelery, valuables, ATM or credit cards (unless previously specifically declared to and accepted by *Us*).
- 5) For the first Rs 250 of each and every claim under this Benefit.
- 6) Under and for any interest in the property insured which has come into existence subsequent to this *Policy* having come into effect.

### **Benefit: Baggage**

We will not make payment to *you* under this Benefit:

- 1) For loss, damage or destruction:
  - a. due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise to any item of a fragile or brittle nature (whether part of the item lost, damaged or destroyed or otherwise) unless the loss, damage or destruction is caused by an accident involving the mode of transport of such item;
  - b. to any item of a perishable and/or consumable nature;
  - c. to any item being conveyed by any carrier under a contract of affreightment;
  - d. to any loose item (including clothing) being worn or carried about during the trip;
  - e. of any electrical item caused by misuse, use other than in accordance with the manufacturer's recommendation, defect, excessive pressure, short circuiting, arcing or by the effects of electricity from whatever cause (including lightning);
  - f. of any money, securities, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold or silver ornaments, travel tickets, cheques and bank drafts;
  - g. to personal baggage that is not within the care, custody or control of *You and/or Your Family*;

- h. to personal baggage caused by rat, fungus, insects or vermin
  - i. Caused by or arising from the leakage, spilling or explosion of liquids, oils or similar materials, or articles of a dangerous or damaging nature.
- 2) For the loss of personal baggage from a car unless such loss occurred by violent and visible means from an enclosed saloon car that had its windows closed and locked and other security devices, if any, properly applied.
  - 3) 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.
  - 4) The first Rs. 250 of each and every claim under this Benefit.

**BENEFIT: AUDIO AND AUDIO VISUAL APPLIANCES**

We will not make any payment under this Benefit for loss or damage:

- 1) to the external antenna or fittings by *Burglary* and/or *Theft*;
- 2) Caused by or arising out of the erection, repair or dismantling of the *Audio And Audio Visual Appliances*;
- 3) for which the manufacturer or supplier of the *Audio And Audio Visual Appliances* is responsible;
- 4) arising out of any liability voluntarily assumed by *You* unless such liability would have attached to *You* notwithstanding such voluntary assumption;
- 5) arising out of the process of cleaning, maintenance or repair;
- 6) to records, discs, cassettes or tapes;
- 7) to heads, optical sensors;
- 8) arising from natural wear and tear;
- 9) arising out of the misuse of or use other than in accordance with manufacturer's recommendation of, or use of any accessory which has not been approved by the manufacturer with the *Audio And Audio Visual Appliances*;
- 10) The first 1% of the *Benefit Sum Insured* (subject to a minimum of Rs.250/-) of each and every claim.
- 11) Loss or damage caused by atmospheric or climatic changes, moths, insects and vermin.

## **BENEFIT: BREAKDOWN OF DOMESTIC APPLIANCES**

We will not make any payment under this Benefit in respect of:

- 1) the cost of repair associated with any malfunction for which the manufacturer or supplier of the domestic appliances is responsible;
- 2) the cost of transport to and from *Your Home* and a repair centre;
- 3) the cost of repair associated with an item for which cover is available under any other operative section of this *Policy*;
- 4) the cost of repair associated with breakdown occasioned by natural wear and tear;
- 5) the cost of repair associated with *Accidental* loss or damage to *Your* domestic appliances;
- 6) the cost of repair associated with any appliances that has been modified in any manner or is used for *Business or Business Purposes*;
- 7) the cost of repair associated with loss or damage caused by or in the process of cleaning, maintenance, repair, dismantling;
- 8) Loss or damage caused by atmospheric or climatic changes, moths, insects, and vermin;
- 9) the cost of repair associated with the detention, seizure or confiscation by *Public Authorities* of *Your* domestic appliances;
- 10) the cost of repair associated with the misuse of or use other than in accordance with manufacturer's recommendation of *Your* domestic appliances;
- 11) the cost of repair associated with the application of incorrect or abnormal electrical supply to *Your* domestic appliances or the permanent or temporary interruption of electricity supply;
- 12) the cost of repair associated with defects in wiring or electrical connections that are not an integral part of *Your* domestic appliances;
- 13) Any amount exceeding the *Benefit Sum Insured* for each and every claim and for all claims.
- 14) The first 1% of *Benefit Sum Insured* or Rs. 250, whichever is the greater of each and every claim.

## **Benefit: Personal Accident**

We will not make payment under this Benefit:

- 1) for any more than one of the benefits listed at 1)2a) to 1)2d) inclusive in respect of the same *Bodily Injury*;
- 2) in respect of any death, disablement or *Bodily Injury* caused by, contributed to by, or howsoever arising from *Your* and/or *Your Family's*:
  - a. use or misuse of any drugs, alcohol or solvents;
  - b. actual or attempted suicide, whether assisted or not;
  - c. intentionally self-inflicted injury;

- d. engagement in dangerous activities;
  - e. mounting into, dismounting from or travelling in any aircraft other than as a fare paying passenger on a scheduled flight;
  - f. sexually transmitted diseases;
  - g. insanity;
  - h. mental disorder or psychosomatic dysfunction;
  - i. commission of any actual or attempted illegal or unlawful act;
  - j. Pregnancy, aggravated or prolonged childbirth or in consequence thereof.
- 3) The aggravation of any injury, sickness or disease for which medical care, treatment, or advice was recommended by or received from a physician or from which *you* and/or *Your Family* suffered or which was present before the commencement of the *Period of Insurance*.