IndusInd GENERAL INSURANCE
FORMERLY RELIANCE GENERAL INSURANCE

INDUSIND ALL RISKS POLICY - RETAIL - POLICY WORDING

PREAMBLE

Whereas the Insured described in the Schedule hereto (hereinafter called the 'Insured') by a proposal and declaration and other communications /emails, including valuation reports which shall be the basis of this contract and is deemed to be incorporated herein has applied to IndusInd General Insurance Company Ltd. (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938 and Insurance Laws (Amendment) Act, 2015 and the rules made thereunder, the premium stated in the Schedule as consideration for such insurance during the period stated in the Schedule.

SCOPE OF COVER

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the property hereinafter described or any part thereof be lost, destroyed or damaged by fire, burglary and/or housebreaking or theft or accident or misfortune from any fortuitous cause, herein stated at any time during the period of insurance stated herein or any subsequent period in respect of which the Insured shall have paid or agreed to pay to the Insured and the Company shall have accepted and agreed to accept the premium required for the renewal thereof, the Company will pay to the Insured the value, at the time of happening of such loss, in accordance with the basis of valuation as specified in the Schedule, of the property so lost or the amount of such damage but not exceeding in any one period of insurance in respect of each of several items specified in the Schedule the sum set opposite thereto respectively.

POLICY EXCLUSIONS

The Company shall not be liable in respect of:

1. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing, retouching or renovation or deterioration arising from wear and tear, inherent vice, warping or shrinkage, moth, vermin, rodents, insects or mildew, natural ageing or any other gradually operating cause.
2. Breakage, cracking, or scratching of crockery, glass, cameras, binoculars, lenses, sculpture, curios, picture, musical instrument, sports gear and similar articles of brittle or fragile nature, unless caused by fire or accident to the means of conveyance.
3. Loss of or damage caused by mechanical/electrical/electronic derangement//breakdown of any article unless specifically insured.
4. Overwinding, denting or internal damage of watches and clocks.
5. Loss or damage to money, securities, manuscript, deeds, bonds, Bills of Exchange, Promissory Notes, Stock or Share Certificate, stamp and travel ticket or Traveler cheques, business books or documents, unless specifically insured.
6. Physical loss or damage to insured property in transit under contract of affreightment, unless specifically covered under the Policy.
7. Physical loss or damage to insured property on fairgrounds or on the premises of any national or international exposition unless specifically covered under the Policy.
8. Theft from any car except car of fully enclosed saloon type having at the time all the doors, windows and other opening securely shut.
9. Loss destruction of or damage to articles of consumable nature.
10. Loss, damage or liability arising directly or indirectly from seepage, pollution or contamination, however such seepage, pollution or contamination may have been caused.
11. Loss of market or delay, no matter how occurring.
12. Unexplained shortage discovered at the time of taking inventory.
13. Infidelity of Officers and/or Employees of the Insured.
14. Loss or damage whether direct or indirect arising from War, War like operation, Act of Foreign Enemy, Hostilities (whether war be declared or not) Civil War, Rebellion, Insurrection, Civil commotion, Military or Usurped Power, Mutiny, Seizure, Capture, Confiscation, Arrests, Restraints and Detainment by the order of any government or any other authority.
15. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
16. a) Any loss, destruction or damage to any property whatsoever or any loss or expenses whatsoever, resulting or arising therefrom or any consequential loss and any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any source whatsoever.
    b) Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
17. Consequential loss or legal liability of any kind. Loss or damage due to or contributed by the Insured having caused or suffered anything to be done whereby the risk hereby insured against were unnecessarily increased.

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IRDAI Registration No. 103 IndusInd General Insurance Company Limited (Formerly known as Reliance General Insurance). An ISO 9001:2015 Certified Company For complete details on the benefits, coverage, terms & conditions and exclusions, do read the sales brochure, prospectus and policy wordings carefully before concluding sale. Registered & Corporate Office: 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off. Western Express Highway, Goregaon (E), Mumbai-400063. Corporate Identity Number: U66603MH2000PLC128300. IndusInd All Risks Policy UIN No.: IRDAN103RP0001V01200708. IGI/MCOM/CO/MI-42/IARP(RETAIL)/PW/VER.3.0/210226.

In any action suit or other proceeding where the Company alleges that by reason of the above provisions, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered, shall be upon the Insured.

SPECIAL CONDITIONS

1. **Single Article Limit:**

   Unless specifically or separately stated, the Company's liability in respect of each article or pairs of article shall not exceed 5% of total Sum Insured under the policy.

2. **Articles in Pairs or sets:**

   Where any items insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts, which may be lost or damaged without reference to any special value, which such article or articles may have as part of such pair or set not more than a proportionate part of the insured value of the pair or set

GENERAL CONDITIONS

1. **Duty of Disclosure:**

   The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or non-disclosure of any material particulars in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent` means or device being used by the Insured or any one acting on his/their behalf to obtain a benefit under this Policy.

2. **Observance of terms and conditions:**

   The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

3. **Reasonable Care:**

   The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss or damage that may give rise to a claim.

4. **Material Change:**

   The Insured shall immediately notify the Company in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safety and containing the circumstances that may give rise to the claim, and the Company may adjust the scope of cover and / or premium if necessary, accordingly.

5. **Records to be Maintained:**

   The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of the Policy furnish such information as the Company may require.

6. **No Constructive Notice:**

   Any knowledge or information of any circumstance or condition in connection with the Insured in possession of any official of the Company shall not be notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7. **Notice of Charge:**

   The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured or his/her nominee or legal heirs of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

8. **Special Provisions:**

   Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

9. **Electronic Transactions:**

   The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of this Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other group companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use application.

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10. Claim Procedure:

It is a condition precedent to the Company's liability that upon the discovery or happening of any loss that may give rise to a claim under this Policy, the Insured shall undertake the following:

1. Upon the happening of any event giving rise to a claim, The Insured shall immediately contact the Company and intimate the claim through its call center in writing at the relevant policy issuing office. The phone number for the call center is given in the Schedule attached to this Policy.
2. While intimating the claim, the Insured shall be required to furnish all the requisite information, such as:
   a. Name of the Insured
   b. The Insured's contact details
   c. Policy number
   d. Date & Time of Loss
   e. Location of loss
   f. Nature of loss
   g. Cause of loss
   h. Whether Police authorities has been informed
   I. Estimate of loss
3. On receipt of all the required information along with the claim form, The Company shall appoint a surveyor for assessing the loss/ claim within 72 hours of the receipt of intimation from the Insured. The Insured shall allow the surveyor to inspect the lost/damaged properties/goods. The Insured shall assist and not hinder or prevent the surveyor in pursuance of his/her duties. The Insured shall not abandon the insured property/items in the premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or the Surveyor.
4. The surveyor shall communicate his/her report to the Company within 30 days of his/her appointment.
5. If the Company, on the receipt of a survey report, finds that it is incomplete in any respect, the Company shall require the surveyor, under intimation to the Insured, to furnish an additional report on certain specific issues as may be required. Such a request may be made by the Company within 15 days of the receipt of the original survey report.
6. The surveyor on receipt of this communication shall furnish an additional report within three weeks of the date of receipt of communication from the Company.
7. On receipt of the survey report or the additional survey report, as the case may be, the Company shall within a period of 30 days offer a settlement of the claim to the Insured. If the Company, for any reasons to be recorded in writing and communicated to the Insured, decides to reject a claim under the policy, it shall do so within a period of 30 days from the receipt of the survey report or the additional survey report, as the case may be.

11. Right to Inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under this Policy.

12. Indemnity

The Company may at its option, if applicable reinstate, replace or repair the property lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. 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 and in any event not more than the Sum Insured thereon.

If in any case the Company shall be unable to reinstate or repair the insured property/item, because of any law or other regulations in force affecting insured property or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite under this Policy.

13. Subrogation

In the event of payment under this Policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights. The Insured and any claimant under this Policy 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 required by the Company, before or after Insured's indemnification, in enforcing or endorsing any

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rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

14. Contribution

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

15. Fraudulent Claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no Court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

16. Cancellation/Termination

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 short period rates (Given in the table below) for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice with grounds of cancellation, to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

Table of Short Period Scales	
Period of Risk (Not exceeding)	Premium to be retained (% of the Annual Rate)
15 days	10%
1 Month	15%
2 Months	25%
3 Months	30%
4 Months	35%
5 Months	40%
6 Months	50%
7 Months	60%
8 Months	70%
9 Months	80%
Exceeding 9 Months	Full Annual Premium.

17. Reinstatement of Sum Insured:

Position After the Claim:

a) After a claim is paid to the Insured under this Policy, the Sum Insured of this Policy shall stand reduced to the extent of the amount paid as claim.

b) The Insured has the option of reinstating the value of sum insured under the Policy to the original Sum Insured under the Policy by payment of additional premium to the Company.

c) Replenishment of value will be done only after the Company receives a written request from the Insured and premium is paid therefor.

At all times during the period of this Policy the 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, a 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.

Where after a claim under the Policy, if the Sum Insured is not reinstated, the liability for any subsequent claim shall be limited to the balance available Sum Insured under the Policy.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the Company's right 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 the option not to reinstate the Sum Insured as above.

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18. Policy Disputes:

The parties to this Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this Policy.

19. Payments:

All moneys payable under the Policy shall be in Indian Rupees only.

20. Arbitration clause:

a. The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

b. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

21. Notices:

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to -

- In case of the Insured, at the address specified in the Schedule to this Policy.
- In case of the Company, to the Policy issuing office of the Company.

22. Customer Service:

The Insured may contact the Policy issuing office of the Company at its address during normal office hours. The Company shall respond within 10 days of the receipt of any communication from its policyholders in all matters, such as:

a) Recording change of address;

b) Issuance of duplicate policy;

c) Issuance of an endorsement under the policy; noting a change of interest or sum assured or perils insured, financial interest of a bank and other interests; and

d) Guidance on the procedure for registering a claim and early settlement thereof.

23. Grievances:

If the Policyholder has a grievance that the Policyholder wishes the Company to redress, the Policyholder may contact the Company with the details of his grievance through:

Website	https://www.indusindinsurance.com
e-mail	services@indusindinsurance.com
Telephone	022 4890 3009 (paid)
Post/Courier	Any branch office, the correspondence address, during normal business hours
Write to us at (Correspondence Only)	IndusInd General Insurance, 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off. Western Express Highway, Goregaon (E), Mumbai - 400063

For further details on Grievance redressal procedure
please refer: https://www.indusindinsurance.com/Insurance/About-Us/Grievance Redressal.aspx

If the Policyholder is not satisfied with the Company's redressal of the Policyholder's grievance through one of the above methods, the Policyholder may approach the nearest Insurance Ombudsman for resolution of the grievance. The contact details of Ombudsman offices are mentioned below:

OMBUDSMAN OFFICE			
Office of the Ombudsman	**Address**	**Contact Details**	**Areas of Jurisdiction**
AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 001.	Tel.: 079 - 27546150/27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560078.	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka

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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 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar – 751 009.	Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneshwar@cioins.co.in	Orissa
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 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018.	Tel.: 044 - 24333668 / 24335284 Fax: 044 – 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@cioins.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM).	Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
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 - 500 004.	Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana and UT of Yanam - a part of UT of Pondicherry.
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	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, LIC OF INDIA, 10th Floor, 'Jeevan Prakash', Divisional Office, M. G. Road, Ernakulam, Kochi – 682011.	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072.	Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, UT of Andaman & Nicobar Islands, Sikkim
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur,

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			Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkar Nagar, Sultanpur, Maharajgang, Sant Kabir Nagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharath Nagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Dist: Gautam Buddh Nagar, U.P. - 201301.	Tel.: 0120 - 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Budha Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiram Nagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006.	Tel.: 0612 - 2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	Tel.: 020 - 41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The updated details of Insurance Ombudsman are available on IRDAI website: www.irdai.gov.in, on the website of General Insurance Council: www.gicouncil.in, our website www.indusindinsurance.com

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