



The New India Assurance Company Ltd
87, Mahatma Gandhi Road ,Fort, Mumbai-400001
UIN:NIA-OT-P15-02-V01-15-16

NEW INDIA GRIHA SUVIDHA POLICY

This Householder's Insurance is issued by Us (The New India Assurance Co. Ltd.) to You, (the Insured named in the Schedule) relying upon Your Proposal and Declaration for this or for a previous Policy of which this is a renewal.

This Policy includes the terms and conditions contained herein and the Schedule attached which together shall form the contract of insurance.

This Policy shall be void if the premium has not actually been received in full by the Company before commencement of the Period of Insurance.

Definitions

In this Policy

We/Us/Our refers to The New India Assurance Co. Ltd.,

You/Your refers to the Insured described in the Schedule.

'Period of Insurance' is the period for which this Policy is issued as specified in the Schedule.

'Property' refers to the various items covered by this Policy under different Sections as described in the Schedule.

'Sum Insured' is the maximum amount specified in the Schedule against each Property up to which we may indemnify you in case of Loss or Damage.

Insuring Clause

We agree to indemnify You under different Sections of this Policy, against Loss or Damage to Property specified for each Section in the Schedule, if such Loss or Damage is caused by a Risk specified in that Section during the Period of Insurance.

Our liability for any Loss or Damage shall be to the extent of Indemnity subject to Sum Insured, terms, provisions, special exceptions and conditions contained in each Section and further subject to General Conditions and General Exceptions contained herein.

Should a claim attract coverage under different Sections for the same Property, We shall be liable to admit the same only under one Section.

SECTION I – FIRE & ALLIED PERILS (CONTENTS EXCLUDING JEWELLERY & VALUABLES)



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I a) RISKS

We will indemnify You for loss or damage to the Contents stated in the Schedule whilst contained in the Insured Premises and caused by:

1. Fire, but excluding destruction or damage caused to the property 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 but excluding destruction or damage caused to the boilers (other than domestic boilers), economizers or other vessels in which steam is generated, machinery or apparatus subject to centrifugal force by its own explosion/implosion.
4. Aircraft Damage
Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.
5. Riot, Strike, Malicious Damage
Loss of or visible physical damage or destruction by external violent means directly caused to the property insured caused by any Riot Strike or Malicious Damage 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 or public peace) in any malicious act.

If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.
6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation
7. Impact Damage
Impact by any Rail/Road vehicle or animal by direct contact not belonging to or owned by



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- a) the Insured or any occupier of the premises or
 - b) their employees while acting in the course of their employment
8. Subsidence and Landslide including Rock slide
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 ground works or excavations.
9. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
10. Missile Testing operations
11. Leakage from Automatic Sprinkler Installations but excluding destruction or damage caused by
- a) Repairs or alterations to the buildings or premises
 - b) Repairs, Removal or Extension of the Sprinkler Installation
 - c) Defects in construction known to the Insured.
12. Bush Fire but excluding destruction or damage caused by Forest Fire.
13. Earthquake (Including loss or damage by fire)
14. Terrorism & Sabotage

I b) SPECIAL EXCEPTIONS
(Applicable to Section-I)

We shall have no liability under this Section in respect of:

- a) loss of or damage to articles of consumable nature.
- b) loss of or damage to money, securities, stamps, stamp collections, bullion, livestock, motor vehicles and pedal cycles.
- c) loss of damage of deeds, bonds, bill of exchange, promissory notes shares and stock certificates, business books manuscripts documents of any kind, unset precious stones and jewelry and valuables, unless specifically declared and covered.

I c) EXCESS(Applicable to Section-I)

You shall bear 1% of the Sum Insured under this section each and every loss or damage in respect of which a claim is admitted under this policy.



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SECTION II – BURGLARY, HOUSEBREAKING OR THEFT (CONTENTS EXCLUDING JEWELLERY & VALUABLES)

II a) RISKS

We will indemnify You for loss or damage to the Contents specified in the Schedule whilst contained in the Insured Premises and caused by Burglary, Housebreaking Larceny & Theft.

II b) SPECIAL EXCEPTIONS (Applicable to Section-II)

We shall have no liability in respect of :

- (i) loss or damage by Burglary, Housebreaking, Larceny or Theft where any of the members of the Your family is involved as principal or accessory.
- (ii) Loss of or damage to livestock, motor vehicles and pedal cycles.
- (iii) loss or damage to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, unset precious stones and jewelry and valuables, unless specifically declared.

II c) EXCESS (Applicable to Section II)

You shall bear 1% of the Sum Insured under this section for each and every loss or damage in respect of which a claim is admitted under this policy.

SECTION III - JEWELLERY AND VALUABLES

III a) RISKS

We will indemnify You in respect of loss of or damage to Jewelry and Valuables including what is specified in the Schedule caused by Accident or Misfortune whilst anywhere in India.

Jewelry shall mean articles and accessories of gold, silver, precious metal, gemstones and the like. Valuables shall mean watches, cameras, furs, curios and other works of art, stamp, coin and medal collections and such items of value.

An accident or misfortune may be defined as “a sudden violent, unforeseen, unexpected and involuntary event taking place which results in physical loss or damage to the insured item.

Provided further that where any item damaged can be repaired. We will be liable to pay only the expenses necessarily incurred to restore such item to its state prior to damage but not exceeding the sum insured in respect of this section.



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III b) SPECIAL EXCEPTIONS **(Applicable to Section-III)**

We shall have no liability in respect of :

- i) loss or damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or to china marble, gramophone records and other articles of brittle or fragile nature-
- ii) Mysterious disappearance, unexplainable losses, loss due to misplacement and missing items.
- iii) loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- iv) loss or damage caused by mechanical derangement or over winding of watches and clocks.
- v) theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
- vi) loss or damage whilst being conveyed by any carrier under contract of affreightment.

III c) SPECIAL CONDITIONS **(Applicable to Section-III)**

i) Where any item insured hereunder consists of articles in pair or set Our liability in respect thereof shall not exceed the value of any particular part of 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.

ii) No one article or pair of articles is deemed to be more than 10% of the sum insured under this Section unless separately specified and value stated. Five such specified items can be covered.

III d) EXCESS **(Applicable to Section III)**

You shall bear 1% of the Sum Insured under this section for each and every loss or damage in respect of which a claim is admitted under this policy.

SECTION IV - BREAKDOWN OF DOMESTIC APPLIANCES

IV a) RISKS

We will indemnify against unforeseen and sudden physical damage including accidental external damage caused due to mechanical and or electrical breakdown of Domestic



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Appliances specified in the Schedule whilst contained in or fixed at the Insured premises. subject to the Sum Insured specified in the policy schedule.

IV b) SPECIAL CONDITION
(Applicable to Section IV)

The Sum Insured in respect of each Appliance specified in the Schedule for this Section shall be:

- a. Equal to the market value of the item of the same kind and capacity. The market value of an item shall be the present day value in its current state taking into account its age, usage and wear and tear and it may be taken as a fair measure of indemnity subject to maximum of the sum insured in the section.
- b. Repair expenses necessarily incurred to restore the damaged item to its former state of serviceability before loss.

IV c) SPECIAL EXCEPTIONS
(Applicable to Section IV)

We shall not be liable in respect of :

- i) Loss or damage caused by or arising out of Your willful gross negligence
- ii) Loss or damage due to faults existing at the time of commencement of this insurance and known to You.
- iii) Loss or damage for which the manufacturer or supplier of the Property is liable under contract.
- iv) Cost of transport to the repair shop and back to the Insured's premises of any insured Property arising out of any damage.
- v) Loss of or damage to any insured Property by perils which are insurable under other Section of this policy.
- vi) Loss of or damage to any insured Property occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority of such Property or by permanent or temporary dispossession of any building, resulting from the unlawful occupation by the insured of the building.

IV d) EXCESS

You shall bear 1% of the Sum Insured in this section for each and every loss or damage in respect of which a claim is admitted under this policy.

SECTION V- TELEVISION SET/DESKTOP INSURANCE

V a) RISKS

We will indemnify You in respect of :



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1. loss of or damage to the Television Apparatus and/or Desktop described in the Schedule whilst contained or fixed in the insured premises by :
 - a) Fire lightning, explosion of gas in domestic appliances.
 - b) Bursting and overflowing of water tanks, apparatus or pipes.
 - c) Aircraft or articles dropped therefrom.
 - d) Earthquake fire and/or shock.
 - e) Flood, Inundation, Typhoon, Storm, Tempest, Hurricane, Tornado and Cyclone.
 - f) Riot, Strike or Malicious Act.
 - g) Burglary and/or House breaking or Theft.
 - h) Accidental external means
 - i) Mechanical or Electrical breakdown.
2. damage to property belonging to You or in You custody, caused by breakage or collapse of the antenna fittings or mast of the Television Apparatus and or accessories in the case of Desktop respectively , in so far as such property is not otherwise insured. Our liability in respect of such damage during the Period of Insurance of this Policy is limited upto 10% of the limit opted .

DEFINITION

The term “Television Apparatus” as used herein shall mean and include the Television Set, the accessories forming part of the set and the Antenna both external and internal.

The term “Desk top” is also meant to include the accessories and peripherals forming part of Desktop. A desktop is a personal computer intended for regular use at a single location . The components shall include the central processing unit, computer monitor, keyboard and mouse.

V b) SPECIAL CONDITION
(Applicable to Section V)

The Sum Insured specified in the Schedule for this Section shall be:

- a) equal to the market value of the item of the same kind and capacity. The market value of an item shall be the present day value in its current state taking into account its age , usage and wear and tear and it may be taken as a fair measure of indemnity subject to maximum of the sum insured in the section.
- b) repair expenses necessarily incurred to restore the damaged item its to its former state of serviceability before loss.

V c) SPECIAL EXCEPTIONS

We shall not be liable in respect of:

- a) loss of or damage to External antenna or fittings by theft unless the Television Apparatus &/or Desktop is self is stolen at the same time.



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- b) loss of or damage caused by or arising out of or traceable to erection, repairing or dismantling of the Television Apparatus &/or Desktop
- c) loss of or damage for which the manufacturer or supplier of the Television apparatus &/or Desktop is responsible either by and / or contract.
- d) Liability assumed by the Insured by Agreement unless such liability could have affected to the insured notwithstanding such agreement.

V d) EXCESS

You shall bear 1% of the Sum Insured in the Section , of each and every loss or damage in respect of which a claim is admitted under this policy.

SECTION VI – FIRE & ALLIED PERILS (Residential Premises)

VI a) RISKS

If the cover is specifically opted for and included in the Schedule, We will indemnify You for loss or damage to the Residential Premises stated in the Schedule caused by:

1. Fire, but excluding destruction or damage caused to the property 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 but excluding destruction or damage caused to the boilers (other than domestic boilers), economizers or other vessels in which steam is generated, machinery or apparatus subject to centrifugal force by its own explosion/implosion.
4. Aircraft Damage
Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.
5. Riot, Strike, Malicious Damage
Loss of or visible physical damage or destruction by external violent means directly caused to the property insured caused by any Riot Strike or Malicious Damage 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



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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 or public peace) in any malicious act.

If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.

- 6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation
- 7. Impact Damage
Impact by any Rail/Road vehicle or animal by direct contact not belonging to or owned by
 - a) the Insured or any occupier of the premises or
 - b) their employees while acting in the course of their employment
- 8. Subsidence and Landslide including Rock slide
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 groundworks or excavations.
- 9. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
- 10. Missile Testing operations
- 11. Leakage from Automatic Sprinkler Installations but excluding destruction or damage caused by
 - a) Repairs or alterations to the buildings or premises
 - b) Repairs, Removal or Extension of the Sprinkler Installation
 - c) Defects in construction known to the Insured.
- 12. Bush Fire but excluding destruction or damage caused by Forest Fire.
- 13. Earthquake (Including loss or damage by fire)
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VI c) SPECIAL CONDITION :



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If the Residential Premises 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 of greater value than the sum insured thereon specified in the Schedule for this Section, then You shall be considered as being Your own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

VI c) SPECIAL EXCEPTIONS

- i) Loss, destruction or damage caused to the insured property by pollution or contamination excluding :
 - a) pollution or contamination which itself results from a peril hereby insured against.
 - b) any peril hereby insured against which itself results from pollution or contamination
- ii) Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, 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.
- iii) Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
- iv) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- v) Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
- vi) Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
- vii) Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineers Fees and (ii) Debris Removal by the Insured following a loss, destruction or damage to Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
- viii) Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.



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d) EXCESS

You shall bear the first 5% of each and every claim subject to a minimum of Rs.10,000 in respect of each and every loss arising out of “Act of God perils” such as Lightning, STFI, Subsidence, Landslide and Rock slide covered under the policy

The Excess shall apply per event per Insured.

General Conditions
(Applicable to all Sections of the Policy)

1. Effect of Misrepresentation, Mis-description, Non-Disclosure

In the event of misrepresentation, fraud, non-disclosure of any material facts or non-co-operation on your part , the policy shall be cancelled by us by giving 15 days notice in writing ,in which case we shall return to you proportionate premium corresponding to the unexpired Period of Insurance , provided no claim has been made by you under this policy.

2. Duty of Insured

You shall always

- a) take all reasonable steps and precautions to safeguard Property insured under this Policy against any loss or damage and prevent the occurrence of any accident.
- b) comply with all statutory provisions or other regulations.
- c) exercise reasonable care that only competent employees are employed.

3. Communications

Every communication to Us under this Policy shall be made in writing to Our office through which this insurance is affected.

4. Claim Procedure

- a. Upon occurrence of any event giving rise to or likely to give rise to a claim under this Policy You shall:
 - i. give immediate notice to Us of the same. In the event of burglary, housebreaking, theft or other criminal act You shall also lodge forthwith a



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- complaint with the Police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.
- ii. thereafter without delay furnish Claim Form with detailed particulars of the amount of loss or damage
 - iii. substantiate the claim with necessary bills, vouchers, receipts, documents, materials, explanations and evidence.
 - iv. provide to Us and/or Surveyor, Investigator or other person as may be appointed by Us, all information, clarification, evidence as may be considered necessary
- b. You shall not proceed with any repair or replacement before survey or without consent being given by Us or the Surveyors.
- c. If a claim shall in any respect be fraudulent or if any fraudulent means or device used by You or any one acting on Your behalf to obtain any benefit under this policy, all benefits under the policy shall be forfeited.

5. Indemnity

- a. In the event of any loss or damage, indemnity shall be restricted to the cost of repairs or the value of the Property at the time of such loss or damage whichever is less, subject to the Sum Insured specified in the policy schedule.
- b. The market value of an item shall be the present day value in its current state taking into account its age , usage and wear and tear and it may be taken as a fair measure of indemnity subject to maximum of the sum insured in the section.
- c. In case of repairs, we will pay expenses necessarily incurred to restore the damaged item its to its former state of serviceability before loss.
- d. We will not be liable to pay any consequential loss arising in any circumstances whatsoever.
- e. Not more than 2 claims each section(I to V) shall be allowed during the policy period subject to the maximum Sum Insured of the said section.
- f. The Sum Insured cannot be reinstated in the event of a claim.(I to V)

6. Contribution

In the event that any loss or damage covered by this Policy is also covered by any other insurance whether or not effected by You, this Policy shall pay only so much of the excess of the loss or damage as is not recoverable under such other insurance, subject to other terms and conditions of this Policy.

7. Cancellation

You may also request cancellation of this Policy at any time in which case We shall do so retaining the premium for the period till this Policy has been in force at the short period scale of rates as mentioned below:



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Period not exceeding 1 month	Refund 75% of premium
Exceeding 1 month but not exceeding 2 months	Refund 62.5 % of premium
Exceeding 2 months but not exceeding 3 months	Refund 50% of premium
Exceeding 3 months but not exceeding 4 months	Refund 37.5% of premium
Exceeding 4 months but not exceeding 6 months	Refund 25% of premium
Period exceeding 6 months	No refund

- i. However You shall not be entitled for refund if there has been a claim under this Policy.

8. Arbitration

- i. If We have admitted liability for any claim but a dispute arises as to the quantum payable, it shall be referred to the arbitration by a sole arbitrator to be appointed by us by mutual consent.
- ii. If there is no mutual consent on a sole arbitrator within 30 days of anyone party invoking arbitration, the dispute shall then be referred to three arbitrators of whom one each shall be appointed by each of the parties to this contract and the third arbitrator shall be appointed by the two arbitrators.
- iii. The arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- iv. No dispute shall be referred to arbitration if We have not admitted or have disputed, liability for a claim.

9. Disclaimer

It hereby agreed and declared that if We disclaim liability for any claim and it is not within 12 calendar months from the date of disclaimer be made the subject matter of a legal proceeding before a Court or other forum, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

10. Observation of Terms and Conditions

The due observance and fulfillment by You of the terms, conditions and endorsements of



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this Policy in so far as they relate to anything to be done or complied with by You shall be a condition precedent to any liability for Us under this Policy.

GENERAL EXCEPTIONS
(Applicable to all Sections of this Policy)

We shall have no liability under this Policy in respect of:

- a. The amount of Excess if shown against any Property, in any claim.
- b. Loss or damage whether direct or indirect occasioned by happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion revolution, insurrection military or usurped power or civil commotion or loot or pillage in connection therewith.
- c. Loss or damage caused by depreciation or wear and tear.
- d. Consequential loss of any kind or description.
- e. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by
 - i. nuclear weapons material.
 - ii. ionising radiations 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 if nuclear fission.

GRIEVANCE REDRESSAL:

In the event the Insured has any grievance relating to this insurance, You may contact any of the Grievance Cells at the Regional Offices of the Company or Office of the Insurance Ombudsman under the jurisdiction of which the Policy Issuing Office falls.
