

WHEREAS the Insured described in the Schedule hereto by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Cholamandalam MS General Insurance Co. Ltd. (hereinafter called the "Company") for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed herein, to indemnify the Insured to the extent of the intrinsic value of the property mentioned in the Schedule, of the Insured or member(s) of his family, as declared in the proposal so lost, destroyed or damaged, by Fire and allied perils as per standard fire and special perils policy including earthquake, Burglary or Accident, from any fortuitous cause, any time during the period of this Insurance and within the limits stated in the Schedule hereto, provided that the liability of the Company shall in no case exceed the Sum Insured set against such items in the Schedule thereto and not exceeding in the aggregate the total Sum Insured hereby provided further that where damage to any item can be repaired the Company will pay expenses necessarily incurred to restore the damage item to its former state of serviceability not exceeding the Sum Insured in respect of such item.

Exclusions

The Company shall not be liable in respect of:

1. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects of mildew or any other gradually operating cause.
2. Breakage, cracking or scratching or crockery, Glass, Cameras, Binoculars, Lenses, Sculptures, Curios, Pictures, Musical Instruments, Sports Gear and similar articles of brittle or fragile nature, unless caused by fire or accident to the means of conveyance.
3. Loss or damage caused by mechanical or electrical derangement/breakdown of any article unless caused by accidental external means.
4. Over winding, denting or internal damage of watches and clocks.
5. Loss or damage to Money, Securities, Manuscripts, Deeds, Bonds, Bills of Exchange, Promissory Notes, Stocks or Share Certificates, Stamps and Travel Tickets or Traveller's Cheque, business books or documents.
6. Theft from any car, except car of fully enclosed Saloon type having all the doors, windows and other openings securely locked and properly fastened.
7. Loss or damage whether direct or indirect arising from War, War like operations, Act of Foreign Enemy, Hostilities (whether War be declared or not) Civil War, Rebellion, Insurrection, Civil Commotion, Military or Usurped Power, Seizure, Capture, Confiscation, Arrests, Restraints and Detainment by the order of any Government or any other authority. In any action suit or other proceedings 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.
8. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
9. a) Any loss, destruction or damage to any property whatsoever or any loss or expense whatsoever, resulting or arising there from or any consequential loss and any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionising 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.
10. Terrorism
11. Consequential loss or legal liability of any kind.
12. Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.

Special Conditions

1. SINGLE ARTICLE LIMIT: Unless specifically and separately stated, the Company's liability in respect of each article or Pairs of articles shall not exceed 5% of the total Sum Insured under this Policy.
2. ARTICLES IN PAIRS OR SETS: Where any item 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 Insured value of the pair or set.
3. No one article or pair or article is deemed to be more than 10% of the Sum Insured under this Section unless separately specified and value stated.
4. The insured jewellery shall be periodically examined by a competent jeweller and that the Insured shall have all fastenings and settings of stones attended to as advised by the jeweller.

General Conditions

1. Every notice and communication to the Company required by this Policy shall be in writing.
2. This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact.
3. The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage. The Insured shall excise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
4. Upon the happening of any event giving rise or likely to give rise to a claim under this Policy:
 - a. The Insured shall give immediate notice thereof in writing to the nearest office with a copy to the Policy Issuing Office of the Company as well as lodge forthwith a complaint with the Police. The Insured must also notify the Railways, Steamship Company, Airline, Hotel Proprietors, or the Authority where the property was at the time of the happening of any loss or damage.
 - b. The Insured shall deliver to the Company, within fourteen days from the date on which the event shall have come to his knowledge a detailed statement in writing of the loss or damage, with an estimate of the intrinsic value of the property lost and documents of damage sustained. The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder and shall, if required, make an affidavit as statutory declaration in substantiation of such claim.
5. The Company may at its option reinstate, repair or replace the property lost or damaged, or any part thereof instead of paying the amount of the loss or damage or may join with any other Insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and 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 occurrence, of such loss or damage not more than the Sum Insured by the Company thereon. Upon payment of any claim for loss under this Policy, the property in respect of which the payment is made shall belong to the Company.
6. If the property hereby insured shall at the time of any 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 rateable proportion of the loss or damage accordingly. Every item, if more than one, of the Policy, shall be separately subject to this condition.
7. 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 property 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.
8. The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing, permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's Indemnification by the Company.

All Risks-POLICY WORDING

9. If any claim under this Policy shall be in any respect be fraudulent or if the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy uses any fraudulent means or device, all benefits and rights under the Policy shall be forfeited.
10. The Company may at any time by seven day's notice in writing cancel this Policy without assigning any reason, in which case the Company shall return to the Insured a pro rata portion of the premium corresponding to the unexpired period of Insurance. This policy may also be terminated at any time at the request of the Insured in which case the Company will retain the premium for the period this policy has been in force at the Company's customary short period scales of rates provided no claim has been reported under the Policy period.
11. 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. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996
12. In the event of the insured being aggrieved by
 - (a) Any partial or total repudiation of claims by an insurer
 - (b) Any dispute in regard to premium paid or payable in terms of the policy
 - (c) Any dispute on the legal construction of policies in so far as such disputes relate to claims
 - (d) Delay in settlement of claims
 - (e) Non-issue of any insurance document to customers after receipt of premium he/she may, wherever permissible subject to provisions of Redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.
13. If the company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of law, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
14. The due observance and fulfilment of the terms, conditions and endorsements 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.
15. The Company shall not be bound to issue any renewal notice nor shall be bound to accept the renewal premium there under.
16. No interest shall be payable by the Company in respect of any claim under this Policy on any account whatsoever

GRIEVANCES

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

1. OUR GRIEVANCE REDRESSAL OFFICER

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

In case of any grievance the insured person may contact the company through

Website : www.cholainsurance.com
Toll free : 1800 208 9100
E-Mail : customercare@cholams.murugappa.com
Fax : 044 -4044 5550
Courier : Cholamandalam MS General Insurance Company Limited,
Customer services, Head
Office Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at GRO@cholams.murugappa.com

For details of grievance officer, kindly refer the link www.cholainsurance.com

If any Grievances / issues on Health insurance related claims pertaining to Senior Citizens, Insured can register the complaint / grievance in 'Senior Citizen Channel' which shall be processed on Fast Track Basis by dedicated personnel.

If Insured Person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.

Grievance may also be lodged at IRDAI Integrated Grievance Management system <https://igms.irda.gov.in/>

2. CONSUMER AFFAIRS DEPARTMENT OF IRDAI

a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an email to complaints@irdai.gov.in. You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at igms.irda.gov.in.

b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department- Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032.

c. You can visit the portal <http://www.policyholder.gov.in> for more details.

3. INSURANCE OMBUDSMAN

You can also approach the Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at www.generalinsurancecouncil.org.in, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

Please find below the latest/updated link of the Ombudsman offices

<https://www.cioins.co.in/Ombudsman>

INFORMATION ABOUT US

Cholamandalam MS General Insurance company Limited
HO: Dare House 2nd Floor, No. 2 NSC Bose Road, Chennai – 600 001.
Toll Free : 1800 208 9100
SMS: "CHOLA" TO 56677 *(Premium SMS charges apply)
Email –customercare@cholams.murugappa.com
Web site: www.cholainsurance.com