

#### GROUP CHOLA GRIHA RAKSHA (UIN: IRDAN123RP0015V02202324)

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 cover the Insured Beneficiary during the Cover period mentioned in the Certificate of Insurance and for the covers, terms and Conditions mentioned in this contract 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 Limit Of Liability set against such items in the Certificate of Insurance thereto for each claim and not exceeding in the aggregate Limit Of Liability specified in the Certificate of Insurance.

You chose this **Group Chola Griha Raksha Policy** and applied to Us for insurance covers of choice. You paid Us the premium and gave Us information about insured beneficiaries and insured property. Based on 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.

## **Clause A. This Policy and the Insurance Contract**

- 1. Master Policy / Policy Schedule: This Group Chola Griha Raksha Policy is a contract between the Insured and Us and contains the following:
  - a. personal details,
  - b. the Policy Period,
  - c. the insurance covers You have purchased,
  - d. add-on covers opted by You,
  - e. Other important and relevant aspects and information.
- 2. To whom this Policy is issued and what it covers:
  - a. The Master Policy is issued to You and covers Insured beneficiaries for their Home Building and/or Home Contents as mentioned in the Certificate of Insurance.
  - b. If Insured beneficiary have mortgaged, pledged or hypothecated their Home Building and/or Home Contents with a Bank, the Certificate of Insurance 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. Special meaning of certain words:** Words stated in the table below have a special meaning throughout this Policy and Endorsements.

These words with special meaning are stated in the Policy with the first letter in capitals



Word /s	Specific meaning		
Bank	A bank or any financial institution		
Carpet Area	<ol> <li>for the main building unit of 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;</li> <li>for any enclosed structure on the same site, it is the net usable floor area of such structure; and</li> <li>for any balcony, verandah area, terrace area, parking area, or any enclosed Structure that is part of Home, it is 25% of its net usable floor area.</li> </ol>		
Commencement Date	It is the date and time from which the insurance cover under the Certificate begins. It is shown in the Certificate of Insurance.		
Cost of Construction	The amount required to construct Home Building at the Commencement Date. This amount is calculated as follows:		
	<b>a.</b> For residential structure of 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 the Home Building at the Commencement Date as declared by Beneficiary and accepted by Us and shown in the Certificate.		
	<b>b.</b> For additional structures : the amount that is based on the prevailing rate of Cost of Constructionat the Commencement Date as declared and accepted by Us.		
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.		
Home Contents	Those articles or things in Home that are not permanently attached or fixed to the structure of Home. Home Contents may consist of General Contents and/or Valuable Contents.		
General Contents	<b>General Contents</b> are all the contents of household use in 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.		
Valuable Contents	Valuable Contents of Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.		
Insured / Policy Holder / You	Organization/Entity/Group Manager named in the Master Policy.		
Insured Beneficiary	Members of the group covered under the Master Policy and/or referred a He/She/His/her elsewhere in the document, who is insured for the insuring Clauses		
Insured Property	Home Building and Home Contents, or any item of property covered in the Certificate.		
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.		

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Certificate of Insurance	The Certificate issued to the Insured Beneficiary which will contain details such as the MasterPolicy 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.
Cover Period	The period as specified in the Certificate of Insurance under which the Insuring Clauses covered for the Insured Beneficiary is insured and covered as per Terms and Conditions of the Master Policy. This cover period will be as per plan selected, from date of issuance of certificate, provided always that premium is received in advance in compliance with SEC-64VB of Insurance Act
Group:	The definition of a group as per the provisions of group guidelines issued by Authorityvide 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
Schedule	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
Master Policy Period	Refers to a Policy, within which Certificates of Insurances are issued to members of the group. It will be valid for one year and renewable for each subsequent year as per discretion from both the Policyholder and Company with respect to Terms and Conditions. Referred as "Policy Period" in the Policy. Master Policy less than one year can be issued as mentioned in <b>Clause J</b>
Premium	The premium is the amount paid to Us for this insurance. The Certificate of Insurance Shows the amount of premium for the Cover-Period and all other taxes and levies.
Pucca Construction	Construction other than Kutcha Construction.
Spouse	Insured Beneficiary's wife or husband.
Sum Insured	The amount shown as Sum Insured in the Certificate and as described in <b>Clause C (4)</b> and <b>Clause D (2)</b> of this Policy. It represents Our maximum liability foreach cover or part of cover and for each loss.
Total Loss	A situation where the Insured Property or item is Completely destroyed, lostor damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total
We, Us, Our, Insurer	The Cholamandalam MS General Insurance Company Ltd. Insurance Company that has provided Insurance Cover under this Policy; of the Company.
Home Building	Home Building is a building consisting of a residential unit, having an enclosedstructure and a roof, basement (if any) and used as a dwelling place described in detail as per Clause C (2) of this Policy.

# **Clause B. Insured Events**

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Cover Period

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

	Column	Column B	
	Α		
	We cover physical loss or damage, or destruction	We do not cover any loss or damage, or 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	-	

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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 HomeBuilding stands, Landslide, Rockslide	<ul> <li>caused by</li> <li>a. Normal cracking, settlement or bedding down of newstructures,</li> <li>b. The settlement or movement of made up ground,</li> <li>c. Coastal or river erosion,</li> <li>d. Defective design or workmanship or use of defective materials, or</li> <li>e. Demolition, construction, structural alterations or repair of any property, or groundworks or excavations.</li> </ul>
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.)	Caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.
9.	Missile testing operations	-
10.	Riot, Strikes, Maljicious Damages	<ul> <li>caused by</li> <li>a temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawfulauthority, or</li> <li>b Temporary or permanent dispossession of Home by unlawful occupation by any person.</li> </ul>
11	**Acts of terrorism (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes.	-
13.	Leakage from automatic sprinkler installations.	<ul> <li>a Repairs or alterations in Home or the building in which Home is located,</li> <li>b Repairs, removal or extension of any sprinkler installation, or</li> <li>c Defects in the construction known.</li> </ul>
14.	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events.	<ul><li>if it is</li><li>a. of any article or thing outside Home, or</li><li>b. of any article or thing attached from the outside of the outer walls or the roof of Home, unless securely mounted.</li></ul>

\*\*Insured / Beneficiary is eligible for reduction in premium rates on deletion of terrorism cover at the inception of the Policy / Certificate.

## **Clause C: Home Building Cover**

1. What We cover

We cover physical loss or damage, or destruction of Home Building because of any Insured Event listed in

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Clause B of this Policy. We also cover architect's, surveyor's, consulting engineer's fees, cost of removing debris as specified under Clause C (5) (f) of this Policy. Further, We pay for Loss of rent and Rent for AlternativeAccommodation, which will be paid to the extent declared by Insured Beneficiary and agreed by Us as specified under ClauseC (6) of this Policy while Home Building is not fit for living following loss or damage due to an insured event.

#### Home Building 2.

- Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, а. basement (if any) and used as a dwelling place.
- Home Building includes b.
  - i Fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.
  - the following 'additional structures' if they are on the same site, and are used as part of Home ii. **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,
  - any other structure shown in the Certificate of Insurance. iii.
  - Home Building does not include Contents of Home.

#### Use for residence 3.

C.

- We will pay only if Home Building is used for the purpose of residence of self and family, orof tenant, a. licensee or employee.
- b. We will not pay if
  - Home Building is used as a holiday home, or for lodging and boarding, or i.
  - Home Building or any part of Home Building is used for purposes other than residential except ii. where it is used both for residence and for the purposes of earning livelihood if the Insured beneficiary are self- employed or have shifted office to Home Building for a temporary period due to lockdown or closure of office ordered by a public authority.

#### Sum Insured Δ.

- The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Home Buildingat a. the Commencement Date as declared by the Beneficiary and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
- b. If the Cover Period is more than one year, We will automatically increase Sum Insured during the Cover Period by 10% per annum on each anniversary of Certificate without additional premium for a maximum of 100% of the Sum Insured at the Commencement Date.
- The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of C. Sum Insured at the Commencement Date for annual Certificates.
- d. Restoration of Sum Insured : Except as stated in Clause G (III) (5) (b) of this Policy, the insurance cover willat all times be maintained during the Cover Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the Certificate shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired 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 Beneficiary make a claim under the Certificate for damage to 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. He 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 the Beneficiary in the Proposal Form and stated in the Certificate.

c. The maximum We will pay for all items together is the Sum Insured shown in the Certificate for Home. Cholamandalam MS General Insurance Company Ltd. Reg. office: 2nd Floor, "Dare House", No.2, NSC Bose Road, Chennai - 600001, India. IRDAI Registration Number: 123| CIN: U66030TN2001PLC047977| Toll Free Number: 1800 208 9100| SMS Chola to 56677| Customercare@cholams.murugappa.com| www.cholainsurance.com.



Building Cover. If the Certificate shows any limit for any item, such limit is the maximum We will pay for that item.

- d. If Home Building is a Total Loss, We will pay the Beneficiary the Sum Insured of the Home Building.
- e. If only an additional structure is destroyed, We will pay an amount equal to the Cost of Construction of the additional structure.
- f. In addition to what **Clause C** (5) (c) of this Policy provides for, We will pay the following expenses:
  - 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 C (5) (c) of this Policy provides for, We will pay the amount of rent the beneficiary lose or alternative rent he pay while the Home Building is not fit for living because of physical loss arising out of an Insured Event as follows:
  - If Beneficiary is living in Home as a tenant, and are required to pay higher rent for the alternative a. accommodation, We will pay the difference between the rent for alternative accommodation and the rentof his/her Home Building.
  - **b.** We will pay the loss under this cover for an accommodation that is not superior to the Beneficiary's Home Building in any way and in the same city as his Home Building.
  - The amount of lost rent shall be calculated as follows: Sum Insured for Cover for Loss of c. Rent (as declared by the Beneficiary in the Proposal Form and specified by Us in the Certificate) X Period necessary for repairs ÷ Loss of Rent Period opted for.
  - d. This cover will be available for the reasonable time required to repair his Home Building to make it fit for living. The maximum period of this cover is three years from the date the Home Building becomes unfit for living. The Beneficiary must submit a certificate from an architect or the local authority to show that the Home Building is not fit for living.
  - Claim for loss of rent will be accepted only if We have accepted the claim for loss for physical damage to e. teHome under the Home Building Cover.

# **Clause D: Home Contents Cover**

#### What We cover: 1.

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

# 2. Sum Insured

- The Sum Insured for the Home Contents Cover is shown in the Certificate and will be the maximum а 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 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 Beneficiary choose to have a higher Sum Insured for Home Contents, they have to declare the Sum Insured in the Proposal Form and pay additional premium.
- If Beneficiary have purchased only Home Contents Cover, he have to declare the Sum Insured for the C General Contents in the Proposal Form.
- d The Sum Insured chosen for General Contents must be enough to cover the cost of replacementof the General Contents.
- If he want to cover the Valuable Contents in Home, the Beneficiary must opt for the Optional Cover for e. ValuableContents as given in Clause E (1) (a) of this Policy.
- Restoration of Sum Insured: Except as stated in Clause G (III) (5) (b) of this Clause below, the insurance f. cover will at all times be maintained during the Cover Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the Certificate shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Period from the

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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 Home are physically damaged by any Insured Event, We will at Our option,
    - i. Reimburse the cost of repairs to a condition substantially the same as its condition at the time of damage, or
    - ii. Pay 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 Certificate for Home Contents Cover. If the Certificate shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item.

## **Clause E: 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 the Insured Beneficiary and Us based on a valuation certificate submitted by them 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 Home are physically damaged by any Insured Event, We will pay the cost of repairing the item/s.
- **ii.** If the Valuable Contents of Home are a Total Loss We will pay the Sum Insured shown in the Certificate for the Valuable item/s. If the Certificate 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 oneitem of a pair or set does not constitute loss or damage to the entire pair or set.

## b. Personal Accident Cover:

In the event an insured peril that caused damages to Home Building and/or Home Contents also results in the unfortunate death of either Beneficiary or his spouse, We will pay compensation upto  $\gtrless$  20,00,000 (with an option to choose in multiples of  $\gtrless$  5,00,000 (Rupees Five Lakh) per person.

In the event of the unfortunate death of the Beneficiary, the Personal Accident cover shall continue for the spouse until expiry of the Certificate.

## 2. Add-ons:

You can opt for an Add-on by choosing from the Add-ons, if any, offered by Us under this product and the ones that You have purchased will be mentioned in the Policy Schedule and the relevant clause/s and/or endorsements will be attached to this Policy.

#### Clause F. Exclusions (What We do not cover) for all covers under this 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 deliberate, wilful or intentional act or ommission, or of anyone on behalf, or with 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
  - i. The pollution or contamination itself has resulted from an Insured Event, or
  - ii. 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 Cholamandalam MS General Insurance Company Ltd. Reg. office: 2nd Floor, "Dare House", No.2, NSC Bose Road, Chennai - 600001, India. IRDAI Registration Number: 123| CIN: U66030TN2001PLC047977| Toll Free Number: 1800 208 9100| SMS Chola to 56677| Customercare@cholams.murugappa.com| www.cholainsurance.com.



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 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 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 payment of additional premium and such addition, extension or alteration is added by Endorsement.
- 12. Costs, fees or expenses for preparing any claim.

# **Clause G. Conditions**

# (I) Obligations by Insured / Insured Beneficiary

- Make true and full disclosure in the proposal and related documents 1.
  - Duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is a. 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 dutyextends to any information or declaration given by anyone else on behalf.
  - b. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about self, family, 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 behalf, has not withheldany material information about self, family, Home Building and Home Contents.

# 2. Obligation to take care :

- To keep Home Building and Home Contents in good condition and well maintained, must ensure that a. the structure of the Home Building does not have any faults or defects that are visible and materialthat 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 Home Building and Home Contents, and
- ensure that unauthorized persons do not occupy the Home Building. C.
- Inform change in circumstances : inform Us immediately if 3.
  - There is change of address, a.
  - b. any addition, alteration, extension to the structure of the Home Building,
  - let out of Home Building, or the Home Building will no longer be solely occupied by the Beneficiary, C.
  - change the use of Home Building. Ь
- Allow inspection and investigation of claim: You must allow, and give full cooperation to the 4. survey/investigation of claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect the Home Building and Home Contents including the interior wherevernecessary, 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 the 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 fullinformation in the 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

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of claim. We may also cancel policy.

## (II) Renewal of Policy

- 1. End of Policy: This Policy will expire at the end of the Policy Period.
- 2. 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 Insurance

- No refund of premium shall be due on cancellation of Certificate of Insurance under any circumstances for a. thoseBeneficiaries who have made claim under the Certificate of Insurance.
- b. No refund of premium for cancellation is allowed for Policies / Certificates with period less than 12months

## 1. 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 Master Policy **Period** by giving at least 15 days written notice to the Policyholder. 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 CoveredPeriod by giving at least 15 days written notice to the **Policyholder 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, misrepresentation 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 other than "c" above. The Company shall refund to the Insured Beneficiary 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, subject to retention of minimum premium of Rs.100/- for annual Policy and for long term policy Rs.250/for policies with term 2 to 5 years and Rs.500 for policies with term 6 to 30 years.
- e. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the effectivedate on which the Certificate of Insurance is cancelled.
- f. This condition for Cancellation of Master policy overrides the cancellation provision stated elsewhere in thepolicy.
- g. In case of Total Loss of Home Building in a long term insurance where the Beneficiary have decided not to reinstate the Home Building in favour of a cash settlement of a claim, We will cancel the Certificate for the remaining duration of the cover period. In such a case We shall refund the proportionate premium for the unexpired years after grossing up the premium paid towards long term discount, if any.

#### 2. Cancellation of Long Term Insurance by Insured / Insured Beneficiary

- If the policy is cancelled within 1 years of inception, the premium to be retained shall be worked out as per а Clause J.
- **b** If the policy is cancelled after 1 years of inception, the discount slab shall be reworked for the number of yearsthe policy was actually in force. For this purpose fraction of a year shall be rounded to the next higher year. For example if the policy has run for 1 years and 1 months, premium shall be retained for 2 years.
- Refund, if any, shall be subject to the retention of minimum premium of Rs.100 for annual Policy and for C long term policy Rs.250/- for policies with term 2 to 5 years and Rs.500 for policies with term 6 to 30 years.

## 3. 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 or Group Manager, who is Policyholder)

- The Master Policy may be cancelled by the Policyholder at any time before the expiry of the Policy Period a. of Master Policy by giving at least 15 days written notice to the Company.
- h All Certificates forming part of the Master Policy is deemed cancelled upon cancellation of Master Policy.
- Refund, if any, shall be subject to the retention of premium as per short period scale given below subject to С. minimum premium retention of Rs. 100/- towards documentation charges. Cholamandalam MS General Insurance Company Ltd. Reg. office: 2nd Floor, "Dare House", No.2, NSC Bose Road, Chennai - 600001, India. IRDAI Registration Number:

<sup>123|</sup> CIN: U66030TN2001PLC047977| Toll Free Number: 1800 208 9100| SMS Chola to 56677| Customercare@cholams.murugappa.com| www.cholainsurance.com.



- d. 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, given below, provided no claim has been reported under the **Cover period. This facility** is applicable only for 12months plan and subject to a minimum premium retention of INR100 as documentation charges. If the Certificate of Insurance is cancelled within cover period after 1 year of inception, refund will be as per Clause (III) 2 above.
- For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the e. effectivedate of cancellation of Certificate of Insurance.
- 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 Policy Terms and Conditions/wordings.

Period **Retention Rate** 10% of the Annual Rate Not exceeding 1 week Exceeding 1 week but not exceeding 1 month 25% of the Annual Rate Exceeding 1 month but not exceeding 2 months 35% of the Annual Rate Exceeding 2 months but not exceeding 3 months 50% of the Annual Rate Exceeding 3 months but not exceeding 4 months 60% of the Annual Rate Exceeding 4 months but not exceeding 6 months 75% of the Annual Rate Exceeding 6 months but not exceeding 8 months 85% of the Annual Rate Full Annual Premium Exceeding 8 months

Short Period (Not exceeding) Rate

4. Cancellation of certificate by the Insured Beneficiary or Group member (Where Insured Beneficiary has paid thepremium):

If the Certificate of Insurance is cancelled by the Insured Beneficiary prior to commencement of the Cover Period mentioned in the Certificate of Insurance issued to the Insured Beneficiary, by giving 15 days written notice, the Company will refund, subject to retention of Rs.100 towards administrative costs as per Certificate of Insurance, the remaining premium amount.

The Insured Beneficiary may cancel the insurance cover to him/her at any time during the Cover Period by giving 15 days written notice and if no claim has been made then the Company shall refund premium, by retaining short term Premium, as per the rates detailed below subject to retention of minimum premium of Rs.100/-. This facility is applicable only for 12 months plan. If the Certificate of Insurance is cancelled within cover period after 1 year of inception, refund will be as per Clause (III) 2 above.

Short Period (Not exceeding) Rate

Period	Retention Rate
Not exceeding 1 week	10% of the Annual Rate
Exceeding 1 week but not exceeding 1 month	25% of the Annual Rate
Exceeding 1 month but not exceeding 2 months	35% of the Annual Rate
Exceeding 2 months but not exceeding 3 months	50% of the Annual Rate
Exceeding 3 months but not exceeding 4 months	60% of the Annual Rate
Exceeding 4 months but not exceeding 6 months	75% of the Annual Rate
Exceeding 6 months but not exceeding 8 months	85% of the Annual Rate
Exceeding 8 months	Full Annual Premium

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.

For avoidance of doubts it is also clarified that since premium is born and paid by Insured Beneficiary, any cancellation or refund of such premium shall always be made to Insured Beneficiary as mentioned in these Certificate of Insurance Terms and Conditions/wordings.

#### 5. Automatic termination of Insurance

This Certificate will automatically end in the following cases: Cholamandalam MS General Insurance Company Ltd. Reg. office: 2nd Floor, "Dare House", No.2, NSC Bose Road, Chennai - 600001, India. IRDAI Registration Number: 123| CIN: U66030TN2001PLC047977| Toll Free Number: 1800 208 9100| SMS Chola to 56677| Customercare@cholams.murugappa.com| www.cholainsurance.com.



- a. **Destruction of Home Building**: This Certificate will automatically end 7 (seven) days after Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of 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. The Beneficiary 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 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 the full Sum Insured for such item, the insurance coverforthat item will automatically end unlessthesubject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Certificate will end.
- c. Change of use of Home Building or Home Contents: The Certificate will end
  - i. if change of the use of Home Building from personal residence to any other purpose, or
  - ii. if any item of Home Contents for use that is not personal.
- d. **Sale of Home Building or Home Contents:** This Certificate will end when the Beneficiary sell, surrender or release interest in the Home Building and/or Home Contents, or interest in the Home Building and/or HomeContents comes to an end. The Certificate will end to the extent any additional structure of Home Building or item of Home Contents if He sell, surrender or release interest in such additional structure or item of Home Content, or interest inthese ends.
- e. Effect of death

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

## (IV) Claims Procedure

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

- **1.** Immediate notice to Us
  - **a** As soon as any physical loss or damage occurs to 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. name,
    - iii. Details of report to the police that is made,
    - iv. Details of report to any Authority that are made,
    - v. Details of the Insured Event,
    - vi. A brief statement of the loss,
    - vii. Particulars of any other insurance of Home Building or any of 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** The Insured Beneficiary must take all reasonable steps to prevent further loss or damage to

Home Building and Home Contents. Cholamandalam MS General Insurance Company Ltd. Reg. office: 2nd Floor, "Dare House", No.2, NSC Bose Road, Chennai - 600001, India. IRDAI Registration Number: 123| CIN: U66030TN2001PLC047977| Toll Free Number: 1800 208 9100| SMS Chola to 56677| Customercare@cholams.murugappa.com| www.cholainsurance.com. Page 11 of 20



- h. Until We have inspected Home Building and Home Contents, and have given Our consent,
  - i. The Beneficiary must not sell, give away or dispose of any damaged items of any property for which he is making a claim;
  - ii. must not wash or clean, or remove any damaged item or debris, except for anyurgent necessity;
  - iii. He must not carry out repairs, unless such repairs are urgent and he cannot contactUs.
- **3.** Immediate notice to Authorities
  - **a** As soon as any loss or damage occurs to the Insured Property, Beneficiary must give immediate report to appropriate legal authorities. For example, report to the fire brigade of the localauthority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence/landslide/rockslide, he must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, He must inform the police. If there is a theft within 7 (seven) days following an Insured Event He 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 behalf to give such report.

#### 4 Submit claim

#### Claim form: а

- You must submit claim in Our claim form at the earliest opportunity, but within 30 days i. from the date You first notice the loss or damage. The claim form is available in anyof Our branches, and on Our web-site.
- ii. You must state in claim the details of any other insurance policy that covers the damage or loss for which You have filed claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- **b** 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 shallnot be recoverable hereunder.

## 5. Establish loss

- You must prove that the Insured Event has occurred, and the extent of physical loss or damage a You have suffered with full details.
- When We request, h
  - i. You must support claim for Home Building and/or Home Contents with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
  - You must allow Us, Our officers, surveyors or representatives to inspect the loss or damage ii. to 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 loss from the police or any other authority.
- For Optional Cover of Personal Accident, Death Certificate and Post Mortem report (wherever C necessary) shall be submitted.

# 6. Fraudulent claim

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

- We will not pay, i.
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy

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and premium that You have paid, and

- iii. We can also inform the police, and start legal proceedings against You.
- 7. Other insurance
  - If You have any other policy with Us or any other Insurance Company (taken by You or by а 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 claim under any of these policies.
  - **b** If You choose to claim under this Policy from Us, We will settle claim within the limits and the terms and conditions of this Policy.
  - **c** After We pay the amount under 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.
- 8. Recovery action by Us
  - **a** When We accept and pay 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 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 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 consent,
- ii. In name, and
- iii. Whether or not 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 claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in name.

#### **Clause H. Changes to covers**

- You can choose to make changes to the covers of this Policy as may be permitted by Us, or а 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 proposal, and You have paid the additional premium, where applicable.
- This Policy (including the Policy Schedule, the proposal, declarations and Endorsements) b consists of the entire contract between You and Us.

#### **Clause I. Waiver of Underinsurance**

Underinsurance does not apply to the Group Chola Griha Raksha Policy. Thus, if Sum Insured calculated on the basis of the information that Beneficiary provided, is less than the actual value at risk, the difference will not affect the amount We pay.

#### Clause J. Cover Period less than 12 months

Certificates for a period less than 12 months shall be issued at the rates set out hereunder and cannot be cancelled.

> Period for which Policy is in force Loading of 10% on pro-rata premium.

#### **Clause K. Other Details**

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## 1. Notices

- We will send any notice, letter or communication in writing to You at address mentionedin а the Policy Schedule, and to email address that You have registered with Us.
- b 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.

# 2. Nomination for this Policy

The Beneficiary can nominate a person to receive the claim amount under the Certificate in the event of death. He can make such nomination at the time of taking the Certificate, or later. He can also changethe nomination at any time. He can make the nomination on Our nomination form available in Ouroffice or from Our website: www.cholainsurance.com

# 3. Applicable law and jurisdiction

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

# **Clause L. Grievances**

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

# 1. Our Grievance Redressal Officer

You can send grievance in writing by post or email to Our Grievance Redressal Officer at thefollowing 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.comFax
		: 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 per	son n	hav also approach the grievance cell at any of the company's branches wit

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at GRO@cholams.murugappa.com

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

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

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

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

# 2. Consumer Affairs Department of IRDAI

- In case it is not resolved within 15 days or if You are unhappy with the resolution You can a. 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 e-mail to complaints@irdai.gov.in. You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering complaint at igms.irda.gov.in.
- You can send a letter to IRDAI with complaint on a Complaint Registration Form available by b.

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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 <u>http://www.policyholder.gov.in</u> for more details.

## 3. Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and 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 Office

## ENDORSEMENT WORDINGS 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.
- i 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.
- **i**. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
- 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 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 itsemployees.
- **v** 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.
- vi. 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.

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#### Sabotage and Terrorism Damage Cover Endorsement (Material Damage only)

#### **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 Original Policy 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 sabotage and/or 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) Act, 1967 (as amended from time to time) 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.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put 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 sabotage and/or 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:
  - a. voluntary abandonment or vacation,
  - b. 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 or riots;
- 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;

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- 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 any action taken in respect of an act of sabotage and/or 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;
- 18 Any loss due to fines or damages for breach of contract, or penalties of whatever nature;
- 19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
- 20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
- 21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;
- 22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

#### 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 sabotage and/or terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 4,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 20,000,000/- 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\*

Shops & 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

Non-Industrial Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

Industrial Risks: 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000 \*Whichever is applicable

## 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 within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

In respect of sabotage and/or terrorism cover for long term dwellings, 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 4,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 4,000,000,000/-

## 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 sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to the date of granting such cover.

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## SANCTION, LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### CANCELLATION CLAUSE

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Sabotage and/or Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates. Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply

# **OPTIONAL COVER**

i) Cover for Valuable Contents on Agreed Value Basis (under Home Contents Cover): Valuable contents of 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 Beneficiary and Us on the basis of valuation certificate submitted by them and accepted by Us. However, We will waive requirement of valuation certificate if the Sum Insuredopted is up to ₹5 Lakh (Rupees Five Lakh) and individual item value does not exceed ₹ 1 Lakh (Rupees One Lakh).

If valuable contents are physically damaged by any insured event, we will pay the cost of repairing the item. If the valuable contents are a total loss we will pay Sum Insured for the item.

#### **Personal Accident Cover:** ii)

In the event an insured peril that caused damages to Home Building and/or Home Contents also results in the unfortunate death of either Beneficiary or spouse, We will pay compensation upto ₹20,00,000 (with an option to choose in multiples of ₹ 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 Certificate.

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