

My Home Policy

The HNB General Insurance Limited (the Company) will provide the insurance protection described in this Policy in respect of the house and/or its contents and the additional protection stated herein during the period of insurance subject to the insured having paid or agreed to pay the premium required. The proposal and declaration made by the Insured are the basis of and form part of this policy. This policy is a contract between the Company and the Insured and all the terms, conditions, exclusions which appear in the Policy or are endorsed on or attached to the Policy are part of the Contract.

Section A – Material Damage

The property stated in the schedule is covered against the following perils subject to annexure 1 attached hereto:

1. Fire and lightning
2. Explosion
3. Impact Damage
4. Aircraft Damage
5. Cyclone, Storm, Tempest
6. Flood
7. Bursting and or Overflowing of water tanks apparatus or pipes
8. Earthquake
9. Specified natural perils
10. Electrical Fire and Lightning Damage to Electrical Appliances & Installations
11. Burglary
12. Alternative accommodation and/or loss of rent
Loss of rent or reasonable additional expenses for alternative accommodation, in the event of the buildings being rendered uninhabitable by any of the above causes but only for the period necessary for repair and not exceeding Rs,20,000/= per month for a maximum period of six months.
13. Accidental breakage of fixed glass in furniture
The cost of repairing accidental breakage of fixed glass in furniture excluding television sets and hand mirrors.
14. Removal of debris
The cost of removing debris of the buildings and/or contents following loss or damage caused by a peril insured by this section up to an amount not exceeding Rs.300,000/-
15. Visitor's personal effects
Loss or damage to visitor's personal effects as a result of an insured peril up to Rs.10,000/- whilst contained in the building within the period of insurance.
16. Damage to Solar Heating System and Dish Antennas

The Company will pay for damages due to collapse of solar heating systems and dish antennas up to Rs.10,000/- within the period of insurance.

17. Damage to Landscaping

The Company will pay for damages to landscaping up to Rs.10,000/- during the period of insurance caused by a peril insured under this policy.

Basis of Indemnity

In the event of loss or destruction or damage to the property covered by any of the above cause during within period of Insurance, the Company will pay to the Insured, subject to terms stated in this policy, the cost of repair or replacement after adjustment has been made for betterment, wear and tear and depreciation of the property lost, destroyed or damaged.

However, full cost without any deduction for wear and tear and depreciation will be paid:-

(a) In respect of Buildings provided property covered is maintained in good repair and or replacement of the loss, destruction or damage has been made affected and Sum Insured is not less than the replacement value.

(b) In respect of contents for furniture, carpets, domestic appliances, televisions, radio and hi- equipment which are less than one year old and are totally lost or destroyed, subject to the Sums Insured being not less than the replacement values.

- In case of items consisting of articles in a pair or set(whether included in buildings or contents) proportionate value of the lost/ damaged part or parts will only be paid, without reference to any special value which such article or articles may have as part of such pair or set.
- The total liability of the Company during any one Period of Insurance under the foregoing headings shall not exceed the Sum Insured by each item.

Section B – Personal/Legal Liability

The company agrees to pay, all sums which the Insured may be legally liable to third parties as owner of the Building or as a private householder occupying the building in respect of:

- (a) Accidental bodily injury
- (b) Accidental damage to property

Occurring in or about the building during the period of Insurance in respect of any one accident or series of accidents contributing to one event, plus all legal costs and expenses incurred by the insured with Company's written agreement. The maximum payable under this section during the period of insurance is the sum insured under section A of the policy or Rs.500,000/- whichever is lower.

The company shall not pay:

- (a) For bodily injury, including death or illness to any person being a member of the Insured's family or house-hold or at the time of sustaining such injury, death or illness engaged in and upon the service of the Insured.
- (b) For damage to property belonging to or in the charge of or under the control of the Insured or a member of the Insured's family or household.

- (c) For bodily injury or damage arising out of or incidental to:
 - i) The Insured's profession or business
 - ii) The use of lifts, elevators or vehicles
 - iii) Any deliberate act of the insured or members of the household
 - iv) Direct or indirect consequence of pollution or contamination
- (d) For liability assumed by agreement unless such liability would have attached not withstanding such agreement.

Section C – Food in Freezers

The Company will pay the cost of replacing the food in any domestic deep freezer spoiled by :

- (a) Accidental failure of the electricity supply for any continues period of 6 hours provided that failure is not caused by the deliberate act of the supply authority.

Section D – Personal Accident

Cover is provided for Insured/spouse dependent children and domestic sta against bodily injury resulting in death or permanent disablement.

1. "Bodily Injury" means personal injury occurring due to solely and directly by accidental, violent, external and visible means
2. "Total and Permanent disablement" means disability caused by bodily injury, which wholly prevents the insured persons from engaging in any business or occupation.

The Company will pay the insured person or to his legal representatives, the compensation stated below, if bodily injury is sustained by the insured person.

TABLE OF PERMANENT DISABLEMENT	
Schedule of Permanent Disability Benefits (as a percentage of the Sum Insured)	
Description of Disablement	Percentage of Benefits
Death and/or Permanent Total Disablement	100%
Loss of sight in both eyes	100%
Loss of sight in one eye or one limb	100%
Loss of both limbs	100%
Loss of toes or fingers	10%

Special Conditions Applicable to this Section:

(a) Injury for which compensation is or may be claimed must be reported to the Company in writing as soon as reasonably possible and be verified by certification from a registered medical practitioner and other evidence required.

(b) The Company is entitled to arrange medical examination of the injured person or in the case of death to require the deceased's legal representatives to arrange a post-mortem examination at the Company's expense.

Exceptions

This section does not cover death or disablement

(a) Due to per-existing physical or mental defect or insanity

(b) Contributed to or caused by the Insured person failing to obtain and follow proper medical or surgical advice

(c) As a result of self-inflicted injury, suicide, the influence of alcohol or drugs

(d) As a result of mountaineering necessitating the use of ropes or guides, any sport for which payment is received, any activity using under water breathing apparatus, racing other than on foot, military air force or naval services or operations, aviation other than as a passenger in a fully licensed passenger carrying aircraft, willful exposure to danger

Section E – Pet Cover

Medical Expenses Cover

Costs Incurred for treatment of your pet dog or cat from a Registered Veterinary Practitioner including prescribed medicines.

Exclusions

We shall not pay for:

1. Treatment that are aimed at preventing a condition e.g. neutering/ ea treatment/ vaccinations/ nail clipping.
2. Behavioral problems
3. Illness arising within the first 30 days of cover.
4. Home visit, unless the veterinary practitioner feels this is absolutely necessary for the pet's welfare
5. Congenital or hereditary conditions
6. Pets used for work, racing, or commercial gain
7. Dental treatment
8. Diet food
9. Routine/Annual vaccination

General Conditions

The following conditions apply to this policy:

1. Limit of Indemnity

The amount payable in each period of insurance will not exceed the relevant Sum Insured or limit in the Schedule.

In respect of deeds, documents and business books the Company will not be liable for more than their value as stationery, together with the clerical cost of re-writing.

2. Under Insurance

If upon the happening of an Insured event the relevant Sum Insured is less than the value of the property insured, the amount payable will be reduced proportionately.

3. Date of occurrence

Any loss, damage or accident must arise during the period of Insurance

4. Observance of policy terms

Any persons claiming indemnity must take all reasonable precautions for the safety of the Insured property and to prevent accident.

Risks not covered

5. This insurance does not cover

i. a) Loss by theft during or after the occurrence of a re:

b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process

c) Loss or damage occasioned by or through or in consequence of:

1) The burning of property by order of any public authority

2) subterranean re.

d) Loss or damage occasioned by or through or in consequence of or contributed to by nuclear weapons material.

ii. This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 5 (ii) only, combustion shall include any self-sustaining process of nuclear fission.

6. This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly of any of the following occurrences, namely:

a. War, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) civil war.

b. Mutiny, riot, military or popular rising, insurrection, Rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege or terrorism.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through, or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this condition 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.

7. Risk not covered unless expressly included

Unless otherwise expressly stated in the Policy this insurance does not cover

- a. Goods held in trust or on commission;
- b. Bullion or unset precious stones;
- c. Any Curio or work of art for an amount exceeding Rs.500/-
- d. Manuscripts, plans drawings or designs, patterns, models or moulds;
- e. Securities, obligations, or documents of any kind, stamps, coins or paper money, cheques, books of account or other business books, and computer systems records;
- f. Loss or damage occasioned by its own spontaneous combustion;
- g. Explosives;
- h. Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie pampas, patnas, or jungle, and the clearing of lands by re.

8. Precautions

The insured must take all reasonable precautions for the safety of the insured property and to prevent accident.

9. Change in risk

This insurance shall cease to be in force if any alteration be made whereby the risk of loss, damage, accident is increased until such alteration shall be agreed by the Company in writing.

10. Cancellation

This insurance may be terminated at any time at the request of Insured in which case the company will retain the customary short period rate for the time the policy has been force. This insurance may also at any time be terminated at the option of the company, on notice to that effect being given to the insured by registered post to the insured's last known address in which case the company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancelation.

11. Non-disclosure

This insurance shall be null and voidable if there has been misrepresentation, misdescription or non-disclosure of any material fact.

12. Contribution

If at the time of any loss, destruction or damage or liability arising under this policy there is any other insurance covering the same loss, destruction, damage or liability, the Company will pay only its ratable share.

13. Claims

When an incident that may give rise to a claim occurs, insured must:

- a. Report the incident immediately to the company.
- b. For loss, destruction or damage claims
 - 1) Provide company with documents, information and evidence as Company may require at Insured's expense.
 - 2) Notify the police and/or relevant authorities immediately when in case of loss, destruction or damage by malicious persons, riot or strike or burglary.
- c. For liability claims, the Insured must
 - 1) Send the Company any claim or summons immediately when it is received.
 - 2) Not negotiate, pay, settle, admit, or repudiate any claim without the Company's consent
- d. In case of accidental injuries
The person injured must be attended by a qualified and registered medical practitioner, and submit to any treatment recommended.

Company's rights after a claim:

Company is entitled to -

- a) Enter any building where loss, destruction or damage to property insured has happened, take possession of and deal with any salvage in a reasonable manner, but no property may be abandoned to the Company.
- b) Conduct in Insured's name the defense or settlement of any legal action and take proceedings at its expense and for its own benefit, but in Insured's name to recover any payment Company has made under the policy to anyone else.

14. Forfeiture :

If any claim under this Policy be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy all benefits thereunder shall be forfeited.

15. Arbitration :

If any difference arises as to the amount to be paid under this policy (liability being otherwise admitted) the matter will be referred to an arbitrator appointed by the parties in accordance with the statutory provisions relating to Arbitration then in force and making of an Award shall be a condition precedent to any right of action against the Company.

16. Time limit for Company's liability :

In no case whatever shall the company be liable for loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

17. Average :

If the property hereby insured shall, at the breaking out of any fire or at the time of occurrence of any other insured loss or damage, 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 ratable proportion of the loss or damage accordingly. Every item, if more than one, of the policy shall be separately subject to this condition. Where the property is a private dwelling house and/or its contents, this condition of average will not apply provided the sum insured is at least 75% of the value of the property insured.