

CHOLA FARMERCARE INSURANCE POLICY UIN : IRDAN123RP0045V01202122

CHOLA FARMERCARE INSURANCE POLICY

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You chose this Chola Farmercare Insurance Policy and applied to Us for insurance covers of Your choice. You paid Us the premium and gave Us information about Yourself, Your Home Building and Home Contents. Based on Your confirmation that this information is true and correct, and in return of accepting the Premium You have paid Us We promise to provide You insurance as stated in this Policy Document and the Policy Schedule attached to it.

1. INTRODUCTION

This Policy and the Insurance Contract

- 1. Your Policy: This Policy is a contract between You and Us as stated in the following:
- a. This Policy document,
- b. The Policy Schedule attached to this Policy document,
- c. Any Endorsement attached to and forming part of this Policy document,
- d. Any Add-on to this Policy that You may have purchased from Us,
- e. The proposals and all declarations made by You or on Your behalf.
- 2. To whom this Policy is issued and what it covers:
- a. This Policy is issued to You and covers You and/or Your Family and/or Your Home Building and/or Home Contents as mentioned in the Policy Schedule.
- b. If more than one person is insured under this Policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
- c. If You have mortgaged, pledged or hypothecated Your Home Building and/or Home Contents with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional clause.
- 3. The Policy Schedule: The Policy Schedule is an important document about Your insurance cover. It contains:
- a. Your personal details,
- b. the Policy Period,
- c. the description of Your Insured Property,
- d. the total Sum Insured, the Sum Insured for each cover or item covered, and any limits and sub-limits,
- e. the insurance covers You have purchased,
- f. the premium You have paid for these insurance covers,
- g. add-on covers opted by You,
- h. other important and relevant aspects and information.

2. DEFINITIONS:

Special meaning of certain words: Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements. These words with special meaning are stated in the Policy with the first letter in capitals.

S No	Word /s	Specific meaning
1	Accident	An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means
2	Bank	A bank or any financial institution



3	Burglary	Theft following the unforeseen and unauthorized entry to or exit from the Insured Premises by aggressive and detectable means with the intent to steal contents therefrom	
4	Card and Card issuer	Means credit, charge, cash, debit, Kisan and other Similar cards and Card Issuer mean the Financial Institution/ Government Agency that has issued the card to you.	
5	Carpet Area	 for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit; for any enclosed structure on the same site, it is the net usable floor area of such structure; and for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area. 	
6	Commencement Date	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.	
7	Cost of Construction	The amount required to construct Your Home Building at the Commencement Date. This amount is calculated as follows: a. For residential structure of Your Home including Fittings and Fixtures: Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy schedule. b. For additional structures : the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.	
8	Endorsement	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.	
9	Excess	The amount stated in the Schedule, which shall be borne first by the Insured in respect of each and every claim made under this Policy, for the applicable section	
10	Family	Means the Insured, Spouse, Children, Parents, Parents in Law, Grand Parents, Brothers and Sisters and other near relatives normally residing with the Insured at the Insured residence stated in the Schedule.	

Registered Office: 2nd Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001. Toll free: 1800 208 5544, T: +91 (0) 44 4044 5400, F: +91 (0) 44 4044 5550 E: <u>customercare@cholams.murugappa.com</u>;; website: <u>www.cholainsurance.com</u> IRDA Regn. No.123; **PAN** AABCC6633K **CIN** U66030TN2001PLC047977



11	Farm Implements	Means, for the purpose of this policy, any implement such as Shovels, Pickaxe, Axe, Sickle etc., used or intended for use in farming or agricultural operations. It excludes any self-propelled or self-driven equipment like motors and machines
12	Farm Produce	Means grains, seeds and other such types of commercial output from an agricultural process. This does not include hay, growing plants, animals, birds, fish, oil or its derivatives, semen or embryos
13	Home Contents	Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.
14	General Contents	General Contents are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls), clothing and apparel and items of similar nature.
15	Valuable Contents	Valuable Contents of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.
16	Hospital	 Means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under: a. has qualified nursing staff under its employment round the clock; b. has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 inpatient beds in all other places; c. has qualified medical practitioner(s) in charge round the clock; d. has a fully equipped operation theatre of its own where surgical procedures are carried out; e. Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.
17	Hospitalization	Means admission in a Hospital for a minimum period of twenty four (24) consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than twenty four (24) consecutive hours
18	Injury/Bodily Injury	Means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner
19	Insured	The Person/s who has/have purchased Insurance Cover under this Policy.
20	In-Patient Care	Means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
21	Insured Person	Means the Insured and Family Members of the Insured, who are covered for insurance under various sections of the policy and are named so in the policy schedule

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22	Insured Property	Your Home Building and Home Contents, or any item of property covered by this Policy.
23	Jewellery	Means precious metals and precious stones and articles made from Gold, Silver and any other Precious Metals and precious stones
24	Kutcha Construction	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.
25	Medical Expenses	Means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or A ccident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
26	Medical Practitioner/ Physician/Doctor:	A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license
27	Medically Necessary	Medically necessary treatment means any treatment, tests, medication, or stayin hospital or part of a stay in hospital which - a. Is required for the medical management of the illness or injury suffered by the Insured Person b. Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity. c. Must have been prescribed by a medical practitioner d. Must confirm to the professional standards widely accepted in international medical practice or by the medical community in India.
28	Nominee	A person selected by the Insured to receive the benefit under the policy in case of death of the insured thus giving a valid discharge to the insurer on settlement of claim under an insurance policy
29	Policy	Means the Proposal, Policy Wording, the Schedule and Applicable Endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the Exclusions under the Cover and the Terms, Conditions, Warranties, and Limitations of the issue of the Policy.
30	Policy Period	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in Clause G (III) of this Policy, whichever is earlier.
31	Policy Schedule	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Policy.

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32	Portable Equipment	Means Mobile Phones, laptops, Photographic equipment, video cameras, I Pads, I Pods, wrist watches and such portable equipment of similar nature whose description like make, model and serial number is provided in the policy schedule.	
33	Post-Hospitalisation Medical Expenses	 Means medical expenses incurred during pre-defined number of da immediately after the Insured Person is discharged from the hospit provided that a. Such Medical Expenses are for the same condition for which the Insur Person's Hospitalisation was required, a b. The Inpatient Hospitalisation claim for such Hospitalisation is admissibly the Insurance Company 	
34	Pre-existing Disease(PED)	Pre-existing Disease(PED) means any condition, ailment, injury or disease: That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the Insurer or its reinstatement or For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement.	
35	Pre-Hospitalisation Medical Expenses	Means medical expenses incurred during pre-defined number of days preceding the Hospitalisation of the Insured Person, provided that a. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and b. The Inpatient Hospitalisation claim for such Hospitalisation is admissible by the Insurance Company.	
36	Premium	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.	
37	Proposal	Means the application form that the Insured signs for this insurance and which contains information provided by the Insured regarding the risk or which is given to the Company on behalf of the Insured and which shall form part of the Policy.	
38	Pucca Construction	Construction other than Kutcha Construction.	
39	Robbery	Means the theft of contents at the Insured premises using unforeseen, aggressive and violent means against Insured or Insured family members.	
40	Room Rent	Means the amount charged by a hospital towards Room and Boarding expenses and shall include the associated medical expenses	
41	Spouse	Your wife or husband.	
42	Sum Insured	The amount shown as Sum Insured in the Policy Schedule and as described in Clause C (4) and Clause D (2) of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.	
43	Surgery or Surgical Procedure	Means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a hospital	

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		or day care centre by a medical practitioner,
44	Theft	Theft, as defined in Section 378 of Indian Penal Code shall mean whoever, intending to take dishonestly any movable property out of the possession of any person without that person's consent, moves that property in order to such taking, is said to commit theft.
45	Third-Party	Means any natural or legal person except the Insured and Insured's family members.
46	Total Loss	A situation where the Insured Property or item is Completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total
47	Valuation Report	Means the report regarding the inspection, detailed Inventory and Market Value of the Jewellery prepared by a Government and/or Licensed Valuer.
48	We, Us, Our, Insurer	The Cholamandalam MS General Insurance Company Ltd. Insurance Company that has provided Insurance Cover under this Policy; of the Company.
49	You, Your, Insured	The insured person/s who has/have purchased Insurance Cover under this policy; of such insured person/s
50	Your Home Building	Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail as per Clause C (2) of this Policy.

The Insurance applicable will depend on the Sections, optional covers and Sum Insured opted by you as shown in your Policy Schedule.

3. PART A-PROPERTY COVERS

SECTION I-CHOLA BHARAT GRIHA RAKSHA INSURANCE FOR RESIDENTIAL PREMISES

Clause A. Insured Events

Under this Section, we give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period. The events covered are given in Column A and those not covered in respect of these events are given in Column B.

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	Column A	Column B
	We cover physical loss or damage, or	We do not cover any loss or damage, or
	destruction	destruction
	caused to the Insured Property by	caused to the Insured Property
1.	Fire	Caused by burning of Insured Property by order of
		any
		Public Authority.
2.	Explosion or Implosion	-
3.	Lightning	-
4.	Earthquake, volcanic eruption, or other convulsions of nature	-
5.	Storm, Cyclone, Typhoon, Tempest,	
Э.	Hurricane,	-
	Tornado, Tsunami, Flood and Inundation	
6.	Subsidence of the land on which Your	caused by
0.	Home Building stands, Landslide, Rockslide	 a. Normal cracking, settlement or bedding down of newstructures,
		b. The settlement or movement of made up ground,
		c. Coastal or river erosion,d. Defective design or workmanship or use of defective
		materials, or
		repair of any property, or groundworks or
_		excavations.
7.	Bush fire, Forest fire, Jungle fire	-
8.	Impact damage of any kind, i.e., damage	Caused by pressure waves caused by aircraft or
	caused by impact of, or collision caused by	other aerial or space devices travelling at sonic or
	any external physical object (e.g. vehicle,	supersonic speeds.
	falling trees,	
	aircraft, wall etc.)	
9.	Missile testing operations	-
10	Riot, Strikes, Malicious Damages	caused by
		a temporary or permanent dispossession,
		confiscation, commandeering, requisition or
		destruction by order of the government or any
		lawful authority,
		or
		b Temporary or permanent dispossession of Your
		Home by unlawful occupation by any person.
11	Acts of terrorism	Exclusions and Excess as per Terrorism
	(Coverage as per Terrorism Clause attached)	Clause attached.
	(coverage as per remonstrictause attached)	

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12.	Bursting or overflowing of water tanks,	
	apparatus and pipes.	-
13.	Leakage from automatic sprinkler installations.	a Repairs or alterations in Your Home or the building in which Your Home is located,
		 b. Repairs, removal or extension of any sprinkler installation, or c. Defects in the construction known to You.
14.	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events.	 if it is a. of any article or thing outside Your Home, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.

Clause B: Home Building Cover

1. What We cover

We cover physical loss or damage, or destruction of Your Home Building because of any Insured Event listed in Clause A of this Policy. We also cover architect's, surveyor's, consulting engineer's fees, cost of removing debris as specified under Clause B (5) (f) of this Policy. Further, We pay for Loss of rent and Rent for Alternative Accommodation, which will be paid to the extent declared by You and agreed by Us as specified under Clause B (6) of this Policy while Your Home Building is not fit for living following loss or damage due to an insured event.

- 2. Your Home Building
- **a.** Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.
- **b.** Your Home Building includes
- i. Fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.
- ii. the following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
 - a) garage, domestic out-houses used for residence, parking spaces or areas, if any
 - b) compound walls, fences, gates, retaining walls and internal roads,
 - c) verandah or porch and the like,
 - d) septic tanks, bio-gas plants, fixed water storage units or tanks,
 - e) solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,
- iii. any other structure shown in the Policy Schedule.
- **c.** Your Home Building does not include Contents of Your Home.
- 3. Use for residence
- a. We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.
- **b.** We will not pay if

i.

- Your Home Building is used as a holiday home, or for lodging and boarding, or
- ii. Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are self- employed or You have shifted



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Your office to Your Home Building for a temporary period due to lockdown or closure of Your office ordered by a public authority.

- 4. Sum Insured
- **a.** The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
- **b.** If the Policy Period is more than one year, We will automatically increase Your Sum Insured during the Policy Period by 10% per annum on each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date.
- c. The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.
- d. Restoration of Sum Insured : Except as stated in Clause I (b) of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.
- 5. What We pay
- a. If You make a claim under the policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs, and claim that amount from Us.
- **b.** We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.
- c. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.
- **d.** If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.
- e. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.
- f. In addition to what Clause B (5) (c) of this Policy provides for, We will pay You the following expenses:
- i. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;
- ii. up to 2 % of the claim amount for reasonable costs of removing debris from the site.
- 6. Loss of Rent and Rent for Alternative Accommodation: In addition to what Clause I (b) of this Policy provides for, We will pay the amount of rent You lose or alternative rent You pay while Your Home Building is not fit for living because of physical loss arising out of an Insured Event as follows:
- **a.** If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative accommodation and the rent of Your Home Building.
- **b.** We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.
- **c.** The amount of lost rent shall be calculated as follows: Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs ÷ Loss of Rent Period opted for.
- **d.** This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is three years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.
- e. Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under



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the Home Building Cover.

Clause C: Home Contents Cover

1. What We cover:

We cover the physical loss or damage to or destruction of the General Contents of Your Home caused by an Insured Event as listed in Clause A of this Section. Valuable Contents of Your Home are not covered under this Policy unless You have purchased the optional cover for the Valuable Contents.

- 2. Sum Insured:
- a The Sum Insured for the Home Contents Cover is shown in the Policy Schedule and will be the maximum amount payable in the event the Home Contents are destroyed/lost completely.
- b The policy has a built-in cover for the General Contents of Your home equal to 20% of the Sum Insured for Home Building Cover subject to a maximum of ₹ 10 Lakh (Rupees Ten Lakh) provided You have opted for both Home Building and Home Contents cover. If You choose to have a higher Sum Insured for Home Contents, You have to declare the Sum Insured in the Proposal Form and pay additional premium.
- c If You have purchased only Home Contents Cover, You have to declare the Sum Insured for the General Contents in the Proposal Form.
- d The Sum Insured You have chosen for General Contents must be enough to cover the cost of replacement of the General Contents.
- e If You want to cover the Valuable Contents in Your Home, You must opt for the Optional Cover for Valuable Contents as given in Clause D (1) (a) of this Policy.
- f. Restoration of Sum Insured: Except as stated in Clause H (III) (3) (b) of this Clause below, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.
- 3. What We pay
- a If the General Contents of Your Home are physically damaged by any Insured Event, We will at Our option,
- i. Reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or
- ii. Pay You the cost of replacing that item with a same or similar item, or
- iii. Repair the damaged item to a condition substantially the same as its condition at the time of damage.
- b The maximum We will pay for Home Contents is the Sum Insured shown in the Policy Schedule for Home Contents Cover. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item.

Clause D: Additional Covers

- 1. Optional Covers:
- a. Cover for Valuable Contents on Agreed Value Basis (under Home Contents cover):
 For Valuable Contents, a value may be agreed upon by You and Us based on a valuation certificate submitted by You and accepted by Us. However, We shall waive the requirement of valuation certificate if the Sum Insured opted for is up to ₹5 Lakh (Rupees Five Lakh) and Individual item value does not exceed ₹1 Lakh (Rupees One Lakh).
- i. If the Valuable Contents of Your Home are physically damaged by any Insured Event, We will pay the cost of repairing the item/s.
- ii. If the Valuable Contents of Your Home are a Total Loss We will pay the Sum Insured shown in the Policy Schedule for the Valuable item/s. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item. Loss to only one item of a pair or set does not constitute loss or damage to the entire pair or set.
- b. Personal Accident Cover:

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In the event an insured peril that caused damages to Your Home Building and/or Home Contents also results in the unfortunate death of either You or Your spouse, We will pay compensation of \leq 5,00,000 (Rupees Five Lakh) per person. In the event of the unfortunate death of the insured, the Personal Accident cover shall continue for the spouse until expiry of the policy.

Clause E. Exclusions (What We do not cover) for all covers under this section I:

We do not cover losses and expenses for any loss or damage or destruction of the Insured Property that is directly or indirectly as a result of or is caused by or arising from events, stated below:

- 1. your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
- 2. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- **3.** Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
- **4.** Pollution or contamination, unless
- a. The pollution or contamination itself has resulted from an Insured Event, or
- b. An Insured Event itself results from pollution or contamination.
 - 5. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over- running, excessive pressure, short circuiting, arcing, self- heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.
 - 6. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the policy.
 - 7. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
 - 8. Loss or damage to any Insured Property removed from Your Home to any other place.
 - **9.** Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
 - **10.** Any reduction in market value of any Insured Property after its repair or reinstatement.
 - 11. Any addition, extension, or alteration to any structure of Your Home Building that increases its Carpet Area by more than 10% of the Carpet Area existing at the Commencement Date or on the date of renewal of this Policy, unless You have paid additional premium and such addition, extension or alteration is added by Endorsement.
 - **12.** Costs, fees or expenses for preparing any claim.

Clause F: Claims Procedure

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost. The procedure for making a claim is given below. These include things that You must do, and that You must not do. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

- 1. Immediate notice to Us
- **a** As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
- **b** You can give notice to any of Our offices or call-centres.
- **c** You must state in this notice



- i. The Policy Number,
- ii. Your name,
- iii. Details of report to the police that You made,
- iv. Details of report to any Authority that You made,
- v. Details of the Insured Event,
- vi. A brief statement of the loss,
- vii. Particulars of any other insurance of Your Home Building or any of Your Home Contents,
- viii. Details of loss or damage under any Optional Cover or Add-ons,
- ix. Submit photographs of loss or physical damage, wherever possible.
 - 2. Steps to prevent loss and damage
 - **a** You must take all reasonable steps to prevent further loss or damage to Your Home Building and Home Contents.
 - **b** Until We have inspected Your Home Building and Home Contents, and have given Our consent,
- i. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
- ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity;
- iii. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.
 - 3. Immediate notice to Authorities
 - a As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence/landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event You must inform the police.
 - **b** We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.
 - 4. Submit claim
 - a. Claim form:
 - i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
 - ii. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
 - We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.
 - 5. Establish loss
 - **a** You must prove that the Insured Event has occurred, and the extent of physical loss or damage You have suffered with full details.
 - **b.** When We request,
 - i. You must support Your claim for Home Building and/or Home Contents with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
 - ii. You must allow Us, Our officers, surveyors or representatives to inspect the loss or damage to Your Home Building and/or Home Contents, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
 - iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
 - **c** For Optional Cover of Personal Accident, Death Certificate and Post Mortem report (wherever necessary) shall be submitted.



- 6. Other insurance
- a If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- **b** If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- **c** After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- **d** We will ensure that Our actions do not impose any liability on You.
- 7. Recovery action by Us
- **a** When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building or Home Contents. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this

i. Without seeking Your consent,

ii. In Your name, and

- iii. Whether or not Your loss has been fully compensated.
- **b** Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- c You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

Clause G. Waiver of Underinsurance:

Underinsurance does not apply to this section I. Thus, if Your Sum Insured calculated on the basis of the information that You provided, is less than the actual value at risk, the difference will not affect the amount We pay.

Clause H: Nomination for this Section I:

You can nominate a person to receive the claim amount under this Policy in the event of Your death. You can make such nomination at the time You take the Policy, or later. You can also change the nomination at any time. You can make the nomination on Our nomination form available in Our office or from Our website: www.cholainsurance.com

Clause I: Automatic termination of cover under Section I of the Policy

This cover under section I will automatically end in the following cases:

- a. Destruction of Your Home Building: This Policy will automatically end 7 (seven) days after Your Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of Your Home Building, or any additional structure falls down or is destroyed by reason other than any Insured Event, the covers will end for such part or additional structure. You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on the same rates, terms and conditions.
- b. **Exhaustion of Sum Insured:** If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying

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additional premium. If We pay the total Sum Insured for any claim, this Policy will end.

- c. Change of use of Your Home Building or Home Contents: The Policy will end
- if You change the use of Your Home Building from personal residence to any other purpose, or
- if You use any item of Home Contents for use that is not personal.
- d. Sale of Your Home Building or Home Contents: This Policy will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or HomeContents comes to an end. The Policy will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.

e. Effect of death

i.

ii.

In the event of the unfortunate death of the Insured during the Policy Period, the Home Building Cover and the Home Contents Cover that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

SECTION II-BURGLARY INSURANCE FOR RESIDENTIAL CONTENTS

We will indemnify you, in respect of loss or damage by Burglary, Housebreaking, Robbery and Theft to the General contents, as declared and specified in the policy schedule, belonging to you and your family members whilst lying/stored in insured premises, provided the same is opted for cover under clause C of section 1 of this policy. The sum Insured applicable and the basis of liability in case of Insured event shall be same as specified under clause C of Section 1 of this policy

SPECIFIC EXCLUSIONS APPLICABLE FOR THIS SECTION (IN ADDITION TO THE GENERAL EXCLUSIONS APPLICABLE FOR THE POLICY)

We do not cover losses and expenses for any loss or damage or destruction of the Insured Property that is directly or indirectly as a result of or is caused by or arising from events, stated below:

- 1) Loss or damage to livestock, poultry, cattle-head and the like, motor vehicles and pedal cycles, farm inputs of a consumable nature like fertilizer, pesticides and the like, loss of or damage to articles of consumable nature
- Curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles, deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument and cash and currency notes.
- 3) Loss or damage in which the Insured, any Employee of Insured or member of Insured's family is involved either as a principal or accessory.
- 4) Any consequential losses of any kind, be they by way of loss of profit, business interruption, market loss or otherwise, and any other legal liability of any kind.

OPTIONAL COVER UNDER SECTION II

Cover for Valuable Contents on Agreed Value Basis (under Home Contents Cover):

Valuable contents of Your Home such as Jewellery, silverware, paintings, works of art etc. can be covered under this optional cover. A value of these contents may be agreed between You and Us on the basis of valuation certificate submitted by You and accepted by Us. However, We will waive requirement of valuation certificate if the Sum Insured opted is up to ₹ 5 Lakh (Rupees Five Lakh) and individual item value does not exceed ₹ 1 Lakh (Rupees One Lakh).

If valuable contents are lost or damaged by Burglary, Housebreaking, Robbery and Theft, we will pay the cost of repairing the item/replacing the lost part of the item. If the valuable contents are a total loss, We will pay Sum Insured for the item.



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This cover is available, only if you have opted for the Cover for 'Valuable Contents on Agreed Value Basis (under Home Contents Cover)' under Section I and only to the extent of the sum insured covered for 'Valuable Contents on Agreed Value Basis (under Home Contents Cover)' under Section I

SECTION III-FARM PRODUCE AND IMPLEMENTS COVER

We give insurance cover for physical loss or damage, or destruction caused to Insured Property, as defined below, by the following unforeseen events occurring during the Policy Period.

- 1. Fire
- 2. Explosion or Implosion
- 3. Lightning
- 4. Earthquake, volcanic eruption, or other convulsions of nature
- 5. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation
- 6. Subsidence of the land on which Your Home Building stands, Landslide, Rockslide
- 7. Bush fire, Forest fire, Jungle fire
- 8. Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)
- 9. Missile testing operations
- 10. Riot, Strikes, Malicious Damages
- 11. Acts of terrorism (Coverage as per Terrorism Clause attached)
- 12. Bursting or overflowing of water tanks, apparatus and pipes.
- 13. Leakage from automatic sprinkler installations
- 14. Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events.
- 15. Burglary, Housebreaking, Robbery and Theft

The Insured property, for the purpose of this section shall mean as below:

- I. Farm Produce: Loss or damage to Farm Produce meant for commercial sale whilst stored or lying anywhere in the Insured premises as mentioned in the policy schedule. Farm produce shall include grains, seeds and other such types of commercial output from an agricultural process only. This does not include hay, grass, straw, husk, jute, growing plants, animals, birds, fish, oil or its derivatives, semen or embryos. This also does not include farm produce stored for the purpose of home consumption
- II. **Farm Implement**: Loss or damage to Farm Implements whilst stored or lying anywhere in the Insured premises as mentioned in the policy schedule

Special Condition applicable for section III:

- 1. Maximum liability for the Company shall not exceed the sum Insured specified against each of the above items.
- 2. Coverage under this section is on First Loss Basis. No underinsurance clause shall apply for this section.
- 3. It shall be the your to provide necessary circumstantial/appropriate evidences to prove the storage and quantum of storage of farm produce at Insured residence
- 4. For arriving at the value of produce, the market rate of sale of the produce at the nearest Mandi/Market at closing hours of the day earlier to the date of loss shall be considered



SPECIFIC EXCLUSIONS APPLICABLE FOR THIS SECTION (IN ADDITION TO THE GENERAL EXCLUSIONS APPLICABLE FOR THE POLICY): We are not liable in respect of :

- 1) Loss or damage to farm produce and Farm implements kept in open
- 2) Loss or damage to produce which is in a semi-finished form i.e prior to completion of thrashing and drying process
- 3) Goods/stocks held in trust or commission.
- 4) Depreciation and wear and tear for Farm implements

SECTION IV-BREAKDOWN OF DOMESTIC APPLIANCES

We will indemnify you against unforeseen and/or sudden physical damage caused by and/or solely due to Mechanical and/or Electrical breakdown of domestic electrical, electronic or mechanical appliances apparatuses or gadgets specified in the Schedule whilst contained in or fixed at the Insured premises. Provided that our liability in respect of any one time or in any one Period of Insurance will not exceed the Sum Insured set against such item in the Schedule.

For the purpose of this section, Domestic Appliances shall mean Television, Mixer, Grinder, Washing Machine, Refrigerator, Gas stove, Water Purifier, Oven, Micro Wave and /or Similar Mechanical, Electrical and Electronic Gadgets and Equipment for Domestic use, as listed in the schedule excluding portable Equipment

Special Conditions

- 1. The Sum Insured in respect of each and every item covered by this Section shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity. Replacement cost shall include freight, levies and customs duties, if any and erection costs.
- 2. If the Sum Insured is less than the amount required to be insured herein, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately
- 3. Where damage to an insured item can be repaired, we will pay expenses necessarily incurred to restore the damaged item to its former state of serviceability.
- 4. If the cost of repair exceeds the actual value of the insured item immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (5) below
- 5. In case of total loss, claims will be paid subject to application of depreciation at 10% per year on the Sum Insured for such period reckoning from the date of first purchase. The maximum depreciation however shall not exceed 50% of the Sum Insured of the item in respect of which a total loss claim is admitted under this Policy.
- 6. The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipment for reasons beyond their control.

SPECIFIC EXCLUSIONS APPLICABLE FOR THIS SECTION (IN ADDITION TO THE GENERAL EXCLUSIONS APPLICABLE FOR THE POLICY):

We are not liable in respect of -

- I. 5% of each and every claim subject to a minimum of Rs. 500/-.
- II. Loss or damage caused by or arising out of willful act or gross negligence of the Insured.
- III. loss or damage due to faults existing at the time of commencement of this insurance and known to the Insured regardless whether such faults or defects were known to the Company or not.



- IV. Loss or damage for which the manufacturer or supplier of the property is responsible either by law or under contract.
- V. Cost of transport to the repair shop and back to the Insured's premises of any Insured item arising out of any damage to such items.
- VI. loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media
- VII. Loss due to aesthetic defects, such as scratches on painted, polished or enameled surfaces.
- VIII. The cost of any alterations, improvements or overhauls.

SECTION V-AGRICULTURAL PUMPSET INSURANCE

We will, at our own option by payment or reinstatement or repair indemnify you against unforeseen and sudden loss or physical damage caused to the Agricultural Pumpset specified in the Schedule solely and directly due to any of the perils stated hereunder, occurring whilst at the specified premises and during the period specified in the Schedule. "Pump set" shall, if so, described in the Schedule, include the pump, driving unit and starter.

Perils:

- I. Fire & Lightning
- II. Mechanical/ Electrical breakdown.
- III. Riot, Strike or Malicious damage.
- IV. Storm, Tempest, Flood, Inundation, Cyclone
- V. Earthquake (Fire and shock)
- VI. Burglary (Provided that the loss of Pumpset occurs whilst the same is kept within locked and permanent enclosure in the premises specified in the Schedule)

Special Conditions

1. Sum Insured: Sum Insured in respect of each and every pumpset covered by this Section shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity. Replacement cost shall include freight, levies and customs duties, if any and erection costs.

If the Sum Insured is less than the amount required to be insured herein, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately

- 2. Partial Losses: In case where damage to insured item can be repaired, the Company will pay
- (i) expenses necessarily incurred to restore the damaged machine to its former state of serviceability subject to a maximum of the Sum Insured
- (ii) the cost of dismantling, the cost of transportation to the repair shop and back to the Insured's premises and the cost of reerection arising out of any damage to the pumpset will also be borne by the Company
 If the cost of the repairs as above exceeds the actual value of the Pumpset insured immediately before the occurrence of the loss or damage, the settlement shall be made on the basis of total loss as provided for below.
- 3. Total Loss: Claims will be paid subject to depreciation of 10% per year on the age of the Pump set. Maximum depreciation would be 50% of erected value of Pumpset,. In case of submersible pumpset company's liability for total loss claims where pumpset cannot be retrieved/recovered is restricted to 50% of Sum Insured.



SPECIFIC EXCLUSIONS APPLICABLE FOR THIS SECTION (IN ADDITION TO THE GENERAL EXCLUSIONS APPLICABLE FOR THE POLICY):

We are not liable in respect of:

- 1) The first 10% of each and every claim for mechanical / electrical breakdown.
- 2) Normal wear and tear, gradually developing defects, flaws, cracks, fractures or fatigue, gradual deterioration due to atmospheric conditions or otherwise, caused by normal use or exposure.
- 3) Loss or damage resulting from over load experiments or tests requiring the imposition of abnormal conditions.
- 4) Loss or damage caused by or arising out of the willful act or willful gross negligence of the Insured or his representative.
- 5) Loss, damage and/or liability due to faults existing at the time of commencement of this insurance and known to the Insured or his representatives.
- 6) Loss or damage for which the manufacturer or supplier of the Pumpset is responsible either by law or under contract.
- 7) Loss by reason of use of the Pumpset or any other consequential loss of any nature whatsoever incurred or suffered by the Insured.

In any action, suit or other proceeding where the Company alleges that by reason of any of the exclusions above, any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage does not fall within such exclusion shall be upon the Insured.

SECTION VI-PEDAL CYCLE INSURANCE

A) We will indemnify you in respect of loss of or damage to the Cycle belonging to you or any member of your family by:

- i) Fire, Lightning or External Explosion.
- ii) Riot, Strike or Malicious Act.
- iii) Burglary and/or Housebreaking or Theft.
- iv) Accidental External Means.
- v) Flood, Cyclone, Storm, Tempest and other similar convulsions of nature and atmospheric disturbance.
- vi) Earthquake Fire and/or Shock.

Provided that our liability in respect of loss or damage to any one cycle during any one Period of Insurance will not exceed the Sum Insured set against such cycle in the Schedule.

B) We will indemnify you in respect of all sums which you shall become legally liable to pay as compensation and litigation expenses incurred by you with our written consent for accidental death of or bodily injury to any person other than a member of your family or a person in your service or being conveyed on such cycle and/or accidental damage to property not belonging to or in your or any of your family member's custody or control or or being conveyed on such cycle in the event of accident caused by or happening through or in connection with Cycle insured hereunder provided that our liability in respect of such compensation and litigation expenses in any one period of insurance is limited to Rs 50,000/- Fifty Thousand only)

SPECIFIC EXCLUSIONS APPLICABLE FOR THIS SECTION (IN ADDITION TO THE GENERAL EXCLUSIONS APPLICABLE FOR THE POLICY):

We are not liable in respect of:

- a) Any accident, loss, damage or liability caused by or through or in connection with Cycle whilst it is being used for hire or reward or outside India.
- b) Damage caused by normal wear and tear, over loading, strain or mechanical breakdown.



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- c) Loss of or damage to accessories by theft unless the Cycle is stolen at the same time.
- d) Loss, damage or liability occurring whilst being used for racing or pace making.
- e) The first Rs.500/of each and every loss arising under Sub-section (A) hereof.

SPECIAL CONDITION

- Sum Insured: Sum Insured in respect of each and every cycle covered by this Section shall be equal to the cost of replacement of the insured cycle by new cycle of the same make and same capacity. Replacement cost shall include freight, levies and customs duties, if any. If the Sum Insured is less than the amount required to be insured herein, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every cycle, if more than one, shall be subject to this condition separately
- 2. Partial loss: Where the loss or damage can reasonably be Repaired or Reinstated at a Cost less than the Replacement Cost then, we will indemnify you in respect of the expenses necessarily incurred to restore the Pedal Cycle to its state immediately prior to the happening of the insured event less due allowance for betterment, wear and tear and or depreciation subject to our Liability not exceeding the Sum Insured for the item stated in the Schedule.
 If the cost of the repairs as above exceeds the actual value of the Pedal Cycle insured immediately before the occurrence of

If the cost of the repairs as above exceeds the actual value of the Pedal Cycle insured immediately before the occurrence of the loss or damage, the settlement shall be made on the basis of total loss as provided for below.

- 3. Total loss: the settlement shall be on the Replacement Value of the insured items as new at the time of damage less due allowance for betterment, wear and tear and or depreciation, not exceeding the Sum Insured for the item stated in the Schedule
- 4. It is a condition for this insurance that the Cycle shall be kept securely locked whenever left unattended

4. PART B-ACCIDENT COVERS

SECTION VII-PERSONAL ACCIDENT INSURANCE

1) DEATH

The Company agrees to pay the Sum Insured stated in the Policy Schedule to the Insured or to the Nominee or legal representative as the case may be if during the Policy period the Insured sustains Accidental Bodily Injury which directly and independently of all other causes results in Death of the Insured within twelve (12) months from the Date of accident. subject to the insured opting for the same. It is further clarified that cover under Section 1 Clause D. 1. b shall apply

The Insurance under this section shall operate over and above the cover under Section 1 clause D. 1. b, of this policy, only in respect of Insured perils listed under clause A of Section 1 whereas the cover under this section VII (1) applies in respect of accidental Bodily Injury which directly and independently of all other causes results in Death of the Insured within twelve (12) months from the Date of accident.

2) PERMANENT TOTAL DISABILITY

The Company agrees to pay the Insured the percentage shown in the Table below applied to the Sum Insured shown in the policy schedule, if during the policy period, the Insured sustains Accidental Bodily Injury which directly and independently of all other causes results in below listed permanent total disability within twelve (12) months from the Date of accident

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Benefits	Percentage of Sum Insured
Loss of sight of both eyes	100%
Loss of two entire hands or two entire feet	100%
Loss of one entire hand and one entire foot	100%
Loss of sight of one eye and such loss of one entire foot, or hand	100%
Complete loss of hearing of both ears & complete loss of Speech	100%
Complete loss of hearing of both ears or complete loss of speech and loss of one limb or loss of sight of one eye	100%
Comatose State	100%

Definitions

For the purpose of this benefit, "Coma" means a profound state of unconsciousness where the patient cannot be awakened, fails to respond normally to pain or light, does not have sleep-awake cycles and cannot take voluntary actions and Comatose means a state of Coma.

3) PERMANENT PARTIAL DISABILITY

The Company agrees to pay the Insured, the percentage shown in the table below applied to the Sum Insured shown in the policy schedule, if during the policy period the Insured sustains Accidental Bodily Injury which directly and independently of all other causes results in below listed permanent partial disability within twelve (12) months from the Date of accident. The Company's maximum liability however shall not exceed 100% of the Sum Insured.

Benefits	Percentage of Sum Insured
i. Loss of toes – all	20%
Loss of Great toe- both phalanges	5%
Loss of Great toe – one phalanx	2%
Loss of Other than great toe, if more than one toe lost, each	2%
ii. Loss of hearing – both ears	60%
iii. Loss of hearing – one ear	30%
iv. Loss of speech	60%
v. Loss of four fingers and thumb of one hand	40%
vi. Loss of four fingers	35%
vii. Loss of thumb – both phalanges	25%
Loss of thumb- one phalanx	10%
viii. Loss of index finger –three phalanges or two phalanges or one phalanx	10%
ix. Loss of middle finger –three phalanges or two phalanges or one phalanx	6%
x. Loss or ring finger – three phalanges or two phalanges or one phalanx	5%
xi. Loss of little finger – three phalanges or two phalanges or one phalanx	4%



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xii. Loss of metacarpals – first or second, third, fourth or fifth	3%
xiii. Loss of Sense of smell	10%
xiv. Loss of Sense of taste	5%
xv. Loss of Sight of one eye	50%
xvi Loss of One hand	50%
xvii. Loss of One foot	50%
xviii. Any other permanent partial disablement	Percentage as assessed by the panel doctor of the Company

If the Accidental Injury sustained by the Insured Person causes a subsequent claim by him under Death or Permanent Total Disablement, then this part of the coverage shall not be applicable and the amounts payable under the coverage of Death or Permanent Total Disablement shall be reduced by the amount of any payment made under this coverage.

Additional Benefit 1-Dependent Children's Education Benefit

If the Company has accepted a claim for the Insured under this Section for death or permanent total disablement, then the Company will make an additional onetime payment of 5% of the accepted claim amount per dependent child up to the age of 25 years and studying at an accredited educational institution on the date the Insured met with the an accidental bodily injury, for a maximum of two children of the Insured.

Additional Benefit 2-Dependent Girl Child Marriage Grant.

If the Company has accepted a claim for the Insured under this Section for death or permanent total disablement, then the Company will make an additional onetime payment of 5% of the accepted claim amount towards the Marriage Grant per Unmarried Girl child between the age of 18 years to 26 years on the date the Insured met with an accidental bodily injury, for a maximum of two Girl children of the Insured.

In case of a child becoming eligible for benefit under both additional benefit 1 and 2, benefit shall be payable only once under additional benefit 2.

Additional Benefit 3-Transportation of mortal remains

If the Company has accepted a claim for the Insured under this section for Death, it will make an additional payment of Rs 2500/- as a lump sum benefit amount towards the expenses of transporting the body remains of the insured person from the place of death to a hospital, cremation ground or burial ground or to the insured's residence.

Additional Benefit 4-Funeral Expenses

If the Company has accepted a claim for the Insured Person under this section for Death, it will make an additional payment Rs 2500/- as a lump sum benefit amount towards Funeral Expense of the deceased insured.

SPECIFIC EXCLUSIONS APPLICABLE FOR THIS SECTION (IN ADDITION TO THE GENERAL EXCLUSIONS APPLICABLE FOR THE POLICY):

The Company will not be liable to make any payment under this Policy under any circumstances, for any claim directly or indirectly attributable to, or based on, or arising out of, or connected with any of the following:

- 1) Any Pre-existing Condition(s) and complications arising out of or resulting therefrom.
- 2) Through suicide, attempted suicide (whether sane and insane) or intentionally self-inflicted injury or illness.

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- Due to participation as a professional in hazardous or adventure sports, including but not limited to, para- jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.
- 4) While under the influence of liquor or drugs, alcohol or other intoxicants.
- 5) Through deliberate or intentional, unlawful or criminal act, error, or omission, participation in an actual or attempted felony, riot, crime, misdemeanor, civil commotion.
- 6) Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
- 7) Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
- 8) As a result of any curative treatments or interventions that you carry out or have carried out on your body.
- 9) Arising out of Insured person's participation in any police, naval, military or air force operations whether peace or in war in the form of military exercises or war games or actual engagement with the enemy, Whether foreign or domestic.
- 10) Operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft; or Scheduled Airlines.
- 11) Any claim caused by osteoporosis (porosity and brittleness of the bones due to loss of protein from the bones matrix) or pathological fracture (any fracture in an area where pre-existing Disease has caused the weakening of the bone) if osteoporosis or bone Disease diagnosed prior to the Policy Effective Date. However, this exclusion shall not apply if the Insured sustains Accidental Bodily Injury which directly and independently of all other causes results in accidental injury, insured under the policy.
- 12) Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;

SECTION VIII-LOAN PROTECTOR COVER

If the Insured sustains Accidental Bodily Injury during the Policy Period that results in Death or Permanent Total Disability within 12 months and the claim is accepted/eligible under Death or Permanent Total Disability Section (under Section VII of the policy) for the Insured, then the Company will pay the Insured's balance outstanding loan amount as on the date on which Insured met with accidental bodily injury. This benefit applies in respect of all loans in the name of Insured as on the date of accident. The claim amount payable shall be the outstanding loan amount as on the date of accident and EMI amounts overdue, if any, not exceeding 3 EMIs, in respect of all outstanding loans as on the date of accident, subject to a maximum of the sum Insured specified for the section. The number of overdue EMIs payable shall not exceed 3, even if the reason for non-payment of EMIs is the moratorium on loan repayments offered by RBI.

The Company shall not be liable for any claim under this section, if there is no liability for the company under accidental death or accidental permanent total disability under sections VII (1) and VII (2) of the policy, due to application of any of the exclusions under those sections. All specific exclusions applicable for Section VII are also applicable for this section

The Company liability under this section is only in respect of loans availed from Banks/Financial Institutions located in India and are functioning as per the RBI guidelines

In case the details of the loan to be covered under the policy are specified while opting for this cover and details are included in the policy schedule, the payment of the claim amount shall be in the name of named financier. In the absence of such declaration in the proposal/policy schedule, the claim amount shall be payable to the nominee (in case of death) or Insured (in case of Permanent Total disability) only.



SECTION IX-MEDICAL INSURANCE FOR ACCIDENT TREATMENT

In the event of accidental injury to Insured during the policy period, the Company shall reimburse the cost of treatment of the injury by a medical practitioner in a hospital provided the Insured is admitted in the hospital as an in-patient for treatment and the hospitalization commences during the policy period.

The amount payable shall be towards the reasonable cost of treatment during hospitalization which shall include room rent including ICU charges, boarding expenses, Nursing charges, Consultation charges, costs towards anesthesia, blood, oxygen, OT, Surgical appliances, Medicines, drugs etc..

The cover includes the expenses towards prosthetic or other devices and equipment if implanted internally as per medical advice. The expenses towards physiotherapy as prescribed by treating doctor shall also be payable.

The company shall also reimburse the medical expenses incurred during 60 days pre-hospitalization period and 90 days posthospitalization period, if such costs are incurred in respect of the same injury for which the hospitalization was required.

The total liability for the Company under this section does not exceed the sum Insured specified in the policy schedule

SPECIFIC EXCLUSIONS APPLICABLE FOR THIS SECTION (IN ADDITION TO THE GENERAL EXCLUSIONS APPLICABLE FOR THE POLICY):

- 1) Any Hospitalisation for an existing disability from a previous Accident which has occurred prior to the first inception of this Policy.
- 2) Any stay in Hospital for an Injury due to Accident without undertaking any treatment.
- 3) Any Hospitalisation for Accidental Injury aggravated by an existing disability or pre-existing illness / condition / injury.
- 4) Any Hospitalisation due to an Accidental Injury where the treatment is undertaken by a family member and self-medication or any treatment that is not scientifically recognized.
- 5) Vaccination and inoculation of any kind unless forming part of treatment for Injury due to an Accident as prescribed by the Medical Practitioner.
- 6) Any treatment taken outside India.
- 7) Dental treatment or surgery of any kind unless as a result of Accidental Bodily Injury to natural teeth and also requiring Hospitalisation.
- 8) Dietary Supplements Code Excl14: Dietary supplements and substances that can be purchased without prescription, including but not limited to vitamins, minerals and organic substances unless prescribed by a medical
- 9) Cosmetic or plastic Surgery: Code Excl08: Expenses for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an Accident, Burn(s).
- 10) Hazardous or Adventure sports: Code Excl09: Expenses related to any treatment, necessitated due to participation as a professional in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.
- 11) Unproven Treatments Code Excl16: Expenses related to any unproven treatment, services and supplies for or in connection with any treatment. Unproven treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.

SECTION X-DAILY CASH ALLOWANCE FOR ACCIDENT TREATMENT

If the Insured Person sustains Accidental Bodily Injury during policy period which directly and independently of all other causes results in Hospitalisation, then the Company will pay per day benefit amount for the period of Hospitalisation and the per day benefit amount would be as specified under the Policy Schedule for a maximum period of 180 days per Policy Period. This benefit is subject to hospitalization commencing during the policy period only.



For the purpose of this benefit, a "day" shall mean a continuous and completed period of 24 hours. In case of hospitalization period being less than 24 hours, benefit payable for one day shall be payable in case of hospital stay beyond 12 hours and no claim shall be payable for less than 12 hours of hospital stay.

SPECIFIC EXCLUSIONS APPLICABLE FOR THIS SECTION (IN ADDITION TO THE GENERAL EXCLUSIONS APPLICABLE FOR THE POLICY):

- 1) Any Hospitalisation for an existing disability from a previous Accident which has occurred prior to the first inception of this Policy.
- 2) Any stay in Hospital for an Injury due to Accident without undertaking any treatment.
- 3) Any Hospitalisation for Accidental Injury aggravated by an existing disability or pre-existing illness / condition / injury.
- 4) Any Hospitalisation due to an Accidental Injury where the treatment is undertaken by a family member and self-medication or any treatment that is not scientifically recognized.
- 5) Hospitalization for vaccination and inoculation of any kind unless forming part of treatment for Injury due to an Accident as prescribed by the Medical Practitioner.
- 6) Hospitalization taken outside India.
- 7) Hospitalization for Dental treatment or surgery of any kind unless as a result of Accidental Bodily Injury to natural teeth and also requiring Hospitalisation.
- 8) Cosmetic or plastic Surgery: Code Excl08: Hospitalization for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an Accident, Burn(s).
- 9) Hazardous or Adventure sports: Code Excl09: Hospitalization related to any treatment, necessitated due to participation as a professional in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.
- 10) Unproven Treatments Code Excl16: Hospitalization related to any unproven treatment, services and supplies for or in connection with any treatment. Unproven treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.

SECTION XI-PERSONAL ACCIDENT FOR DEPENDENTS

If at any time during the currency of this policy, any of the dependent spouse or children of the insured named in the policy schedule as Insured persons, shall sustain accidental bodily injury resulting solely and directly from accident and such injury shall within 12 calendar months of the occurrence be the sole and direct cause of thefollowing disability, then the Company shall pay to the Insured or nominee, the sum Insured stated against their name in the policy schedule:

Disability	Percentage of
Disability	Sum
	Insured
Death	100%
Loss of sight of both eyes	100%
Loss of two entire hands or two entire feet	100%
Loss of one entire hand and one entire foot	100%
Loss of sight of one eye and such loss of one entire foot, or hand	100%
Complete loss of hearing of both ears & complete loss of Speech	100%
Complete loss of hearing of both ears or complete loss of speech and loss	100%
of	10078
one limb or loss of sight of one eye	

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Loss of one limb or one eye	50%
Comatose State	100%

Definitions

For the purpose of this benefit, "Coma" means a profound state of unconsciousness where the patient cannot be awakened, fails to respond normally to pain or light, does not have sleep-awake cycles and cannot take voluntary actions and Comatose means a state of Coma.

A) In the event of accidental injury to Insured persons named in the schedule during the policy period, the Company shall reimburse the cost of treatment of the injury by a medical practitioner in a hospital provided the Insured person is admitted in the hospital as an in-patient for treatment and the hospitalization commences during the policy period. The amount payable shall be towards the reasonable cost of treatment during hospitalization which shall include room rent including ICU charges, boarding expenses, Nursing charges, Consultation charges, costs towards anesthesia, blood, oxygen, OT, Surgical appliances, Medicines, drugs etc..

The cover includes the expenses towards prosthetic or other devices and equipment if implanted internally as per medical advice. The expenses towards physiotherapy as prescribed by treating doctor shall also be payable.

The company shall also reimburse the medical expenses incurred during 60 days pre-hospitalization period and 90 days posthospitalization period, if such costs are incurred in respect of the same injury for which the hospitalization was required.

The total liability for the Company under this section does not exceed 10% of the sum Insured specified for the Insured person in the policy schedule

SPECIFIC EXCLUSIONS APPLICABLE FOR THIS SECTION (IN ADDITION TO THE GENERAL EXCLUSIONS APPLICABLE FOR THE POLICY):

The Company will not be liable to make any payment under this Policy under any circumstances, for any claim directly or indirectly attributable to, or based on, or arising out of, or connected with any of the following:

- 1) Any Pre-existing Condition(s) or disability due to previous accident and complications arising out of or resulting therefrom.
- 2) Through suicide, attempted suicide (whether sane and insane) or intentionally self-inflicted injury or illness.
- 3) Due to participation as a professional in hazardous or adventure sports, including but not limited to, para- jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.
- 4) While under the influence of liquor or drugs, alcohol or other intoxicants.
- 5) Through deliberate or intentional, unlawful or criminal act, error, or omission, participation in an actual or attempted felony, riot, crime, misdemeanor, civil commotion.
- 6) Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
- 7) Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
- 8) As a result of any curative treatments or interventions that you carry out or have carried out on your body.
- 9) Arising out of Insured person's participation in any police, naval, military or air force operations whether peace or in war in the form of military exercises or war games or actual engagement with the enemy, Whether foreign or domestic.
- 10) Operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft; or Scheduled Airlines.
- 11) Any claim caused by osteoporosis (porosity and brittleness of the bones due to loss of protein from the bones matrix) or pathological fracture (any fracture in an area where pre-existing Disease has caused the weakening of the bone) if osteoporosis or bone Disease diagnosed prior to the Policy Effective Date. However, this exclusion shall not apply if the



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Insured sustains Accidental Bodily Injury which directly and independently of all other causes results in accidental injury, insured under the policy.

- 12) Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease
- 13) Any Hospitalisation due to an Accidental Injury where the treatment is undertaken by a family member and self- medication or any treatment that is not scientifically recognized.
- 14) Vaccination and inoculation of any kind unless forming part of treatment for Injury due to an Accident as prescribed by the Medical Practitioner.
- 15) Any treatment taken outside India.
- 16) Dental treatment or surgery of any kind unless as a result of Accidental Bodily Injury to natural teeth and also requiring Hospitalisation.
- 17) Dietary Supplements Code Excl14: Dietary supplements and substances that can be purchased without prescription, including but not limited to vitamins, minerals and organic substances unless prescribed by a medical
- 18) Cosmetic or plastic Surgery: Code Excl08: Expenses for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an Accident, Burn(s).
- 19) Hazardous or Adventure sports: Code Excl09: Expenses related to any treatment, necessitated due to participation as a professional in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.
- 20) Unproven Treatments Code Excl16: Expenses related to any unproven treatment, services and supplies for or in connection with any treatment. Unproven treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.

5. PART C-OTHER PERSONAL COVERS

SECTION XII-PORTABLE EQUIPMENTS COVER

Scope of Cover

The Company will indemnify the Insured against the repair or replacement costs incurred by the insured in respect of Accidental loss of or damage to the Portable Equipment described in the Schedule and belonging to the Insured caused by any unforeseen and sudden physical loss (except a cause which is excluded), provided that it is in the personal care and custody of the insured whilst anywhere in the world,

Liability of the Company in respect of any one item of such property in any one Policy Period will not individually or in the aggregate exceed the Sum Insured set against such item in the Schedule.

For the purpose of this section, portable equipment shall include Mobile phones, Laptops, Photographic equipment, video cameras, I Pad, I POD, Wrist Watch and such portable equipment of similar nature whose description like make, model and serial number is provided in the policy schedule.

Sum Insured

The liability of the company for any one item/claim or for all the claims in the aggregate during the policy period shall be limited to the sum insured specified in the policy schedule against the item/against all items

SPECIFIC EXCLUSIONS APPLICABLE FOR THIS SECTION (IN ADDITION TO THE GENERAL EXCLUSIONS APPLICABLE FOR THE POLICY):

No coverage will be available under this section with respect to any Loss arising out of, based upon or attributable to:

1) Defective workmanship, material or design, wear and tear depreciation, moth, vermin, process of cleaning, repairing, restoring or renovating the action of light or atmospheric conditions or any other gradually operating cause.

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- 2) Manufacturing defects for which the manufacturer is responsible.
- 3) Mechanical and/or electrical breakdown and/or derangement, overloading or strain; overrunning excessive pressure, short circuiting and/or self-heating, ingression of any type of liquid or water,
- 4) Improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/ manufacturers and/or the agents of makers/manufacturers or use of such property contrary to the directives of the makers/manufacturers and/or this agent.
- 5) Over Winding, Denting or Internal Damage of Watches
- 6) Scratching and/or cracking and/or denting.
- 7) Loss or damage arising from detention, confiscation, destruction or requisition by or under the order of any Government of public or local authority.
- 8) Theft, loss or damage during the hire or loan or usage of the instrument to/by a third party.
- 12) Mysterious disappearance.
- 13) Loss or damage to any unattended item/equipment.
- 14) Loss or damage due to theft or attempted theft by any Employee of the Insured or loss or damage occasioned through the wilful act of the Insured or any Employee or the wilful act of any other person with a connivance of the Insured or any Employee.
- 15) Loss or damage directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or other similar convulsion of nature and atmospheric disturbance.
- 16) Any loss or damage to the property insured or to the general public and/or legal liability arising out of immoral or unethical use of the property insured.
- 17) Electromagnetic Field (EMF) Exclusion: The Policy does not apply to, have no liability hereunder to the Insured in respect of personal injury, Bodily Injury or illness of a person, loss or damage to property or advertising liability arising out of exposure to any electric, magnetic and/or electromagnetic field of any frequency, whether the same be caused or allegedly caused by the Insured's power lines or otherwise.

SPECIAL CONDITIONS:

- 1. The Sum Insured in respect of each and every item covered by this Section shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity. Replacement cost shall include freight, levies and customs duties, if any and erection costs.
- 2. If the Sum Insured is less than the amount required to be insured herein, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately
- 3. Where damage to an insured item can be repaired, we will pay expenses necessarily incurred to restore the damaged item to its former state of serviceability.
- 4. If the cost of repair exceeds the actual value of the insured item immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (5) below
- 5. In case of total loss, claims will be paid subject to application of depreciation at 10% per year on the Sum Insured for such period reckoning from the date of first purchase. The maximum depreciation however shall not exceed 50% of the Sum Insured of the item in respect of which a total loss claim is admitted under this Policy.
- 6. The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipment for reasons beyond their control.



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SECTION XIII-CARD LIABILITY INSURANCE

Scope of Cover

The Company will indemnify the Insured for the financial loss suffered and/or the charges insured is called upon to pay by the Card Issuer during the policy period as a direct result of unauthorized and fraudulent use of his card under the following circumstances:

- a) New /reinstated /renewed principal and /or add on cards dispatched but lost /wrong delivered before it reaches the Insured resulting in unauthorized and fraudulent use of card.
- b) Card lost /misplaced by Insured or card stolen from his custody resulting in unauthorized and fraudulent use of the card.
- c) All unauthorized and fraudulent transactions at POS/ATM by a Third-Party Impersonating as Insured through a card which is counterfeit, cloned, skimmed or duplicate of the card held by Insured and due to which unauthorized charges are levied /sought to be levied by the Card Issuer.

Special Conditions applicable for this section

- 1) Insured should comply with the terms and conditions of the use of the card as set out by the card issuer.
- 2) The loss should have occurred during the policy period
- 3) In respect of (a) and (b) above (under scope of cover), the liability of the company is restricted to the loss that has occurred within 7 days prior to the reporting of the loss to us.
- 4) In respect of(c) above (under scope of cover), the liability of the company is restricted to the loss that has occurred within3 days prior to the reporting of the loss to us.
- 5) Upon happening or Discovery of the loss, Insured should immediately inform the Police authorities and the card issuer about the loss and instruct the card issuer to block/ deactivate the card
- 6) The liability of the Company shall not exceed the Sum Insured stated in the policy schedule.

SPECIFIC EXCLUSIONS APPLICABLE FOR THIS SECTION (IN ADDITION TO THE GENERAL EXCLUSIONS APPLICABLE FOR THE POLICY):

The policy does not pay for any loss

- a) If Insured's Family members or Employee/s has used the card or is the user of the card
- b) If Insured has shared the PIN with any person or has mentioned the PIN on the card itself or if the default PIN provided by the Card Issuer has not been changed.
- c) If Insured has shared the "one Time password "on Registered Mobile Number for any Transactions with any person.
- d) If Insured has been given Transaction Rights by the Card issuer for carrying out Transactions outside India and has shared the Transaction Rights with any Third party.
- e) If the loss is payable by the card issuer, to the extent of card issuer's liability

SECTION XIV-PERSONAL LEGAL LIABILITY

The Insurer will indemnify the Insured, against any legal liability the insured incurs to a third party in his private capacity to pay damages for Accidental Bodily Injury or Accidental property damage happening anywhere in India in connection with Insured's agricultural activities, during the Policy Period. The liability covered shall be in respect of Insured's negligence for which a civil suit is brought against the Insured by third parties.

The company shall be liable for the damages only in respect of claims where notification is received by the Company from the Insured before the expiry date shown in the policy schedule, subject to the Insurance cover being in force continuously from the date of happening of accidental injury/property damage. In case of the insurance cover expiring without renewal, the claim notification must be received by the Company within a discovery period of 90 days from the date of expiry of the policy.



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The Company will also pay all costs, fees and expenses incurred with their prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the Policy. Such costs, fees and expenses are called 'Defence Costs' and shall not exceed 10% of the applicable sum insured for the section.

The total liability of the Insurer including damages payable, costs, fees and expenses (defence costs) shall not exceed the applicable sum Insured for the section. Applicable sum Insured means the sum Insured under this section, as on the date of happening of accidental injury/property damage or the date of intimation, whichever is less.

For the purpose of this cover, 'damages' means any amounts that the Insured shall be legally liable to pay to a Third Party in respect of judgments or arbitral awards rendered against the Insured or monies payable by the Insured to a Third Party pursuant to a settlement agreement negotiated by the Insured with the prior written approval by the Insurer.

SPECIFIC EXCLUSIONS APPLICABLE FOR THIS SECTION (IN ADDITION TO THE GENERAL EXCLUSIONS APPLICABLE FOR THE POLICY):

Any Claim in respect of any Insured for, arising out of or directly or indirectly due to any of the following shall not be admissible under this section:

- 1) Liability of the Insured in relation to any professional services rendered by him
- 2) Liability assumed by the Insured by an agreement or contract which would not have attached in the absence of such agreement or contract;
- 3) Liability arising out of any Acts of God including but not limited to earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar acts or convulsions of nature and atmospheric disturbances;
- 4) Fines, penalties, punitive or exemplary damages of any kind;
- 5) Any liability, which is the subject matter of specific insurance elsewhere;
- 6) Any personal liability of the Insured towards his family, relations or traveling companions, whether personal or official or commercial;
- 7) Liability resulting from transmission of an Illness by the Insured
- 8) Personal liability arising out of false arrest, wrongful eviction, wrongful detention, defamation, libel or slander or mental trauma, anguish, or shock resulting there from;
- 9) Liability arising out of any infringement of intellectual property rights such as copyright, patent, trademark, registered designs and trade secrets;
- 10) Liability arising from the ownership or possession of vehicles (electrical or mechanical), aircrafts or water crafts or activities of the Insured involving parachuting, hang-gliding, hot air ballooning or the use of firearms;
- 11) Liability arising from insanity, use or abuse of any intoxicant, alcohol or drugs (except as medically prescribed) or drug addiction;
- 12) Liability arising from any supply of goods or services on the part of the Insured
- 13) Liability arising from any ownership or occupation of land or buildings other than the occupation of any temporary residence anywhere in the Country of Residence/City of Residence of the Insured;
- 14) Liability arising out of any breach of law or rules or criminal liability
- 15) Liability arising out of use or misuse of weapons, including firearms.
- 16) Employers liability:
- a. for personal injury or property damage to any of Insured's employees arising from or in the course of their employment in Insured's agricultural activities
- b. for personal injury to any person that is covered, or is required to be covered, by any workers' compensation legislation or similar laws; or
- c. for claims made against insured under the provisions of any workers' compensation legislation, industrial award, or employment agreement.



- 17) Liability arising out of personal injury to any guest/or Third party who is riding horses or any other animal or animal driven vehicle or any motor vehicle
- 18) Pollution arising directly or indirectly out of: (a) the discharge, seepage, dispersal, release or escape of pollutants; (b) the cost of removing, nullifying, cleaning up, testing, monitoring, treatment, neutralizing or detoxification of pollutants.
- 19) Liability for loss or damage for any environmental impairment caused by spraying of fertilizer, herbicides and insecticides undertaken by Insured or his employees or any independent contractor engaged by the Insured.

CLAIM PROCEDURE APPLICABLE FOR THIS SECTION:

- i) Every notice, writ, summons or process and all documents relating to the Claim/ event shall be forwarded to the Company immediately and in any case within 7 days upon receipt by the Insured
- ii) No admission, offer, promise or payment or settlement or offer of settlement shall be made or given by or on behalf of the Insured without prior written consent from the Company.
- v) The Insured shall fully co-operate and support and act as per advise of the Company The Insured shall fully support the Insurer in reaching a compromise with the aggrieved party and/ or to take such steps as may be required to bring the Claim to an amicable settlement. In the event, the Company choses to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, their liability or obligations under this section.
- vi) In respect of any claim, the Company may, in their sole and absolute discretion make payment of the lesser of the amount available under this section or of amount for which the claim could be settled in full and final settlement of any liability, including the costs of defending it.
- vii) The Insured shall allow the Company, if required, to take over and conduct in the name of the Insured the investigation, defence and/or settlement of any claim, for which purpose the Insured shall provide all the cooperation and assistance
- viii) The Company shall not settle any claim without the Insured's consent but if the Insured refuses to consent to any settlement recommended by Insurer and chooses to contest or continue any legal proceedings, then the Company's liability will not exceed the amount for which the claim could have been settled plus the defence costs incurred with Insurer's consent up to the date of such refusal.
- ix) The terms and exclusions of this section shall be interpreted in accordance with Indian law.
- x) The following necessary information and documentation shall be submitted to the Company immediately and in any case, within 30 days of the event giving rise to the Claim under this section:
 - Summons received
 - Statement of claim furnishing particulars of the event leading to the liability, such as the court order;
 - Photocopy of the police report (wherever reported).
 - Witness statements if available
 - any other documents relevant to the incident including summons, legal notice, copy of court award, notice from third party claiming the amount.

6. GENERAL EXCLUSIONS (applicable to all Sections of the policy, except for Section I):

The Company shall not be liable in respect of:

- Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- 2) Loss, destruction or damage directly or indirectly caused to the property insured by
- a) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.



- b) The radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 3) Consequential loss of any kind or description.
- 4) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to
 - a. by nuclear weapons material and other similar weapons of mass destruction.
 - b. by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel. For the purpose of Condition 4(b) only, combustion shall include any self-sustaining process of nuclear fission.

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.

7.GENERAL CONDITIONS (APPLICABLE FOR ALL SECTIONS)

- (I) Your Obligations
- 1. Make true and full disclosure in the proposal and related documents
- a. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by anyone else on Your behalf.
- b. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family, Your Home Building and Home Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, Your Home Building and Home Contents.
 - 2. **Obligation to take care :** You must:
 - a. keep Your Home Building and Home Contents in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs.
 - b. take care to prevent theft, loss or damage to Your Home Building and Home Contents, and
 - c. ensure that unauthorized persons do not occupy Your Home Building.
 - 3. Inform change in circumstances : You must inform Us immediately if
 - a. You change Your address,
 - b. You make any addition, alteration, extension to the structure of Your Home Building,
 - c. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You,
 - d. You change the use of Your Home Building.
 - 4. Allow inspection and investigation of claim: You must allow, and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.
 - 5. Make true statements and full disclosure in the claim and related documents You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.



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(II) Renewal of Policy

- 1. End of Policy: This Policy will expire at the end of the Policy Period.
- 2. Renewal is not automatic, We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of mis- representation, non-disclosure of material facts, fraud or non-co operation on Your part.
- 3. **Application for renewal:** If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

(III)Cancellation and Termination of Policy

- i. The insured can cancel the policy at any time during the term, by informing the Company. The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.
- ii. The company shall refund proportion premium for unexpired policy period, if the term of the policy is up to one year and there is no claim(s) made during the policy period.

4. Claim Procedure:

- a The claim procedure applicable in respect of Section I is provided under clause F of Section I of the policy.
- b The following claim procedure shall be applicable in respect of coverage under section II to VI of the policy:
 - I. Upon the happening of any event giving rise or likely to give rise to a claim, the insured shall forthwith contact the Company and intimate the claim. While intimating the claim, the insured shall be required to furnish all the requisite information, such as Name of the Insured, the Insured's Contact details, Policy Number, Date and Time of loss, Location of Loss.
 - II. The Insured shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company, the following details/documents (as applicable for the given cause of loss):
 - a) Duly completed claim form signed by the insured, detailing the loss or damage that has occurred and containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
 - b) The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters
 - c) Fire Brigade Report in case of fire or any other damage where the Fire Brigade has been summoned.
 - d) Police report (FIR) and police final investigation report for loss or damage caused by theft, Burglary, Riot ,strike Malicious Damage, collision or Accident
 - e) Certificate from Meteorological Department or similar authorities on occurrence of Storm, Flood, Typhoon, Hurricane group of perils
 - f) Report from Telephone/Electricity department, in case of damage caused by their poles
 - g) Bills and invoices, valuation reports, repair estimates, final repair bills, Rent receipts etc required to support and substantiate the claim amount.
 - h) Certificate from local municipal authorities regarding the Insured premises becoming unfit for residence due to Insured peril (in respect of section II)
 - i) Particulars of all other insurances, if any
 - j) NEFT details & cancelled cheque.



- k) Any other document deemed necessary to establish the loss or its quantum depending upon the nature of claim.
- I) Documents required for Claim processing:
 - Claim form,
 - FIR/FR,
 - Proof in support of Cause of Loss/Operation of Insured peril,
 - Books of Accounts,
 - Stock Register,
 - Repair / Reinstatement Bills,
 - Proof of Reinstatement,
 - KYC documents PAN, ROC certificate, Aadhar, GST Registration Cert Etc.,
 - Any other Document,
 - Turn Around Time for claims settlement is 21 working days.
- c The following claim procedure shall be applicable in respect of coverage under section VII to to XI of the policy (Accident covers):
 - Upon the happening of any accidental bodily injury giving rise or likely to give rise to a claim, the insured or someone on his/her behalf shall forthwith contact the Company and intimate the claim, in any case, not later than 15 days of such occurrence. While intimating the claim, the insured shall be required to furnish all the requisite information, such as Name of the Insured, the Insured's

Contact details, Policy Number, Date and Time of loss, Nature of Loss and section (s) of the policy under which claim is intimated.

- II. Insured must immediately consult a doctor and follow the advice and treatment. Insured must take reasonable steps to lessen the consequence of bodily injury. Any medical officer or other agent of the Company shall be allowed to examine the Insured when required by the Company as often as may be reasonably required
- III. The Insured shall within 30 days from the date of accident, or such further time as the Company may in writing allow in that behalf, deliver to the Company, the following details/documents as evidence of loss (as applicable for the given cause of claim). Failure to furnish evidence within such time as required shall not invalidate or reduce the claim if the claimant is able to satisfy us that it was not reasonably possible to do so within such time.
 - a) Duly Completed Claim Form signed by Nominee/ legal heir of the Insured
 - b) Death Certificate, (in respect of death claims)
 - c) Post-Mortem report/Coroner's report, Viscera Report-if conducted (in respect of death claims)
 - d) Copy of FIR, Panchnama/inquest report
 - e) Certificate from bank showing loan disbursal details, statement of EMI payments and dues and principal loan outstanding (in case of claim under loan protector cover)
 - f) Copy of disability certificate from civil surgeon of Government Hospital (in case of disability claim)
 - g) All original Diagnostic/investigation reports and films
 - h) Hospital discharge card, wherever admitted in hospital
 - i) Hospital Bills with detailed break-up and original Receipts for all medical expenses incurred,
 - j) Document confirming the dependent details like Ration card etc
 - k) Certificate from educational institution confirming the details of student (in respect of educational benefit)
 - I) Any other document deemed necessary to establish the loss or its quantum depending upon the nature of claim.
 - m) NEFT details & cancelled cheque.



- d The following claim procedure shall be applicable in respect of coverage under section XI to XIV of the policy (Other personal Cover):
 - I. Upon the happening of any event giving rise or likely to give rise to a claim, the insured shall forthwith contact the Company and intimate the claim. While intimating the claim, the insured shall be required to furnish all the requisite information, such as Name of the Insured, the Insured's Contact details, Policy Number, Date and Time of loss, Location of Loss.
 - II.

. The Insured shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company, the following details/documents (as applicable for the given cause of loss):

a) Duly completed claim form signed by the insured, detailing the loss or damage that has occurred and containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the

loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.

- b) Police report (FIR) and police final investigation report
- c) Bills and invoices, valuation reports, repair estimates, final repair bills, required to support and substantiate the claim amount.
- d) Copy of the intimation to the Card Issuer , Credit card /Debit/affected card statement certified by the Financial Institution indicating the Fraudulent and Consumer loss liability and Last three (3) months account statement of the affected card (In case of claim under section XVI)
- e) NEFT details & cancelled cheque.
- f) Any other document deemed necessary to establish the loss or its quantum depending upon the nature of claim.
- V. All documents related to claims should be submitted to:

Cholamandalam MS General Insurance Company Limited, 4th Floor, Parrys Building, Dare House, Parry's Corner, Chennai – 600001

- VI. Claim Settlement:
 - I. On receipt of the final survey report or the additional survey report or investigation report, as the case may be, and on receipt of all required information/documents that are relevant and necessary for the claim, we shall, with in a period of 30 days from the date of receipt of last document/information, offer a settlement of the claim to the insured/claimant. If We for any reasons to be recorded in writing and communicated to the insured/claimant, decides to reject a claim under the policy, we shall do so within a period of 30 days from the receipt of the final survey report and/or additional information/documents or the additional survey report, as the case may be.
 - II. In case, the amount admitted is less than the amount claimed, then we shall inform the insured/claimant in writing about the basis of settlement in particular, where the claim is rejected, we shall give the reasons for the same in writing drawing reference to the specific terms and conditions of the policy document.
 - III. In the event the claim is not settled within 30 days as stipulated above, we shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document from the insured/claimant by us till the date of actual payment.
 - VII. Changes to covers
 - I. You can choose to make changes to the covers of this Policy as may be permitted by Us, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where



applicable.

II. This Policy (including the Policy Schedule, the proposal, declarations and Endorsements) consists of the entire contract between You and Us.

VIII. Fraudulent claim

If You, or anyone on Your behalf, make a false or fraudulent claim , or support a claim with any false or fraudulent statement or documents:

- i. We will not pay,
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and
- iii. We can also inform the police, and start legal proceedings against You.

IX. Reasonable Care:

The Insured shall take all reasonable steps to safeguard the property/subject matter insured against any action, any accident or injury that may give rise to any claim under this policy. The Insured shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.

X. Territorial Limits:

All covers (except under sections VII, VIII, XIA, XII and XIII) are restricted within India only. Our liability to make any payment shall be to make payment within India and in Indian Rupees only, in respect of all sections under the policy.

XI. Automatic Termination of Cover:

The cover under the policy shall terminate immediately in the event of admissible claim for 100% sum Insured under section VII, except for cover under Section 1 of the policy. The cover under section 1 shall be as per clause H of Section I of the policy

XII. Nomination (Applicable except for Section 1):

The insured is mandatorily required at the inception of the Policy to make a nomination for the purpose of payment of claims under the policy in the event of death of insured. Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made.

XIII. Limitation Period:

In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

XIV. Subrogation (Not Applicable for sections I, VII, VIII, XIA, XII and XIII)

The Insured and any claimant under this Policy shall do whatever is necessary to enable the Company to enforce any rights and remedies or obtain relief from other parties to which the Company would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Insured

/Insured person's indemnification by the Company.

XV. Contribution:

- a. If at the time of any loss or damage there shall be any other subsisting insurance against such loss or damage, the Company shall not be liable for more than its rateable proportion of such loss or damage. (Not applicable for Sections VII, VIII, IX, X, XIA, XII and XIII)
- b. **Multiple policies involving Bank or other lending or financing entity** If at the time of any claim, in case there is more than one Insurance Policy issued to the insured covering the same risk, the insurer will not apply Contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.

c. Multiple policies (Applicable for sections VII, VIII, X, XI A,)

In case of multiple policies which provide fixed benefits, on the occurrence of the Insured event in accordance with the terms and conditions of the policies, the insurer shall make the claim payments independent of payments received

Registered Office: 2nd Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001. Toll free: 1800 208 5544, T: +91 (0) 44 4044 5400, F: +91 (0) 44 4044 5550 E: <u>customercare@cholams.murugappa.com</u>;; website: <u>www.cholainsurance.com</u> IRDA Regn. No.123; **PAN** AABCC6633K **CIN** U66030TN2001PLC047977



CHOLA FARMERCARE INSURANCE POLICY UIN : IRDAN123RP0045V01202122

under other similar policies.

d. Multiple policies (Applicable for Section IX and XI B)

In case of multiple policies taken by an insured person during a period from one or more insurers to indemnify treatment costs, the insured person shall have the right to require a settlement of his/her claim in terms of any of his/her policies. In all such cases the insurer chosen by the insured person shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen policy.

- i. Insured person having multiple policies shall also have the right to prefer claims under this policy for the amounts disallowed under any other policy/policies even if the sum insured is not exhausted. Then the insurer shall independently settle the claim subject to the terms and conditions of this policy.
- ii. If the amount to be claimed exceeds the sum insured under a single policy, the insured person shall have the right to choose insurer from whom he/she wants to claim the balance amount.
- iii. Where an insured person has policies from more than one insurer to cover the same risk on indemnity basis, the insured person shall only have indemnified the treatment costs in accordance with the terms and conditions of the chosen policy

XVI. Other Details

- I. Notices
 - We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
 - You will send any notice, letter, intimation or communication in writing to Us at Our branch office where You purchased this Policy. You can also send it at the address mentioned in the Policy Schedule.

II. Applicable law and jurisdiction

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.

8.GREIVANCE REDRESSAL MECHANISM:

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

Courier: Manager, Grievance Cell,

Chola MS General Insurance Company Limited, Hari Nivas Towers First Floor, #163, Thambu Chetty Street,

Parry's Corner, Chennai - 600 001

Procedure of Grievance Redressal

- Please write to customercare@cholams.murugappa.com to register your complaint.
- On lodging the complaint, a complaint reference number will be provided. An acknowledgement will also be sent with the details of turnaround time for resolution and complaint registration details.
- In case you are not happy with the resolution provided or delay of greater than 7 working days, you may follow the below escalation matrix.

Escalation Matrix

• In case you are dissatisfied with the response or have not received a response, you may escalate the same to our Nodal Officer -

Nodalescalation@cholams.murugappa.com (Quoting the previous Service request number)



- In case you are still unhappy with the response or have not received a response within 7 working days, you may escalate the same to our Chief Grievance Officer <u>GRO@cholams.murugappa.com</u> (Quoting the previous Service request number)
- If after having followed the above steps and your issue still remain unresolved, you may approach the Insurance Ombudsman for Redressal. Login to https://www.cioins.co.in/Ombudsman to get details on Insurance Ombudsman Offices.

S.No	Office of Insurance Ombudsman	Address	E-mail	Landline Nos.
1	AHMEDABAD	Jeevan Prakash, 6th Floor, Near S.V.College	<u>Email:</u>	Tel.: 079 - 25501201
		Relief Road, Tilak Marg,	<u>bimalokpal.ahmedabad@cioin</u> <u>s.co.in</u>	Tel.: 079 - 25501202
		Ahmedabad - 380 001. Gujarat		
2	BENGALURU	Jeevan Soudha Building, PID No. 57-27-N-19		Tel.: 080 - 26652048
		Ground Floor, 19/19, 24th Main Road,		Tel.: 080 - 26652049
		1st Phase, JP Nagar,	<u>co.in</u>	
		Bengaluru - 560 078.		
3	BHOPAL	LIC of India Zonal Office Bldg,	<u>Email:</u> bimalokpal.bhopal@cioins.co.i <u>n</u>	Tel.: 0755 - 2769201
		1st Floor, South Wing, Jeevan Shiksha,		Tel.: 0755 - 2769202
		Opp. Gayatri Mandir		Tel: 0755 - 2769203
		60-B, Hoshangabad Road, Bhopal - 462011		
4	BHUBANESHWAR	62, Forest park, <u>Email:</u> bimaloknal bhubaneswar@cioi	Tel.: 0674 - 2596455	
			<u>bimalokpal.bhubaneswar@cioi</u> ns.co.in	Tel: 0674 - 2596429
		Bhubaneshwar - 751 009. <u>ns.co.in</u>		Tel: 0674 - 2596003
				Tel: 0674 - 2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor, LIC of India Bldg,	Email:_ <u>bimalokpal.chandigarh@cioins</u> <u>.co.in</u>	Tel.: 0172 - 2706468
		SCO 20-27, Sector 17-A		Tel.: 0172 - 2707468
		Chandigarh – 160017		
6	CHENNAI	Fatima Akhtar Court, 4th Floor,	<u>Email:</u> bimalokpal.chennai@cioins.co. <u>in</u>	Tel.: 044 - 24333668
		453 (Old 312), Anna Salai, Teynampet,		Tel.: 044 - 24333678
		CHENNAI -600 018.		
7	DELHI	2/2 A, 1st Foor, Universal	<u>Email:</u> bimalokpal.delhi@cioins.co.in	Tel.: 011 - 23232481
		Insurance Building,		
		Asaf Ali Road,		Tel.: 011 - 23213504
8	GUWAHATI	New Delhi - 110 002.		Tel.: 011 - 46013992
		Jeevan Nivesh Bldg,	<u>Email:</u>	Tel.: 0361 - 2632204
		5th Floor, Near Pan Bazar,	bimalokpal.guwahati@cioins.c	Tel.: 0361 - 2632205
		S.S. Road, Guwahati – 781001	<u>o.in</u>	Tel.: 0361 - 2631307

Registered Office: 2nd Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001. Toll free: 1800 208 5544, T: +91 (0) 44 4044 5400, F: +91 (0) 44 4044 5550 E: <u>customercare@cholams.murugappa.com</u>;; website: <u>www.cholainsurance.com</u> IRDA Regn. No.123; **PAN** AABCC6633K **CIN** U66030TN2001PLC047977



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		6-2-46, 1st floor, "Main Court",		Tel.: 040 - 23312122
		Lane Opp. Hyundai Showroom,	<u> </u>	Tel: 040 - 23376599
9	HYDERABAD	A.C. Guards, Lakdi-Ka-Pool,	bimalokpal.hyderabad@cioins.	Tel: 040 - 23376991
		Hyderabad - 500 004.	<u>co.in</u>	Tel: 040 - 23328709
				Tel: 040 - 23325325
		Jeevan Nidhi - II, Ground Floor,		
10	JAIPUR	Bhawani Singh Road, Ambedkar	<u>Email:</u>	Tel.: 0141 - 2740363
		Circle	bimalokpal.jaipur@cioins.co.in	
		Jaipur - 302 005.		
		10th Floor, LIC Bldg, Jeevan	Email:	
		Prakash	bimalokpal.ernakulam@cioi	
11	КОСНІ	Opp Maharaj College Ground	ns.co.in	Tel.: 0484 - 2358759
		M.G.Road, Ernakulam		
		Kochi - 682011		
		7 th Floor of Hindustan Building	<u>Email:</u>	Tel.: 033 - 22124339
12	KOLKATA	(Annex), 4, CR Avenue, Kolkata-	bimalokpal.kolkata@cioins.co.i	Tel: 033 - 22124341
		700 072,	<u>n</u>	
		Jeevan Bhawan, Phase-II,	<u>Email:</u>	Tel.: 0522 - 4002082
13	LUCKNOW	6th Floor, Nawal Kishore Road,	bimalokpal.lucknow@cioins.co	Tel: 0522 - 3500613
		Hazratganj, Lucknow - 226001	<u>.in</u>	161. 0322 - 3300013
		3rd Floor, Jeevan Seva Annexe,	Email:	Tel.: 022-69038800
14	MUMBAI	S. V. Road, Santacruz West,	bimalokpal.mumbai@cioins.co	Tel.: 022-69038833
		Mumbai - 400 054.	<u>.in</u>	
		Bhagwan Sahai Palace		Tel.: 0120-2514252
	NOIDA	4th Floor, Main Road,	Empile	Tel.: 0120-2514253
15		Naya Bans, Sector 15, Noida-	<u> </u>	
		201301	bimalokpal.noida@cioins.co.in	
		Dist: GB Nagar, Uttar Pradesh		
		2nd Flood, North Wing, Lalit	- ···	
16	PATNA	Bhawan,	<u>Email:</u>	Tel.: 0612-2547068
		Bailey Road, Patna - 800 001	<u>bimalokpal.patna@cioins.co.in</u>	
		3 rd Floor, Jeevan Darshan,		
17	PUNE	LIC of India Bldg,	<u>Email:</u>	Tal. 020 24471475
		N.C. Kelkar Road, Narayan Peth,	bimalokpal.pune@cioins.co.in	Tel: 020-24471175
		Pune- 411 030.		
		1		

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



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9.ENDORSEMENT WORDINGS

1. AGREED BANK CLAUSE

If You have mortgaged, hypothecated or created any security over any Insured Property in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy Schedule under the title 'Agreed Bank Clause'. If You choose to add the name of such Bank at any time during the Policy Period this will be shown as an Endorsement. In this Clause, the word 'Bank' includes any financial institution.

Under this Clause, You agree as follows:

- i. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
- ii. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insured.
- iii. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
- iv. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However, such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.
- v. If You make any change in the use of the Insured Property or Your Premises or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this Clause, unless the condition has been broken by the Bank or its employees.
- vi. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank, and shall pay additional premium from the time of such change.
- vii. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

N.B: The Bank shall mean the first named Financial Institution/Bank named in the policy.

2. TERRORISM DAMAGE COVERAGE CLAUSE:

INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism to the location/s mentioned in the schedule subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or



similar purposes including the intention to influence any government and/ or to put the public or any section of the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority.

Provided that If the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

LOSSES EXCLUDED

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

- 1. loss by seizure or legal or illegal occupation;
- 2. loss or damage caused by:
- i. voluntary abandonment or vacation,
- ii. confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
- 3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
- 4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
- 5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release,
- discharge, dispersal or escape or chemical or biological exposure of any kind;

6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge,

dispersal or escape or asbestos exposure of any kind;

- 7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
- 8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
- 9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;

10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;

11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;

- 12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
- 13. loss or increased cost as a result of threat or hoax;
- 14. loss or damage caused by or arising out of burglary, house breaking, looting, 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 of public peace) in



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any action taken in respect of an act of terrorism;

- 15. loss or damage caused by mysterious disappearance or unexplained loss;
- 16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
- 17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate toss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or Rs. 20,000,000,000/- whichever is lower.

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000 the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

EXCESS

Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000 whichever is lower. In respect of several insurance policies with in the same compound /location or affected in the single event, the maximum aggregate loss payable per compound/location and or arising out of single event by any one or all insurers shall be INR 20,000,000,000.

MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of terrorism occurring during the first 15 (fifteen) days from the date of granting such cover.