

#### IFFCO-TOKIO GENERAL INSURANCE CO. LTD

Regd. Office: IFFCO Sadan, C-1, Distt. Centre, Saket, New Delhi-110017

## JANATA SURAKSHA BIMA YOJNA

(Sales Literature)
UIN: IRDAN106P0002V01201516

**NOW THIS POLICY WITNESSETH** that subject to the terms, exclusions, definitions and conditions contained herein or endorsed or otherwise expressed hereon, the Company will indemnify the Insured as hereinafter mentioned.

# SECTION-1: FIRE(INCLUDING EARTHQUAKE) & SPECIAL ALLIED PERILS AND BURGLARY & DACOITY

**PROPERT INSURED**: Dwelling (Building) and household contents (including agricultural produce kept in the house and owned by you).

**PROPERTY NOT COVERED**: We will not be liable for:

- 1. Articles of hazardous nature, including explosives.
- 2. Air or water craft, motor vehicles (other than domestic gardening equipment) caravans, trailers whether licensed for road use or otherwise or parts and accessories on or in any of them.
- 3. Livestock or pets or any other living creature.
- 4. Jewellery, Stamps, bullions, or unset precious stones.
- 5. Tree, plants, shrubs or growing matter.
- 6. Money or Documents.

**WHAT IS COVERED**: In the event of Damage directly caused by insured perils listed hereunder and subject to its not being otherwise excluded, we will indemnify you against such Damage to property insured at your Home.

- 1. Fire
- 2. Lightning
- 3. Explosion / Implosion.
- 4. Damage caused by an aircraft, other aerial or space devices and articles dropped there from.
- 5. Riot, Strike and Malicious Damage: Loss of or visible physical Damage by external violent means directly caused to the property insured.
- 6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation.
- 7. Impact Damage by any rail/road vehicle or animal by direct contact.
- 8. Subsidence and Landslide including Rockslide: Damage caused by subsidence of the part of site on which the insured property stands or landslide/rockslide.

- 9. Bursting and overflowing of water tank, apparatus and pipes.
- 10. Missile testing operations.
- 11. Leakage from automatic sprinkler installations.
- 12. Bush Fire.
- 13. a.) Pollution or contamination which results from a peril mentioned under Items 1 to 12 above. b) Any peril mentioned under Items 1 to 12 above, which results from pollution or contamination.
- 14. Earthquake.
- 15. Theft or attempted theft involving violent and forcible entry into or exit from the insured premises, robbery and dacoity.

## WHAT IS NOT COVERED We will not be liable for

- 1. Damage caused to the property insured by a) its own fermentation, natural heating or spontaneous combustion. b) Its undergoing any heating or drying process.
- 2. Damage 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 or damages caused by centrifugal force
- 3. Damage caused by pressure waves.
- 4. Damage caused by a) Total or partial cessation of work or the retarding or interruption or cessation of any process or operation or omission of any kind. b) Permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building or prevention of access to the same. c) Theft, larceny or any other such attempt or omission of any kind of any person (whether or not such act is committed in connection with the disturbance of public peace) in any malicious act.
- 5. Damage by vehicle/animals belonging to or owned by you or Your Family or Your domestic employees.
- 6. Damages caused by: a) Normal cracking, settlement or bedding of new structures. b) Settlement or movement of made up ground. c) Coastal or river erosion. d) Defective design or workmanship or use of defective material e) Demolition, construction, structural alteration or repair of any property or ground work or excavation.
- 7. Damage caused by a) Repairs or alteration to Your Home. b) Repairs, removal or extension of the sprinkler installation. c) Defects in construction known to you.
- 8. Damage caused by Forest Fire.
- 9. Damages caused to the insured property by pollution or contamination, other than what is stated under Item 13 of "What Is Covered".
- 10. Damage to any electrical/electronic equipment, machines, apparatus, fixtures, fittings by overrunning, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included), provided that this exclusion will apply only to the particular machine, apparatus, fixtures, fittings so affected and not to other machines, apparatus, fixtures, fittings, which may be damaged by fire so set up.

- 11. Expenses necessarily incurred by You on Architect, Surveyor and Consulting Engineer's fees and Debris Removal following Damage to property insured by an insured peril in excess of 3% (three percent) and 1% (one percent) of the claim amount respectively.
- 12. Damage to property insured if removed to any building or premises other than in which it is herein stated to be insured.
- 13. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to volcanic eruption or other convulsions of nature (unless covered specifically through payment of additional premium).
- 14. Any loss or damage 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 herewith.
- 15. (a) Damage caused as a result of felling or lopping of trees by you or on Your behalf.
  - (b) Damage caused to gates and fences.
  - (c) Damage to the satellite dish or aerial itself.
- 16. Items kept in open. (a) Damage caused by theft without use of force / violence.
  - (b) Damage caused by theft or attempted theft by you or any member of Your Family whether as a principal or an accessory.
  - (c) Damage caused whilst Your Home remains Unoccupied for more than 30 days in continuation, unless informed to us in advance.

## **SPECIAL PROVISIONS**

- 1. **Average** The coverage under section 1 of this policy is on First Loss basis (upto 50% (fifty percent) of the total value property) as limits stated in the Schedule attached to and forming part of the Policy. In the event of any Damage under the Policy if it is found that the actual Market Value of 50% (fifty percent) of the total property at risk exceeds the value (Sum Insured) declared to us, then Our liability is restricted to the same proportion of the Damage as the value (Sum Insured) declared to Us bears to 50% (fifty percent) of the market value of the total property at risk.
- 2. Claim Settlement In the event of Damage to property insured, we will indemnify You by payment or at Our option, by repair, replacement or reinstatement. In case of reinstatement or replacement, We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner subject to limits of Sum Insured. If We so elect to replace or reinstate any property, You shall at Your own expense furnish Us with such plans, specifications, measurements, quantities and such other particulars as We may require and no acts done or caused to be done by Us with a view to reinstatement or replacement shall be deemed as an election by Us to reinstate or replace.

If in any case We are unable to reinstate or repair the property hereby insured because of any regulation(s) in force affecting the alignment of streets or the construction of building or otherwise, We 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.

3. **Basis Of Claim Settlement** - In the event of Damage to the property insured by insured perils during the currency of Policy, We will pay the full cost of repair or replacement to a condition equal to but not better or more extensive than its condition when new, less due allowance for wear and tear and depreciation. The basis of claim settlement will be the Market Value of the insured property at the time of its Damage.

# **SPECIAL CONDITIONS**

1. All insurances under this Section of the Policy shall cease on expiry of 7 (seven) days from the date of fall or displacement of the insured 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 a part, provided such a fall or displacement is not caused by insured perils, loss or damage 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 occurrence confirmed in writing to this effect.

2. The insurance under this Section does not cover any damage to the property which at the time of happening of such loss or damage, is insured by or would, but for the existence of this Policy be insured by a Marine Policy, except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.

## **SECTION 2: PERSONAL ACCIDENT**

**COVERAGE: WHAT IS COVERED** - If following bodily injury occurs which solely and directly causes Insured Person's death or disablement within 12 months of injury as stated in Table of Benefits, We shall pay to You or Your nominee/ legal representative the sum or sums hereinafter set forth in Table of Benefits.

# TABLE OF BENEFITS: --

BLI	E OF BENEFITS	% OF CAPITAL SUM INSURED		
1.	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 o		
	i)	At the shoulder joint	70
	ii)	At a point above elbow joint	65
	iii)	At a point below elbow joint	60
	iv)	At the wrist	55
	b.) Loss		
	i)	Above the centre of the femur	70
	ii)	Upto a point below the femur	65
	iii)	Upto a point below the knee	60
	iv)	Upto the centre of tibia	55
	v)	At the ankle	50
	c.) Loss	50	
4.	Permanen	100	

## WHAT IS NOT COVERED - We will not be liable for:

- 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 herewith.
- 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.
- 3. Compensation under more than one of the benefits mentioned in the Table of Benefits in respect of the same period of disablement.
- 4. Any other payment after a claim under any of the benefits under Items 1, 2 or 3 in the Table of Benefits has been admitted and becomes payable.
- 5. Any payment in case of more than one claim under this Section during any one Policy Period by which Our liability in that period would exceed the sum payable under Benefit 1 of this Section.
- 6. Payment of compensation in respect of death or injury as a direct consequence of:
  - a) Committing or attempting suicide or intentional self-injury.
  - b) Being under the influence of intoxicating liquor or drugs.
  - c) Engaging in aviation other than travelling as a bonafide passenger in any duly licensed standard type of aircraft anywhere in the world.
  - d) Pregnancy or childbirth.
  - e) Veneral disease or insanity.
  - f) Contracting any illness directly or indirectly arising from or attributable to HIV and/or any HIV related illness including AIDS and/or any mutant derivative or variation of HIV or AIDS.
  - g) Committing any breach of law with criminal intent.

## **GENERAL CONDITIONS** - (These apply to the whole Policy)

- Reasonable Precaution And Care Of Property: You shall take all responsible
  precautions for safety and soundness of insured property and to prevent injury,
  illness, disease, loss or damage in order to avoid/minimize claims. You must comply
  with manufacturer's recommended actions for inspection and maintenance and shall
  also comply with all statutory requirements or other regulations and will employee
  only competent employees.
- 2. **Notice**: You will give every notice and communication in writing to Our office through which this insurance is effected.
- 3. **Mis- Description**: This Policy shall be void and all premium paid by you to Us shall be forfeited in the event of misrepresentation, mis- description or concealment/ non-disclosure of any material information.
- 4. **Change In Circumstances**: You must inform Us, as reasonably possible, of any change in information You have provided to Us about Yourself, Your employee and/ or Your Home which may affect the insurance cover provided e.g. change of address, the period for which the building containing the insured property remains unoccupied, if such period exceeds 30 days, You must also notify Us about any alteration made or change in information as described aforesaid whereby risk of damage or Accident is increased. In case of such alternation or changes made and not accepted by Us in writing, all covers under this Policy shall cease.
- 5. Claim Procedure And Requirements: An event, which might become a claim under the Policy, must be reported to Us as soon as possible. A written statement of the claim will be required and a Claim Form will be provided. This written statement of claim along with supporting documentation (estimates, vouchers, proof, investigation report and the like) prepared at your expense along with the particulars of other insurances covering the same risk must be delivered to Us within 15 days of date of damage. If any person is calming against you. Your family or your employee, every letter, claim, writ, summon, process information or any verbal notice of claim shall be forwards to us without delay. You, Your Family or any person on your behalf must not attempt to negotiate any claim, nor admit or repudiate any claim without our consent. You shall give all possible assistance to enable us to settle or resist any claim or to institute proceeding as deemed suitable by us. In the event of a claim under Personal Accident Section, You or Your personal representative must give immediate written notice and in any case within 15 days of occurrence of injury/death. All certificates, information and evidence from a Medical Practitioner or otherwise required by us shall be furnished by You or Your personal representative/nominee in the manner and from as we may prescribe. In such claims, the insured person will immediately allow our medical representative to carry out examination if and when we may reasonably require.
- 6. **Claim Control**: a) We are entitled to: (i) enter any building where damage has occurred and take possession of any property of the building and deal with salvage,

but this does not mean that property can be abandoned to Us and We shall not by any act done in exercise or purported exercise of our process hereunder, incur any liability or diminish any of our rights to rely upon any Policy condition while responding to any claim lodged by you. (ii) receive all necessary information, proof of damage and assistance from You and from any other person seeking benefit under this Policy. (iii) take over and conduct in Your name or in the name of any person seeking benefit under this Policy, defense or settlement of any claim. (iv) take proceedings at Our own expenses and for Our own benefit, but in Your name or in the name of any other person who is claiming or has received benefit, to recover any payment made or due under this Policy. b) No admission, offer, payment or indemnity shall be made or given by You or on Your behalf without Our written consent.

- 7. **Fraud :** If a claim is fraudulent on account of fraudulent means or action used by You, Your Family, or Your employee, all benefits and rights under this Policy shall be forfeited.
- 8. **Contribution**: If, when any claim arises, there is any other insurance covering the same matter (property, interest, liability, cost), we will pay only our ratable proportion. This Condition does not apply to Section 3 (Personal Accident).
- 9. **Cancellation**: We may cancel this Policy by sending 15 (fifteen) days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of premium for the un-expired period of this Policy from the date of cancellation, which We are liable to pay on demand. You may cancel this Policy by sending 15 days written notice to Us. We will then allow a refund after retaining the premium based on following short period table.

Period of Cover upto	Annual Premium Rate(%)
15 days	10%
1 months	15%
2 months	30%
3 months	40%
4 months	50%
5 months	60%
6 months	70%
7 months	75%
8 months	80%
9 months	85%

Exceeding 9 months	10004
Exceeding 9 months	10070

This refund of premium is subject to the condition that no claim has been preferred on Us.

- 10. **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 preferable 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.
- 11. **Disclaimer Clause**: If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposed be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.
- 12. **Reinstatement Of Sum Insured**: The Sum(s) Insured of: Section 1 Fire and Special Allied Perils Section 2 Burglary, shall not be reduced by the amount of any damage but pro-rata premium on the amount of damage from the date of occurrence of damage to expiry of Policy Period shall be payable by You. The additional premium referred herein above shall be deducted from net claim amount payable under this Policy .Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of damage in case You immediately on occurrence of the damage exercise Your option not to reinstate the Sum Insured as above.
- 13. **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 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 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.

- 14. The Geographical Limit of this Policy will be India except for Section 3 (Personal Accident), where the Geographical Limit will be worldwide. However all claims shall be settled in India in Indian Rupees. The provision of this Policy shall be governed by the laws of India for the time being in force. The parties hereto unconditionally subject themselves to the jurisdiction of the Courts in India. It is warranted 1. That Our liability in respect of any item specified in the Schedule including any additional costs and expenses payable in connection with that item (unless specifically expressed as being payable in addition to the Sum Insured) shall not exceed the Sum Insured set against such item or in the whole the total Sum Insured or such other sum(s) as may be substituted for it by Endorsement signed by Us or on Our behalf. 2. That whenever Your Home is left unoccupied, all doors and windows shall be properly secured and all keys for main doors of Your Home shall be either removed from there or handed over to Your authorized person (including security guard). It is provided that breach of this warranty shall not be a bar to any claim or loss or damage caused other than by Burglary etc perils. 3. That the building containing or constituting Your Home is a) maintained in a good and substantial state of repair. b) Occupied by You for residential purpose and not as a manufacturing unit, godown, warehouse or office.
- 15. **Grievance or Complaint**: You may register a grievance or Complaint by visiting our website <a href="www.iffcotokio.co.in">www.iffcotokio.co.in</a>. You may also contact the Branch from where You have bought the policy or the Complaints Coordinator who can be reached at Our registered office.
- 16. **Insurance Ombudsman:** We shall endeavor to promptly and effectively address Your grievances. In the event You are dissatisfied with the resolution of Your grievance or complaint, You may approach the Insurance Ombudsman located nearest to You. Details of the offices across the Country are made available on Our website <a href="https://www.iffcotokio.co.in">www.iffcotokio.co.in</a>.
- 17. **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, misdescription or non-disclosure of any material fact

## 18. Free Lookup Period:

- 1. 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 therein for doing so.
- **2.** If you have not made any claim during the free look period, then you shall be entitled to:
  - a) A refund of the premium paid less any expenses incurred by us on medical examination of the insured persons and the stamp duty charges or;

b) 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 on medical examination of the insured persons and the stamp duty charges or;

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

- 19. 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.
- 20. **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.
- 21. **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.
- 22. **Policy Term:** Policy duration is 12 Months.

## **WARRANTIES**

- 1. That Our liability in respect of any item specified in the Schedule including any additional costs and expenses payable in connection with that item (unless specifically expressed as being payable in addition to the Sum Insured) shall not exceed the Sum Insured set against such item or in the whole the total Sum Insured or such other sum(s) as may be substituted for it by Endorsement signed by Us or on Our behalf.
- 2. That whenever Your Home is left Unoccupied, all doors and windows shall be properly secured and all keys for main doors of Your Home shall be either removed from there or handed over to Your authorized person. It is provided that breach of

- this warranty shall not be a bar to any claim or loss or damage caused other than by Burglary and Dacoity.
- 3. That the building containing or constituting Your Home is a) maintained in a good and substantial state of repair. b) Occupied by You for residential purpose and not as a manufacturing unit, godown, warehouse or office.

# **GENERAL EXCLUSIONS:**

- 1. **Confiscation** -Any damage due to confiscation, commandeering, requisition, detention or destruction by order of any Government or lawfully constituted authority.
- 2. **Wear And Tear** Damage caused by wear and tear, depreciation and/or gradual deterioration.
- 3. **Consequential Loss** Consequential loss of any kind or description including any reduction of market value beyond the cost of repair or replacement.
- 4. **Existing Damage** -Any damage, injury, accident, disease or illness existing or occurring before cover commences under the Policy.
- **5. Matching Of Items** The cost of repair or replacement of any undamaged or unbroken item or part of item forming part of a set suit or other articles of uniform nature, color or design when damaged or breakage occurs within a clearly identifiable area or to a specific part and replacement cannot be matched.

## **DOCUMENTS REQUIRED IN EVENT OF A CLAIMS**

Section 1: Fire & Special Allied Perils and Burglary & Dacoity: a) Copy of this Policy with complete assets list b)Claim Form fully filled up c)Final Survey Report with photos d)Quotation for reinstatement of damages e)Receipt for amount actually incurred by insured. f)F.I.R./F.R. only in case of burglary/dacoity, g)LOS-Letter of Subrogation, h)N.O.C. (No Objection Certificate) from Financer /Principals.

Section 2 : Personal Accident: a)copy of this policy; b)Claim form duly filled in; c)FIR & Post-mortem report in case of death claim or doctor's certificate for permanent total disablement;

For enquiries relating to documents required if in case of a claim kindly contact our nearest Bima Kendra LSC, SBU or Dial Toll Free No. 1800-103-5499 / 1800-345-3303 or visit our website www.iffcotokio.co.in