



HOME INSURANCE

TPL Insurance

11th & 12th Floor, Centrepoint, Off Shaheed-e-Millat Expressway,
Adjacent KPT Interchange, Karachi. Postal Code: 74900.
PABX: (021) 37130223 Fax: (021) 35316031-35316032
Email: insurance@tplinsurance.com Website: www.tplinsurance.com



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 TPL Insurance 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) domestic outbuildings, garages, walls, gates and fences from perils mentioned underneath. Provided always that the amount payable herein in respect of any one accident or series of accidents constituting one occurrence shall not in any case exceed the sum of Rs. 20,000/- (Rupees twenty thousand only)

all owned by the insured or for which the insured is legally responsible and within the premises named in the schedule.

The building is covered against loss or damage directly caused by:

1. FIRE, LIGHTNING or EXPLOSION.
2. AIRCRAFT and other aerial devices or articles dropped there from.
3. EARTHQUAKE.
4. STORM or TEMPEST, FLOOD EXCLUDING subsidence, landslip, however caused; loss or damage to domestic outbuildings, walls, gates, fences.
5. IMPACT by any vehicle EXCLUDING loss or damage caused by any vehicle belonging to or under the control of the insured or any permanent member of his household.
6. RIOT OR STRIKE (AS DEFINED in attached clause) EXCLUDING any loss or damage whilst the building(s) are unfurnished.
7. MALICIOUS INTENT (as defined in attached clauses) EXCLUDING loss or damage whilst the building(s) are unfurnished.
8. ACCIDENTAL BREAKAGE OF FIXED GLASS EXCLUDING loss or damage whilst the building(s) are unfurnished or uninstalled glass(s). Maximum liability of the company is restricted to Rs. 10,000.

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 material, 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, mobile phone, Lap Top, Note Books, Palm Tops, i-pods and any other similar device, 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.
4. STORM or TEMPEST, FLOOD EXCLUDING subsidence, landslip, however caused, loss or damage to contents of
5. Domestic outbuildings, loss or damage to contents in open.
6. IMPACT by any vehicle EXCLUDING loss or damage caused by any vehicle belonging to or under the control of the insured or any permanent member of his household.
7. RIOT OR STRIKE (AS DEFINED in attached clause).
8. MALICIOUS INTENT (AS DEFINED in attached clause).
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. Provided always that claim shall not be payable under this peril in the event of the premises being left unoccupied by day or night for a continuous period exceeding 72 hours in respect of jewelry or seven days for other goods.

This Section does NOT indemnify the insured against loss or damage to refrigerators, wireless receiving sets or other electrical apparatus caused by over-running, excessive pressure, short circuiting, self heating or leakage of electricity.

Section Three: Jewelry

This Section covers PHYSICAL LOSS OF OR DAMAGE to the jewelry described in the attached specification from perils mentioned under Section Two except as hereinafter specified but is limited to the Sums Insured stated 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 jewelry unless such breakage is caused by burglars, thieves or fire; loss or damage caused by, wear and tear, gradual deterioration; damage to or deterioration of any



article directly caused by the actual process of dyeing, cleaning, repair, or renovation.

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.

Extension Jewelry is also covered in Bank locker but is limited to the sum insured stated in the schedule.

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) become totally uninhabitable following damage caused by any of the insured perils specified in section ONE and TWO, 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 time of loss: Architect's and Surveyor's fee necessarily 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 Rs. 30,000.

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

Section Five: Third Party Legal Liability

This section covers the insured's third party legal liability for third party property damage or bodily injury as Owner or Landlord or Tenant where the Buildings only are insured herein, as OCCUPIER where the Contents only are insured herein; as OWNER or OCCUPIER where both the Building and Contents are insured herein;

The Limit of Liability in respect of all claims under this section shall not exceed Rs. 100,000 for anyone accident or series of accidents arising out of any one event, PLUS the costs and expenses incurred by the insured with the Company's consent, in defense of any such claim.

Indemnity is provided under this section for Bodily Injury by Accident or Disease or Damage to property happening during the period specified in the schedule for which legal liability may attach to the insured as owner or occupier of the Building named in the Schedule in respect of accidents occurring in or about the premises.

This Section does NOT indemnify the insured against any liability

- 1) arising out of incidental to any profession, occupation or business,
- 2) which has been assumed under contract and would not otherwise have attached,
- 3) arising out of the ownership, possession or operation of

- a. any mechanically propelled or horse-drawn vehicle other than a domestic gardening implement operated within the insured premises,
 - b. any power operated lift.
- 4) for bodily injury by accident or disease to any person who, at the time of sustaining such injury, is engaged in the insured's service, or to any member of the insured's family or household.
 - 5) for damage to property belonging to or in the care, custody or control of the insured or a member of his family or household or a person in his service.

Section Six: Personal Accident

The Company will indemnify the insured against in case the Insured shall sustain any bodily Injury caused by accidental external and visible means which injury shall occur solely and independently of any other cause result in his death, the company will pay to the Insured or in the event of his death, to his legal representatives the compensation stated in the Schedule.

Conditions

- 1. This policy does not cover
 - a. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing, radiations or radioactive contamination from any nuclear fuel or from any nuclear waste.
 - b. any contingency occasioned by or happening through war invasion act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, civil commotion or any popular uprising against a recognized Government
 - c. loss or damage to any electrical machine, apparatus, fixtures or fitting (including electric fans, household or domestic appliances, television sets and radios) or to any portion of the electrical installation, arising from or occasioned by over running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause, provided that this exception shall apply only to the particular electrical machine, apparatus, fixture, fitting or proportions of the electrical installation which may be destroyed or damaged by fire set up.
 - d. consequential loss of any nature whatsoever excepting as provided in Section V or loss due to wear and tear or atmospheric action.
 - e. Breakage of any item or fixture, fittings, etc. except by a peril insured by this policy.
 - f. Jewelry, deeds, bonds, bills of exchange, promissory note, coin, paper money, securities of money, cheques, documents of description, stamps, model of motor vehicles/accessories or stocks unless specifically declared and agreed by the Company.
- 2. If at the time of any loss, damage or liability arising under this policy there shall be any other insurance covering such loss damage or liability or and part thereof the Company shall not be liable for more than its ratable proportion thereof.
- 3. If the declared full value and more specifically described in the Schedule of the property covered hereby be less than the actual value at the time of destruction of or damage to such property by any peril insured

against the amount payable shall be proportionately reduced.

4. The insured shall
 - a. on the happening of any loss or damage to the property insured give immediate notice thereof in writing to the Company and shall at his own expense within thirty days after the happening of such loss or damage deliver to the company a claim in writing with such detailed particulars and proofs as may be reasonably required. In case of loss or damage by burglary, housebreaking or any attempt threat the insured shall take all practicable steps to discover and punish the guilty persons and to trace and recover the property and shall immediately upon the discovery of the loss or damage notify to the Police Authorities.
 - b. on receiving notice of any accident or claim arising under section VI of this policy give immediate notice thereof in writing to the Company and shall supply full particulars thereof in writing and shall send to the Company any Writ, Summons or other legal process issued or commenced against the insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.
 - c. not incur any expense in making good on any damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without prior consent of the Company.
5. 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 of 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 Insured to recover compensation or secure indemnity from any third party in respect of any thing covered by this policy.
6. If any claim under this policy shall be in any respect of fraudulent or if any fraudulent means or devices used by the insured or anyone acting on his behalf to obtain any benefit under this policy or benefits thereunder shall be forfeited.
7. The due observance and fulfillment of the terms provisions, conditions, and endorsements of this policy in so far as they relate to any thing to be done or complied with by the insured and the truth of the statements and answers in the proposal forms shall be conditions precedent to any liability of the Company to make any payment under this policy.
8. The Company may cancel this policy by sending seven days notice by registered letter to the insured at his last known address and in such event the insured shall become entitled to return of a proportionate part of the premium corresponding to the unexpired premium of insurance.
9. In the event of the Company disclaiming liability to the Insured for any claim hereunder if such claim is not within twelve calendar months from the date of such disclaimer referred to arbitration under this provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

10. Any difference which shall arise between the Company and the insured or his representatives shall be referred to a single arbitrator or, if the parties are unable to 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. The obtaining of an award shall be a condition precedent to any liability of the Company or any right of action against the Company.
11. Under the following circumstances the insurance ceases to attach as regard the property affected unless the insured before the occurrence of any loss or damage, obtains the sanction of the Company signified by the endorsement upon the policy, by or on behalf of the Company
 - a. If property insured be moved to any building or place other than in which it is herein stated to be insured.
 - b. If the interest in the property insured passed from the insured otherwise than by will or operation of law.
12. This policy is subject to the law of Islamic Republic of Pakistan and the exclusive jurisdiction of the courts of Karachi.