



IFFCO TOKIO GENERAL INSURANCE COMPANY LTD.

REGISTERED OFFICE: IFFCO Sadan, C – 1, District Centre, Saket, New Delhi 110017

PNBHF HOME PROTECTOR POLICY

UIN : IRDAN106RP0022V01200708

IN CONSIDERATION OF the Insured named in the Schedule of the Policy having paid to IFFCO-TOKIO General Insurance Company Limited (hereinafter called the Company) the premium as mutually agreed for the Period of Insurance as mentioned in the Schedule, the Company agrees (subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) to provide the cover to the property for which Punjab National Bank (hereinafter called the Bank) has granted a housing loan against the risks of Fire and Allied Perils and to the Borrower (hereinafter called the Insured Person) against the risks of accidental death and permanent total disablement including loss of limbs/eyes due to an accident as per details of the coverage given below.

SECTION -1 STANDARD FIRE AND SPECIAL PERILS COVER

If after payment of the premium the property insured described in the Schedule of the Policy or any part of such property be destroyed or damaged by any of the perils specified hereunder during the Period of Insurance named in the said Schedule, the Company shall pay to the Insured the value of the property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof:

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) caused by centrifugal forces

4. Aircraft Damage

Loss, destruction or damage caused by aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves.

5. Riot, Strike and Malicious Damage

Loss 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 retarding 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 the Insured Person or any occupier of the premises or their employees while acting in the course of their employment.

8. Subsidence and Landslide Including Rock slide

Loss, destruction or damage caused by subsidence of part of the site on which the property stands or land slide/rock slide 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 Repairs or alterations to the buildings or premises, Repairs, removal or extension of the sprinkler installation Defects in construction known to the Insured Person.

12. Bush Fire

Excluding loss, destruction or damage caused by forest fire.

13. Earthquake (Fire and Shock)

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

(A) GENERAL EXCLUSIONS

1. Loss, destruction or damage 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 and any act of terrorism.
2. 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, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
3. Loss, destruction or damage caused to the insured property by pollution or contamination. excluding pollution or contamination which itself results from a peril hereby insured against any peril hereby insured against which itself results from pollution or contamination.

4. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs.10,000/-manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the Policy.
5. In the event of there being Joint Borrowers under the Housing Loan Agreement entered into with the Bank, each Joint Borrower will be considered as Insured Person under the Policy and the benefits under section 2 will be available for each of the Joint Borrowers named in the Loan Agreement document for the upto the full amount of Sum Insured stated in the Schedule. However, for multiple claims under Section 2 involving one or more Insured Persons, the company's liability will not exceed 100% of the Sum Insured under any circumstances. Accordingly on payment of claims(s) for 100% of the Sum Insured under Section 2 for one or more Insured Persons, the Policy coverage under Section 2 will be terminated for the balance / unexpired Period of Insurance without any refund of premium to be granted for the same. In case of part payment for partial disability claims, the Sum Insured for section 2 will be reduced by the claims payment amount
6. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the Insured Person 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.
7. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
8. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any perils covered.
9. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike and Malicious Damage cover.

(B) GENERAL CONDITIONS

1. All insurances under this Section 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 buildings or of any structure of which such building forms part.

PROVIDED such a fall or displacement is not caused by an insured peril, loss or damage on account of 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.

2. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured Person, 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 trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by the insured perils.
 - b) If the interest in the property passes from the Insured Person otherwise than by will or operation of law.

3. 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 that behalf, deliver to the Company
 - (a) A claim in writing for the loss or damage containing as particular an account as may be reasonably 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 Person shall also at all times at his own expense produce and give to the 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.

4. On the happening of loss or damage to any of the property insured by 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 Person 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 deal 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 Person that he makes no claim under the Policy, or if any 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 Person 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 hereunder, all benefits under this Policy shall be forfeited.

The Insured Person shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

5. 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 Person or 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 Person, all benefit under this Policy shall be forfeited.
6. If the Company at its option decides to 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 circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the Sum Insured under the Policy thereon. If the Company so elects to reinstate or replace any property, the Insured Person 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 with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.
If 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 affecting 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 the same could lawfully be reinstated to its former condition.
7. 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. Every item, if more than one, of the Policy shall be separately subject to this condition.

8. If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, 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 rateable proportion of such loss or damage.
9. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any right 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 good 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.
10. At all times during the Period of Insurance of this Policy, the insurance cover will be maintained to the full extent of the respective Sum Insured, in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of Period of Insurance for the amount of such loss shall be payable by the Insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the Company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the Policy. Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the Insured immediately on occurrence of the loss exercises his option not to reinstate the Sum Insured as above.

SECTION 2- PERSONAL ACCIDENT COVER

The Company will pay to the Insured in respect of events occurring during the Period of Insurance in the manner and to the extent set forth in the Policy including Endorsements, provided that all the terms, conditions, provisions, and exceptions of this Policy in so far as they relate to anything to be done or complied with by the Insured Person have been met.

Definition of Words:

1. Capital Sum Insured

It means the monetary amount declared by the Bank against the Insured Person in the data sheet submitted by the Bank to The Company pertaining to this insurance cover .

2. Injury

It means accidental physical bodily harm excluding illness or disease, solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

3. Loss of Limbs

It means physical separation of one or both hands or feet or permanent and total loss of use of one or both hands or feet.

4. Physical Separation

It means separation of the hand at or above the wrist and/or of the foot at or above the ankle respectively.

5. Permanent Total Disablement

It means the accidental bodily injury which as its direct consequence immediately and/or in foreseeable future, permanently, totally and absolutely prevents the Insured Person from engaging in any kind of occupation.

6. Accident

It means a sudden, unforeseen and involuntary event caused by external, visible and violent means.

7. Medical Practitioner

A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.

8. Notification of Claim

It means the process of notifying a claim to us by specifying the timelines as well as the address / telephone number to which it should be notified.

9. Renewal

It means the terms on which the contract of insurance can be renewed on mutual consent.

(A) GENERAL CONDITIONS

1. Claim Procedure and Requirements

An event which might become a claim under this Section must be reported to the Company as soon as possible. In case of death, written notice of death must, unless reasonable cause is shown, be given before internment / cremation and in any case, within one calendar month after the death, and in the event of loss of sight or limbs, written notice thereof must also be given within one calendar month after such loss of sight or limbs. A written statement of the claim will be required and a Claim Form will be provided for completion and submission.

All certificates, information and evidence from a medical attendant or otherwise required by the Company shall be furnished by the Insured Person or his/her representative in the manner and form as the Company may prescribe. In such claims, the Insured Person or his/her representative will allow the Company to carry out examination and ascertain details if and when required. In the event of death it is essential to get the Post-Mortem examination done in respect of body of Insured Person and submit the Post Mortem Report as a supporting document in respect of the claim.

2. Fraud

If a claim is fraudulent in any respect or supported by any fraudulent statement or device with or without the knowledge of the Insured Person, all benefit(s) under this Section shall be forfeited.

3. Disclaimer Clause: If Company shall disclaim liability in any claim and such claim shall not have been made the subject matter of suit in a court of law within 12(twelve) months from date of disclaimer, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

4. The geographical scope of claims under this Section will be WORLDWIDE. However all claims shall be settled in India in Indian Rupees only.

5. In the event of there being Joint Borrowers under the Housing Loan Agreement entered into with the Bank, each Joint Borrower will be considered as Insured Person under the Policy and the benefits under Section 2 will be available separately for each of the Joint Borrowers named in the Loan Agreement document for the full amount of Sum Insured stated in the Schedule. However, for multiple claims under Section 2 involving one or more Insured Persons, the Company's liability will not exceed 100% of the Sum Insured under any circumstances. Accordingly on payment of claim(s) for 100 % of the Sum Insured under Section 2 for one or more Insured Persons , the Policy coverage under Section 2 will be terminated for the balance / unexpired Period of Insurance without any refund of premium to be granted for the same

(B) GENERAL EXCLUSIONS

The Company will not pay for any compensation in respect of death, injury or disablement of the Insured Person:

1. As consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny military or usurped power, confiscation, seizure, capture, assault, restraint, nationalization, civil commotion or loot or pillage in connection therewith and any act of terrorism.
2. Directly or indirectly caused by contributed to by or arising from:
 - a. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self sustaining process of nuclear fission.
 - b. The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.

COVERAGE

WHAT IS COVERED	WHAT IS NOT COVERED
If following accidental bodily injury which solely and directly causes Insured Person to Death or Permanent Disablement within 12 months of injury as stated in Table of Benefits below, the Company shall pay the sum or sums hereinafter set forth in Table of Benefits.	<ol style="list-style-type: none"> 1. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement. 2. Any other payment after a claim under one of the benefits in Table of Benefits 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 sum payable under Benefit (1) of this Policy. 4. Payment of compensation in respect of injury as a direct consequence of: <ol style="list-style-type: none"> a) Committing or attempting suicide, intentional self-injury. (fare paying or otherwise) in any duly licensed standard type of aircraft. e) Pregnancy or childbirth. f) Venereal disease or insanity. g) 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
TABLE OF BENEFITS	
EXIGENCY	% OF CAPITAL SUM INSURED
1. Death	100
2.a) Loss of sight (both eyes)	100
b) Loss of two limbs	100
c) Loss of one limb and one eye	100

3.a) Loss of sight of one eye	50
b) Loss of one limb	50
4. Permanent, total and absolute disablement	100

GENERAL CONDITIONS APPLICABLE TO BOTH SECTIONS

- (1) Cancellation: This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at the rate applicable for the time the Policy has been in force (rounded off to the following year) subject to no claim being made under the Policy. The insurance may also at any time be terminated at the option of the Company on 15 days notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a proportionate refund of the premium for the unexpired term from the date of the cancellation.
- (2) No Claim under this Policy shall be payable unless the terms and condition stipulated in the respective Sections of the Policy coverage have been complied with.
- (3) In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 month from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. It is also 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 a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- (4) Every notice and other communication to the Company required by these conditions must be written or printed and sent to the Policy issuing office of the Company.
- (5) No sum payable under this Policy shall carry any interest.
- (6) The provisions of the Policy shall be governed by the laws of India for the time being in force. The parties hereto unconditionally submit to the jurisdiction of the courts in India.
- (7) Disclosure to information norm: This means the Policy shall be void and all premium paid hereon shall be forfeited to us, in the event of misrepresentation, mis-description or non-disclosure of any material fact
- (8) Reasonable Precaution and Care of Property: You shall take all reasonable precautions for safety and soundness of insured property and to prevent the injury, illness, diseases or damage in order to minimize claims. You must comply with manufacturer's recommended actions for inspection and maintenance and shall comply with all statutory requirements or other regulations and will employ only competent employees.
- (9) Notice: You will give every notice and communication in writing to Our office through which this insurance is affected.

- (10) Contribution Clause: If, when any claim arises, there is any other insurance covering the same matter (property, interest, liability, cost), we will pay only rateable proportion. This condition does not apply to Personal Accident Section.
- (11) Arbitration: If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 (thirty) days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by two such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the arbitration and conciliation act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if we have disputed or not accepted liability under or in respect of this policy. It is understood, however, that the insured shall have the right at all times during currency of the policy to communicate only, with the leading or issuing office in all matters pertaining to this insurance.
- (12) Grievance or Complaint: You may register a grievance or complaint by visiting our website www.itgi.co.in you may also contact the branches from where you have bought the policy or grievance officer who can be reached at our corporate office.
- (13) Withdrawal & Alteration of Policy Conditions: The policy terms and conditions may undergo alteration as per the IRDA Regulation. However the same shall be duly notified to you at least three months prior to the date when such alteration or revision comes into effect by registered post at your last declared correspondence address. The timeliness for revision in terms and rates shall be as per the IRDA Regulation. A product may be withdrawn with the prior approval of the Authority and information of withdrawal shall be given to you in advance as per the IRDA guidelines with details of options provided by us. If we do not receive your response on the intimation of withdrawal, the existing product shall be withdrawn on the renewal date and you shall have to take a new policy available with us, subject to terms & conditions.
- (14) Payment of premium: The premium payable shall be paid in advance before commencement of risk. No receipt for premium shall be valid except on our official form signed by our duly authorized official. In similar way, no waiver of any terms, provision, conditions and endorsements of this policy shall be valid unless made in writing and signed by our authorized official.
- (15) Protection of Policy Holder's Interest: in the event of a claim, if the same is found admissible under the policy, we shall make an offer of settlement or convey the rejection of the claim within 30(thirty) days of receipt of all relevant documents and investigation/ assessment report (if required). In case the claim is admitted, the claim proceeds shall be paid within 7(seven) days of your acceptance of our offer. In case of delay in payment, we shall be liable to pay interest at a rate which is 2.0% (two percent) above the bank rate prevalent at the beginning of financial year in which the claim is received by us.

(16) Renewal: Renewal shall not be refused unless justified on grounds of fraud, moral hazard or misrepresentation or non-cooperation by the insured, provided, however, that you apply for renewal and remit the requisite premium before the expiry of this policy.

(17) Free Lookup Period:

You will be allowed a period of at least 15 (fifteen) days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable stating the reasons there in for doing so.

If you have not made any claim during the free look period, then you shall be entitled to :

- I. A refund of the premium paid less any expenses incurred by us
- II. Where the risk has already commenced and the option of return of the policy is exercised by you, a deduction towards the proportionate risk premium for period on cover less any expenses incurred by us
- III. Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period less any expenses incurred by us on medical examination of the insured persons and the stamp duty charges