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## HOME CARE POLICY

Whereas the Insured named in the Schedule residing at the Insured's Dwelling described in the schedule has by a signed proposal and declaration which shall be the basis of this Contract and is deemed to be incorporated herein applied to the JUBILEE GENERAL INSURANCE COMPANY LIMITED (hereinafter called "the Company") for insurance against the Contingencies hereinafter expressed:

Now This Policy Witnesseth that in consideration of the Insured paying to the Company the premium stated in the schedule.

The Company Agrees (subject to the conditions contained herein or endorsed or otherwise expressed hereon which conditions shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the insured to recover hereunder) that in the event of happening of any of the said Contingencies during the period of Insurance stated in the schedule or in any subsequent period in respect of which the Insured shall pay to the Company and it shall accept the premium required for the renewal of this Insurance, the Company will by payment, reinstatement or repair indemnify the Insured as hereinafter provided.

### SECTION ONE: BUILDING

This section covers the building(s) of the private dwelling(s) named in the schedule, constructed of brick, stone or concrete and the external surface of the roof constructed of slates, tiles, concrete, asphalt or of any entirely incombustible mineral ingredients.

Also covered are:

- (a) the interior decorations and the landlord's fixtures and fittings within buildings, and
- (b) the domestic outbuildings, garages, walls, gates and fences all owned by the insured or for which the insured is legally responsible and within the premises named in the schedule.

The buildings are covered against loss or damage directly caused by:

1. Fire, Lightning or Explosion.
2. Aircraft and other aerial devices or articles dropped therefrom
3. Earthquake Fire & Shock
4. Storm or Tempest, Flood Excluding subsidence, landslip, howsoever caused; loss or damage to domestic outbuildings, walls, gates, fences.
5. Bursting or overflowing of water tanks, apparatus or pipes Excluding loss or damage whilst the Building(s) are unfurnished; loss or damage to domestic outbuilding, walls, gates, fences
6. Impact by any vehicle or animal Excluding loss or damage caused by any vehicle or animal belonging to or under the control of the insured or any permanent member of his household.
7. Any person taking part in a riot or strike (as defined in attached clause) Excluding any loss or damage whilst the building(s) are unfurnished.
8. Any person acting with malicious intent (as defined in attached clauses) Excluding loss or damage whilst the building(s) are unfurnished.
9. Accidental breakage of fixed glass Excluding loss or damage whilst the building(s) are unfurnished.
10. Falling Trees Excluding loss or damage caused through lopping, topping and/or felling.
11. The cost of repairing accidental damage to the underground water tanks, supply pipes, underground gas pipes or underground electricity cables extending from building to the public mains.

## SECTION TWO: CONTENTS

This section covers the contents within the private dwelling(s) named in the Schedule, constructed of slates, tiles, concrete, asphalt or of any entirely incombustible mineral ingredients.

The word "Contents" means household goods and all other personal property, tenant's fixtures and fittings, all of which are owned by or are the legal responsibility of the insured or of any permanent member of his household.

Excluding motor vehicles, caravans, trailer, watercraft, aircraft and accessories attached thereof, livestock, any part of the Buildings, any property specifically insured against perils covered hereby under any other insurance, mowers and garden cultivators except when solely used on insured

premises specified in the schedule, documents of any kind, securities, manuscript, plans, drawings, coins and stamps.

The Contents are covered against loss or damage directly caused by:

1. Fire, Lighting or Explosion.
2. Aircraft and other aerial devices or articles dropped therefrom
3. Earthquake Fire & Shock
4. Storm or Tempest, Flood Excluding subsidence, landslip, however caused, loss or damage to contents of domestic outbuildings, loss or damage to contents in open.
5. Bursting or overflowing of water tanks, apparatus or pipes Excluding loss or damage to contents of domestic outbuilding.
6. Impact by any vehicle or animal Excluding loss or damage caused by any vehicle or animal belonging to or under the control of the insured or any permanent member of his household.
7. Any person taking part in a riot or strike,  
(as defined in attached clause)
8. Any person acting with malicious intent (as defined in attached clauses)
9. Burglary, consequent upon violent and forcible entry or exit from the insured premises Excluding loss or damage due to any such Burglary as aforesaid or to any attempt thereat by any of insured's family, domestic servant or any person lawfully on the premises.

This section Also Includes

The contents, if any so far as these are not otherwise insured, whilst Temporarily Removed from the premises,

1. Against loss or damage caused by any the of Perils Insured under this section:
  - a) in any occupied private dwelling,
  - b) in any building where the insured or any permanent member of insured's household is residing or is employed.
2. Against loss or damage elsewhere caused by the perils of Fire, Lightning, Explosion, Aircraft and Earthquake only.

3. Against loss or damage during the process of removal and transit following Permanent change of residence, whilst in transit caused by the perils of Fire, Lightning, Explosion, Aircraft and Earthquake.

This Section does NOT indemnify the insured against:

1. Loss or damage to refrigerators, wireless receiving sets or other electrical apparatus caused by over-running, excessive pressure, short circuiting, selfheating or leakage of electricity.
2. Mysterious Disappearance of any article insured herein.

### **SECTION THREE: JEWELLERY, HIGH VALUE WATCHES, CASH & PRIZE BONDS**

This Section covers Physical Loss or Damage to the property described in the attached specification from perils listed under Section 2 except as hereinafter specified but is limited to the Sums Insured stated in the schedule. For Jewellery only, the coverage under this section is also applicable while such items are:

- i. Stored or lying within the private dwelling described in Section One
- ii. Stored in a safe deposit locker as described in the attached schedule
- iii. In transit between safe deposit locker as in (ii) above and private dwelling as in (i) above and vice versa.
- iv. On the person of the Insured or Insured's spouse in the event of armed robbery, limited to 25% of the Sum Insured for Jewellery & High Value Watches as specified in the Schedule.

THIS SECTION DOES NOT COVER any loss or damage if the insured is engaged in or in any way connected with any form of professional entertaining; breakage of Jewellery and High Value Watches unless such breakage is caused by burglars, thieves or fire; loss or damage caused by moth, vermin, wear and tear, gradual deterioration; damage to or deterioration of any article directly caused by the actual process of dyeing, cleaning, repair or renovation or mysterious disappearance.

Unless otherwise specified in Schedule; the liability of the Company under this Section shall in no case exceed one half of the Sum Insured for Contents. Furthermore the liability of the Company for any single item of Jewellery or High Value Watches shall in no case exceed 5% of the Sum Insured for Contents.

Where any insured item consists of articles in a pair or set, this section shall not pay more than the value of any particular part or parts which may be lost or damaged (without reference to any special value which such article may have as a pair or set) nor more than a proportionate part of the insured value of the pair or set.

Any item of the specification which covers articles with no individual Sum Insured is subject to average: that is to say, if the total value of all articles covered by such item, is, at time of loss or

damage greater than sum insured the Insured shall be entitled to recover only such proportion of the loss or damage as the sum insured bears to the total value of such item.

#### SECTION FOUR: EXTENSIONS

Loss of Rent: which the insured is unable to recover or additional costs of alternative accommodation necessarily incurred by the Insured in consequence of the building(s) becoming uninhabitable following damage caused by any of the insured perils specified in section one, provided the company's liability does not exceed 10% of the total sum insured and both building and contents are insured under the policy.

Additional expenses incurred following damage to the building by any of the insured perils, in connection with the removal of debris: any extra cost of reinstatement of the destroyed or damaged building made necessary to comply with Government or Local Authority requirement, but not when notice has been served prior to the loss: Architect's and Surveyor's fee necessary incurred in the reinstatement of the building(s) EXCLUDING any expenses incurred in the preparation of a claim or an estimate of loss. The total amount payable, for ADDITIONAL EXPENSES shall not exceed 10% of total sum insured.

Replacement of Locks in event of burglary in the insured premises specified in the schedule, the Company will pay a sum of Rs.1,000 for replacement of locks.

#### CONDITIONS

- 1) This insurance may be cancelled by or on behalf of the Company by 14 day's notice given in writing to the insured at his last known address and the premium shall be adjusted on the basis of the Company receiving or retaining pro-rata premium.

This insurance may also be cancelled at any time at the request of the insured in writing to the Company and the premium hereon shall be adjusted on the basis of the Company receiving or retaining the customary short-term premium.

- 2) In the event of the private dwelling named in the schedule being left without an authorized inhabitant for more than FIFTEEN consecutive days, this insurance shall EXCLUDE any loss or damage caused by BURGLARY or any attempt thereof and Escape of water from fixed water tanks, apparatus or pipes.
- 3) The insured shall give to the Company immediate notice in writing, with full particulars, of the happening of any occurrence likely to give rise to a claim under this insurance; of the receipt by the insured of notice of any claim; and of the institution of any proceedings against the insured.
- 4) In the event of burglary at insured premises, the insured will immediately notify the Police.

- 5) There shall be no liability under this insurance in respect of any claim where the insured is entitled to indemnity under any other insurance EXCEPT in respect of any excess beyond the amount which has been covered under such other insurance had this insurance not been effected.
- 6) The Company shall be entitled:
  - a) On the happening of any loss of or damage to the property insured to enter any building where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner and this Policy shall be proof of leave and license for such purpose. No Property may be abandoned to the Company.
  - b) To undertake in the name and on behalf of the insured the absolute conduct control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
- 7) If the insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this insurance shall become void and all claims hereunder shall be forfeited.
- 8) This insurance does NOT COVER
  - a) I) Loss or destruction of or damage to any property whatsoever resulting or arising therefrom or any consequential loss.  
  
II) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
    - (i) Ionizing radiations or contamination to by or arising from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - b) Any loss or damage or liability, if any act or event out of or in course of which such loss, damage or liability arises, constitutes or is a part of or is committed or happens whether directly or indirectly by reason of, or in connection with war, invasion, act of foreign enemy, hostilities, or warlike operation (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or martial law or loss or damage to the insured property or any part thereof resulting from abandonment, confiscation, requisition, detention or legal or illegal occupation of such property by any person or authority.

In any claim and in any action, suit or other proceeding to enforce a claim under this Insurance for loss or damage or liability the BURDEN OF PROVING that the loss, damage or liability does not fall within this exclusion 8 (b) shall be upon the insured;

- c) Any loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial device travelling at sonic or super sonic speeds.

9. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering in the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrators or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.

10. Policy Cancellation & Refund: Policy Cancellation & Premium Refund Policy: This policy can be cancelled at any time during the period of insurance. Premium refund will be applicable on Short-period basis and only if no claim is incurred on the policy. Refund premium will be net of all Administrative charges incurred by the Company.

11. Coverage purchased by credit card is subject to validation and acceptance by the credit card company and the Card issuing bank.

12. Confidential Information: All information provided shall be kept for Company's use and will not be shared with third parties, vendors &/or contractors. Please note that Credit card information is also not stored by the Company and that Company shall not be liable for any fraudulent usage of your Card. Company maintains secured technology processes to safeguard the information provided.