

Group All Risk Insurance Policy
UIN NO. IRDAN123CP0002V01201920

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

Now this policy witnesseth that subject to the terms, exceptions, limitations and conditions contained herein or endorsed hereof the Company agrees to indemnify the **Insured Beneficiary** if at any time during the **Cover period** of insurance the **Property** described in the **Certificate of Insurance** hereto and belonging to the **Insured Beneficiary** be lost or damaged by any fortuitous cause other than those specifically excluded, and within the limits stated in the **Certificate of Insurance** thereto, provided that the liability of the Company shall in no case exceed the Sum Insured set against such items in the **Certificate of Insurance** thereto and not exceeding in the aggregate the total sum insured specified in the **Certificate of Insurance**.

Definitions

- a. **Insured** means the Organization/Entity/Group Manager named in the Master Policy.
- b. **Insured Beneficiary** shall mean members of the group covered under the **Master Policy** and/or referred as YOU/He/She/His/her elsewhere in the document, who owns the **Property** insured
- c. **Master Policy** means the Group Policy issued to the Group Manager/Insured containing the terms and conditions of the insurance coverage and under which Certificates of Insurance will be issued to the members of the group.
- d. **Certificate of Insurance** means the Certificate issued to the **Insured Beneficiary** which will contain details such as the **Master Policy** number, name and address of the **Insured Beneficiary**, important terms and conditions of the coverage. For full terms and conditions the **Insured Beneficiary** shall refer to the **Master Policy**.
- e. **Policy Period** refers to **Master Policy period**, within which Certificates of Insurances are issued to members of the group.
- f. **Cover Period** means the period as specified in the **Certificate of Insurance** under which the Insured **Property** owned by the **Insured Beneficiary** is insured and covered as per Terms and Conditions of the **Master Policy**.
- g. **Group:** The definition of a group as per the provisions of group guidelines issued by Authority vide circular015/IRDA/Life/Circular/GI Guidelines/2005 dated 14th July 2005 and further amendments, circulars/guidelines/regulations, if any Issued/that may be issued, from time to time.
- h. **Insurer** means Cholamandalam MS General Insurance Co Ltd herein after referred as Insurer in the **Schedule** and/or WE/US/OURS/Company elsewhere.
- i. **Deductible** means the amount which shall be borne by the **Insured Beneficiary** in respect of each and every claim made under this **Certificate of Insurance**. The Insurer's liability to make any payment under the **Certificate of Insurance** is in excess of the "**Deductible**".
- j. **Premium** means the sum of money that the Insured paid to Insurer under this **Master Policy** in return for the Cover, entitlements and benefits set out in this **Master Policy**.
- k. **Property** shall means contents including Portable Equipment & movable item, Jewellery & Precious items but not limited to Electrical and Electronic Appliances, Furniture, Fixtures and Fittings, Utensils, clothing, Personal Effects and/or other items whilst stored / lying in **Insured Beneficiary** Premises as specifically mentioned in the **Certificate of Insurance**.
- l. **Jewellery and Precious Items** mean Gold or Silver or any Precious Metals including Diamonds or articles made from any Precious Metals
- m. **Portable Equipment** shall mean Mobile Phones, Cameras, laptops and Similar equipment, specifically mentioned in the **Certificate of Insurance** schedule
- n. **Beyond Economic Repair (BER)** The Insured property shall be deemed to be beyond economic repair, Where the cost of repair is equal to or more than 90% of the Sum Insured for other than Portable Equipment and if the cost of repair is equal to or more than 75% of the sum insured for Portable Equipment.
Beyond Economic Repair (BER)- Jewellery and Valuables - The Jewellery and Valuables shall be deemed to be Beyond Economic Repairs if the cost of repairs following loss or damage due to operation of Insured perils exceeds the Sum **Insured** of the Jewellery and Valuables as on the date of loss.

o. Sum Insured

Company's total liability to indemnify the **Insured Beneficiary** shall not exceed the Sum Insured stated in the **Certificate of Insurance**.

Basis of Sum Insured:

- For art work, sculptures, antiques etc and/or like items, the basis of Sum Insured would be on agreed value basis unless otherwise agreed;
- For all other insured items/articles or subject matter including bullion, jewellery etc., the basis of Sum Insured would be on Reinstatement value basis unless otherwise agreed.
- Sum Insured for Insured Property will be on First Loss Basis.

Exclusions

The Company shall not be liable in respect of:

1. Loss or damage to the **Property** by or due to or arising from:
 - (a) 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.
 - (b) Manufacturing defects for which the manufacturer is responsible.
 - (c) 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 agents
2. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause.
3. Breakage, cracking or scratching or crockery, Glass, Cameras, Binoculars, Lenses, Sculptures, Curios, Pictures, Musical Instruments, Sports Gear and similar articles of brittle or fragile nature, unless caused by fire or accident to the means of conveyance.
4. Loss or damage caused by mechanical or electrical derangement/breakdown of any article unless caused by accidental external means.
5. Over winding, denting or internal damage of watches and clocks.
6. Loss or damage to Money, Securities, Manuscripts, Deeds, Bonds, Bills of Exchange, Promissory Notes, Stocks or Share Certificates, Stamps and Travel Tickets or Traveller's Cheque, business books or documents unless specifically stated in the **Master Policy/Certificate of Insurance**
7. Theft from any car, except car of fully enclosed Saloon type having all the doors, windows and other openings securely locked and properly fastened.
8. Loss or damage whether direct or indirect arising from War, War like operations, Act of Foreign Enemy, Hostilities (whether War be declared or not) Civil War, Rebellion, Insurrection, Civil Commotion, Military or Usurped Power, Seizure, Capture, Confiscation, Arrests, Restraints and Detainment by the order of any Government or any other authority. In any action suit or other proceedings where the Company alleges that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the **Insured Beneficiary**.
9. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
10. a) Any loss, destruction or damage to any **Property** whatsoever or any loss or expense whatsoever, resulting or arising there from or any consequential loss and any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity, from any source whatsoever. b) Any loss, destruction, damage or legal liability, directly or indirectly caused by or contributed to by or arising from Nuclear Weapons Material.
11. Terrorism Damage Exclusion Warranty
This **Certificate of Insurance** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Group All Risk Insurance Policy

For the purpose of this exclusion, 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 organisation(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 exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

12. Consequential loss or legal liability of any kind.
13. Loss or damage due to or contributed to by the **Insured Beneficiary** having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
14. Loss, destruction of or damage to articles of consumable nature;
15. Loss, damage or liability arising directly or indirectly from seepage, pollution or contamination, howsoever such seepage, pollution or contamination may have been caused;
16. Loss of market or loss due to delay, no matter how occurring;
17. Unexplained shortage discovered at the time of taking inventory;
18. Infidelity of Officers and/or Employees of the Insured;
19. Wilful act or wilful negligence of the Insured or his representative;
20. Any unexplained or mysterious disappearance of the Insured item;
21. Malicious damage or vandalism to **Property** whilst being displayed in the open air;
22. Loss of or damage to Insured **Property** at any trade fair or exhibition unless specifically notified to and agreed by the Company in advance or as declared in the Schedule herein;
23. Invalid Payments Exclusion

This Insurance excludes any claim in respect of the Insured **Property**, where the loss has been sustained by the Insured consequent upon handing over such **Property** to any third party, for receipt of payment by:

- a. Cheque, Banker's Draft or any other form of Money Order, where such Cheque, Banker's Draft or any other form of Money Order shall prove to be false, fraudulent or otherwise invalid or uncollectable for any reason whatsoever;
- b. Cash, Currency or Banknote's which prove to be counterfeit, false or otherwise invalid for any reason whatsoever;
- c. Credit Card where the use of the same has been false, fraudulent or invalid, or when payment of the amount due is uncollectable for any reason whatsoever.

Special Conditions

1. SINGLE ARTICLE LIMIT: Unless specifically and separately stated, the Company's liability in respect of each article or Pairs of articles shall not exceed 20% of the total Sum Insured subject to a maximum of Rs.5 lacs under this **Certificate of Insurance**.
2. ARTICLES IN PAIRS OR SETS: Where any item insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set not more than a proportionate part of Insured value of the pair or set.

Basis of Loss settlement**Basis of Loss Settlement for "Property" except Jewellery and Precious Items.****Total Loss settlement**

In the event of Total loss and BER claims, the company shall indemnify the Insured for Replacement Value of the insured items at the time of damage by a new property of the same kind and same capacity without any allowance for betterment but not exceeding the sum Insured stated in the **Certificate of Insurance**.

Partial Loss Settlement:

In case of a Partial loss of **Property**, where the loss or damage can reasonably be Repaired or Reinstated at a Cost less than the Replacement Cost then, the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore the Contents to its state immediately prior to the happening of the insured event subject to the Company's Liability not exceeding the Sum Insured for the item stated in the **Certificate of Insurance**.

Basis of Loss Settlement for Jewellery and Precious Item**i) Total Loss and BER settlement**

- a. We shall pay you the Value mentioned in the Valuation report or the Sum Insured whichever is lesser
- b. If there is no valuation report and only Bill/Invoice is available, we shall pay you the bill/Invoice cost or the Sum insured whichever is lesser

The Payment under (a) and (b) above shall be made irrespective of whether Replacement has been carried out or not

ii) Partial Loss claims- Jewellery including Antique and Vintage Jewellery:

In case of Partial loss claims of the Jewellery including Antique and Vintage Jewellery, we shall pay you the Expenses necessarily incurred by you to restore the damaged item to its former state of serviceability provided it does not exceed the Sum Insured stated in the **Certificate of Insurance**

General Conditions

1. Every notice and communication to the Company required by this **Master Policy / Certificate of Insurance** shall be in writing.
2. This **Certificate of Insurance** shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, mis description or non-disclosure of any material fact.
3. The **Insured Beneficiary** shall take all reasonable steps to safeguard the **Property** insured against accident, loss or damage. The **Insured Beneficiary** shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
4. Upon the happening of any event giving rise or likely to give rise to a claim under this **Certificate of Insurance**:
 - a. The **Insured / Insured Beneficiary** shall give immediate notice thereof in writing to the nearest office with a copy to the Policy Issuing Office of the Company as well as lodge forthwith a complaint with the Police. The **Insured Beneficiary** must also notify the Railways, Steamship Company, Airline, Hotel Proprietors, or the Authority where the **Property** was at the time of the happening of any loss or damage.
 - b. The **Insured/ Insured Beneficiary** shall deliver to the Company, within fourteen days from the date on which the event shall have come to his knowledge a detailed statement in writing of the loss or damage, with an estimate of the Agreed value of the **Property** lost and documents of damage sustained. The **Insured/Insured Beneficiary** shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder and shall, if required, make an affidavit as statutory declaration in substantiation of such claim.
5. The Company may at its option reinstate, repair or replace the **Property** lost or damaged, or any part thereof instead of paying the amount of the loss or damage or may join with any other Insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such **Property** as it was at the time of occurrence, of such loss or damage not more than the Sum Insured by the Company thereon. Upon payment of any claim for loss under this **Certificate of Insurance**, the **property** in respect of which the payment is made shall belong to the Company.
6. The Geographical scope of this **Certificate of Insurance** will be within India.

Group All Risk Insurance Policy

7. If at the time of the happening of any loss or damage covered by this **Certificate of Insurance** there shall be existing any other insurance of any nature whatsoever covering the same property whether effected by the **Insured Beneficiary** or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.
8. The **Insured / Insured Beneficiary** and any claimant under this **Certificate of Insurance** shall at the expense of the Company do and concur in doing, permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the company paying for or making good any loss or damage under this **Certificate of Insurance** whether such acts and things shall be or become necessary or required before or after the **Insured's/Insured Beneficiary's** Indemnification by the Company.
9. If any claim under this **Certificate of Insurance** shall be in any respect be fraudulent or if the **Insured Beneficiary** or any one acting on the **Insured Beneficiary's** behalf to obtain any benefit under this **Certificate of Insurance** uses any fraudulent means or device, all benefits and rights under the **Certificate of Insurance** shall be forfeited.
10. Cancellation:

Cancellation of Master Policy / Certificate of Insurance by the Company:

- a. The **Master Policy** may be cancelled by the Company at any time before the expiry of the **Policy Period** by giving at least 15 days written notice to the Insured. Provided however if the Company cancels the **Master Policy** even then the respective **Certificate of Insurance/s** issued to various **Insured Beneficiaries** shall be valid for the Covered Period, unless the **Certificate of Insurance** is also cancelled by the company.
- b. The **Certificate of Insurance** may be cancelled by the Company at any time before the expiry of the Covered Period by giving at least 15 days written notice to the **Insured and Insured Beneficiary**.
- c. Under normal circumstances the **Certificate of Insurance** shall not be cancelled by the company except on the grounds of Fraud, mis-representation or non-disclosure of material facts or non-co-operation by the **Insured Beneficiary**. Provided however if **Certificate of Insurance** is cancelled due to Fraud, mis-representation or non-disclosure of material facts or non-co-operation by the **Insured and Insured Beneficiary** then the premium shall be forfeited and no refund of premium shall be made by the Company
- d. If the **Certificate of Insurance** is cancelled by the Company. The Company shall refund to the **Insured** a pro-rata premium for the unexpired **Cover Period** in respect of the **Certificates of Insurance** issued prior to the date of cancellation on which no claim has been lodged.
- e. No refund shall be made in respect of **Certificates of Insurance** cancelled by the Company on which claim has been lodged by the Insured Beneficiary or a person on behalf of the **Insured Beneficiary**.
- f. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the effective date on which the **Certificate of Insurance** is cancelled.

Cancellation by the Insured before the expiry of Master Policy /Certificate of Insurance: (Applicable in all cases where the premium is paid by the Insured)

- a. The **Master Policy** may be cancelled by the **Insured** at any time before the expiry of the **Policy Period of Master Policy** by giving at least 15 days written notice to the Company.
- b. Refund, if any, shall be subject to the retention of minimum premium of Rs.250/- towards documentation charges
- c. If the **Certificate of Insurance** is cancelled within **Cover period**, the Company will retain the premium for the period this **Certificate of Insurance** has been in force at the Company's customary short period scales of rates provided no claim has been reported under the **Cover period**.
- d. No refund of premium shall be due on cancellation of **Certificate of Insurance** if a claim has been made by the **Insured Beneficiary**.
- e. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the effective date of cancellation of **Certificate of Insurance**.

Group All Risk Insurance Policy

- f. For avoidance of doubts it is also clarified that since premium is born and paid by **Insured** and received by the Company, any cancellation or refund of such premium shall always be made to **Insured** as mentioned in these **Certificate of Insurance** Terms and Conditions/wordings.
11. The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
12. In the event of the **Insured** being aggrieved by
- (a) Any partial or total repudiation of claims by an insurer
 - (b) Any dispute in regard to premium paid or payable in terms of the **Master policy / Certificate of Insurance**
 - (c) Any dispute on the legal construction of policies in so far as such disputes relate to claims
 - (d) Delay in settlement of claims
 - (e) Non-issue of any insurance document to customers after receipt of premium he/she may, wherever permissible subject to provisions of Redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.
13. If the company shall disclaim liability to the **Insured** or any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of law, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
14. The due observance and fulfilment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this **Master Policy**.
15. The Company shall not be bound to issue any renewal notice nor shall be bound to accept the renewal premium there under.
16. No interest shall be payable by the Company in respect of any claim under this **Certificate of Insurance** on any account whatsoever
17. Upon the happening of the damage, the Sum Insured shall stand reduced by the amount of such loss paid by the Company. The Sum Insured shall be reinstated only upon the **Insured** paying the Company the Prorata premium for the unexpired period of Insurance from the date of such loss to the expiry date of the **Certificate of Insurance** for the amount of such loss

GRIEVANCES

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

1. OUR GRIEVANCE REDRESSAL OFFICER

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

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

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

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

Group All Risk Insurance Policy

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

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

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

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

2. CONSUMER AFFAIRS DEPARTMENT OF IRDAI

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

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

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

3. INSURANCE OMBUDSMAN

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

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

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

INFORMATION ABOUT US

Cholamandalam MS General Insurance company Limited

HO: Dare House 2nd Floor, No. 2 NSC Bose Road, Chennai – 600 001.

Toll Free : 1800 208 9100

SMS: "CHOLA" TO 56677 *(Premium SMS charges apply)

Email –customercare@cholams.murugappa.com

Web site: www.cholainsurance.com