

HOME PACKAGE POLICY –CHOLA GRIHA RAKSHA**UIN: IRDAN123RP0029V01202324**

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 Chola Mandalam MS General Insurance Co.Ltd.(hereinafter called the Company) for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

The Company hereby agrees

1. If the property hereby covered is lost, damaged or destroyed
2. If the Insured incurs liability covered hereunder
3. The Insured or employees of the Insured permanently working with the Insured and covered under this Policy shall sustain bodily injury as described herein

at any time during the Period of Insurance stated in the Schedule herein then , subject to the terms, conditions, exceptions, exclusions and endorsements contained herein or endorsed or otherwise expressed hereon or annexed hereto, the Company will indemnify the Insured against such loss, damage or destruction of property or liability incurred, or pay the benefits specified herein as the case may be, but not exceeding in anyone Period of Insurance in respect of each of the several items specified herein the sum set opposite thereto respectively in the Schedule.

General Exceptions (Applicable to sections other than Section I) The Company shall not be liable in respect of:

1. Any claim, whether direct or indirect, occasioned by, happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion revolution, insurrection, terrorism, military of usurped power or civil commotion or loot or pillage in connection herewith.
2. Any claim, whether direct or indirect, occasioned by, happening through or arising from terrorism.
3. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
4. Any claim / liabilities, directly or indirectly of whatsoever nature caused by or contributed by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons or from any nuclear weapons material, and similar other weapons of mass destruction. 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.

General Conditions

1. Every notice and communication to the Company required by this Policy shall be in writing to the Policy Issuing Office of the Company.
2. Cancellation –
 - (a) The insured can cancel the policy at any time during the term, by informing the Company. The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.
 - (b) The company shall refund proportion premium for unexpired policy period, if the term of the policy is up to one year and there is no claim(s) made during the policy period.

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3. It is expressly agreed between the parties that no interest shall be payable by the Company on any account whatsoever.
4. The Insured shall maintain proper accounts, updated on a daily basis, in the course of business that shall be open for scrutiny or verification by the company as and when they deem necessary.
5. The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under any section of this Policy
 - (a) Allow the Company to make all enquiries, verification, survey, assessment by itself or through any person or persons as may be appointed by it. The insured shall render all assistance and co-operation in such process and shall furnish all particulars, documents, materials, evidence, proof as may be required by the Company or anyone authorized by it in that behalf for the purpose of considering the claim so made. If such particulars, documents, materials, evidence or proof is available with any third party, the insured shall obtain or give consent for obtaining the same from such third party, as may be required by the Company.
 - (b) Allow the Company or any representative thereof to examine, at all reasonable times, into the circumstances of such loss and Insured shall on being required so to do by the Company produce all books of accounts, receipts documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way expect the Company to ascertain the correctness thereof or the liability of the Company under the Policy.
 - (c) **Documents required for Claim processing:**
 - i. Claim form,
 - ii. FIR/FR,
 - iii. Proof in support of Cause of Loss/Operation of Insured peril,
 - iv. Books of Accounts,
 - v. Stock Register,
 - vi. Repair / Reinstatement Bills,
 - vii. Proof of Reinstatement,
 - viii. KYC documents PAN, ROC certificate, Aadhar, GST Registration Cert Etc.,
 - ix. Any other Document,
 - x. **Turn Around Time** for claims settlement is 21 working days.
6. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device is used by the Insured or anyone acting on Insured's behalf, to obtain any benefit under this Policy all benefits shall be forfeited.
7. In the event of the insured being aggrieved by
 - (a) Any partial or total repudiation of claims by an insurer
 - (b) Any dispute in regard to premium paid or payable in terms of the policy
 - (c) Any dispute on the legal construction of policies in so far as such disputes relate to claims
 - (d) Delay in settlement of claims
 - (e) Non-issue of any insurance document to customers after receipt of premium
8. He /She may, wherever permissible subject to provisions of Redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.
9. The due observance and fulfilment of the terms, conditions and endorsements of the Policy in so far as they relate to anything to be done or compiled with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.
10. This Policy may be renewed by mutual consent. The Company shall not be bound to accept any renewal premium or give notice that such renewal is due.

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Policy period less than 12 months

Policies for a period of less than 12 months shall be issued at the rates specified below (except Section XX Employees' Compensation)

For a Period not exceeding	Rate
15 days	10% of the annual rate
1 month	15% of the annual rate
2 months	30% of the annual rate
3 months	40% of the annual rate
4 months	50% of the annual rate
5 months	60% of the annual rate
6 months	70% of the annual rate
7 months	75% of the annual rate
8 months	80% of the annual rate
9 months	85% of the annual rate
Exceeding 9 months	Full Annual Rate

Definitions

The terms defined herein under shall for the purpose of this Insurance and liability of the Company hereunder shall carry the meaning specified there under.

1. **"Insured"** means the person specified in the proposal.
2. **"Money"** means currency that is legal tender in India
3. **"Valuables"** means jewellery, securities, securities for money, stamps, bullion, deeds, bonds, stock and share certificates, business books, manuscripts, documents of any kind, watches, furs, precious stones, gold and silver ornaments, travel tickets, camera lens and other valuables of similar nature.
4. **"Burglary"** and / or Housebreaking shall mean the unforeseen and unauthorised entry to or exit from the Insured Premises by aggressive and detectable means with the intent to steal Contents there from.
5. **"Home Utility Appliances"** mean Oven, Geyser, Mixer, Heater, Grinder and other similar appliances.
6. **"Home Appliances"** shall mean a Television apparatus, accessories forming part of the set, antenna, Including a Dish antenna), a Video Cassette Player, a Video Cassette Recorder, a Digital Video Player, a Music System and other similar equipment.
7. **"Garden"** means any cultivation, farming or raising of trees, plants, flowers, fruits, seeds and the like which involves both time and money.
8. **"Accident"** means a sudden, unforeseen and unexpected physical event caused by external, violent and visible means.
9. **"Permanent Disability"** shall mean the permanent total loss of one or more limbs or part thereof and / or eyesight and / or hearing and / or speech
10. **"Eligible Children"** means all of the Specified Person's dependent Children aged between Five (5) years and eighteen (18) years and up to twenty three (23) years (if attending an accredited institution of higher learning) who are unmarried and who permanently reside with him.
11. **"Immediate Family"** shall mean the spouse or the dependent children or the dependent parents of the person.
12. **"Portable equipment"** shall mean Laptops, Mobile Phones, Cameras, tablets, iPods and Portable Equipment of similar nature.

PART A - PROPERTY AND RELATED RISKS**Exceptions (applicable to Part A in addition to General exceptions mentioned above)**

This policy does not cover

1. Loss or damage to property not belonging to the insured whether held in trust, commission or otherwise.
2. Loss or damage caused by depreciation or wear and tear.
3. Loss, destruction or damage caused to the insured property by pollution or contamination excluding Pollution or contamination which itself results from a peril hereby insured against.
4. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

Conditions (applicable to Part A in addition to General conditions mentioned above)

1. The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage.
2. The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy
 - a. In the event of the theft, lodge forthwith a complaint with the Police and take all practicable steps to apprehend the culprits and to recover the property lost.
 - b. Give immediate notice thereof to the Company and shall within Fourteen (14) days thereafter furnish to the Company at his own expense, detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may require.
3. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons covering the same property, the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
4. **Multiple policies involving Bank or other lending or financing entity** - If at the time of any claim, in case there is more than one Insurance Policy issued to the insured covering the same risk, the insurer will not apply Contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.
5. The Company may, at its option, reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of 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/damage or more than the Sum Insured by the Company thereon.
6. If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured hereon then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one of the Policy, shall be separately subject to this condition.
7. Where the value of the property of the insured under any section, exceeds the maximum Sum Insured thereunder, the Insured shall independently cover the property under that section by way of a separate insurance policy.

HOME PACKAGE POLICY - CHOLA GRIHA RAKSHA - POLICY WORDING**Section I – Building and Content (Chola Griha Raksha)**

Cover under this Section shall be as per our Chola Griha Raksha Policy (for detailed Policy wording please refer our website – www.cholainsurance.com) and the terms and conditions of Chola Griha Raksha Policy overrides other conditions listed elsewhere in this Policy as far as Section I is concerned.

Section II - Burglary and Housebreaking including Theft

The Company will indemnify the Insured in respect of loss or damage to the insured premises and/or contents belonging solely to the insured whilst contained in the insured premises by burglary and/or housebreaking including Theft or Hold up. The terms Burglary and/or House breaking shall, for the purpose of this Insurance and liability of the Company hereunder, mean

- a. Theft involving entry into or exit from the insured premises by forcible and violent means or
- b. Theft following assault or violence or threat to the Insured or any employee of the Insured or member of the Insured's family
- c. Theft as defined in Section 378 of Indian Penal Code shall mean whoever, intending to take dishonestly any movable property out of the possession of any person without that person's consent, moves that property in order to such taking, is said to commit theft.

Immediate notice of loss in writing, which in any case should be within 24 hours of occurrence of the event, should be given to the company and complaint lodged with police authorities.

Specific Exclusions

The Company shall not be liable and no indemnity is available in respect of:

- (a) Loss or damage by burglary and/or housebreaking where any employee of the Insured or member of the Insured's family is involved as principal or accessory.
- (b) Loss or damage to livestock, motor vehicles and pedal cycles.
- (c) Loss or damage to articles of consumable nature.
- (d) Loss of or damage to money, securities for Money or Valuables.
- (e) Loss or damage by burglary and/or housebreaking and/or theft if the premises is left unoccupied for more than 45 days continuously.

Basis of Loss Settlement

Where the Insured Premises and/or Contents 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 aforementioned to its state immediately prior to the happening of the actual or attempted Burglary.

In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs. The Company shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the Burglary.

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If the value of the Insured Premises and Contents hereby insured shall at the time of any insured event be collectively of greater value than the Sum Assured thereon then the Insured shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Condition.

Section III - Jewellery and Other precious items (All Risks)

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured to the extent of the intrinsic value of the property mentioned in the Schedule, of the Insured or member(s) of his family, as declared in the proposal in respect of loss of or damage to jewellery specified in the Schedule lost, destroyed or damaged, by Fire and allied perils as per Section 1 of the Policy including earthquake, Burglary or Accident anywhere in India, from any fortuitous cause, any time during the period of this Insurance and within the limits stated in the Schedule hereto, provided that the liability of the Company shall in no case exceed the Sum Insured set against such items in the Schedule thereto and not exceeding in the aggregate the total Sum Insured hereby

Specific Exclusions

The Company shall not be liable in respect of:

- (i) loss or damage due to cracking, scratching or breakage of lens or glass whether part of any Jewellery and/or Precious Items or otherwise or to china, marble, and other articles of a brittle or fragile nature unless such loss or damage arises from an accident to a railway, train, ship, aircraft or other mechanised vehicle by which such Jewellery and/or Precious Item is being carried by the Insured
- (ii) Loss or damage caused by any process of cleaning, dyeing, repairing or restoring to which the Jewellery and/or Precious Item is subjected;
- (iii) loss or damage caused by moth or vermin;
- (iv) Loss or damage caused by mechanical derangement or over winding of watches and clocks.
- (v) Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
- (vi) Loss or damage whilst the items being conveyed by any carrier or courier under contract of affreightment.
- (vii) Terrorism
- (viii) Consequential loss or legal liability of any kind

Special Conditions

- (i) 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 repair or set not more than a proportionate part of the insured value of the pair or set.
- (ii) Unless specifically and separately declared, the Company's liability in respect of each article or Pairs of articles shall not exceed 5% of the total Sum Insured under this Policy.
- (iii) The insured jewellery shall be periodically examined by a competent jeweller and that the Insured shall have all fastenings and settings of stones attended to as advised by the jeweller.

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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 Jewellery and/or Precious Item to its state immediately prior to the happening of the insured event.

In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs. The Company shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.

If the value of the Jewellery and/or Precious Item hereby insured shall at the time of any insured event be collectively of greater value than the Sum Assured thereon then the Insured shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Condition.

The Company shall not be liable to make payment for more than the intrinsic cash value of any item in respect of which a claim is made and, where an item is part of a pair or set, the Company's payment shall be made without any reference to any particular value that such item may have had as a part of such pair or set.

Section IV - Home Utility Appliances

This section indemnifies the Insured in respect of total or substantial loss or damage caused by and/or solely due to Mechanical breakdown of Home Appliances detailed in the schedule, belonging to the insured, whilst contained in or fixed at the Property insured under section I Provided that the liability of the Company in respect of any one item in any one Period of Insurance will not exceed the Sum Insured set against such item in the Schedule.

Provided further that the Sum Insured in respect of each and every item covered by this Section shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity replacement cost shall include freight, dues and customs duties, if any and erection costs.

Specific Exclusions

The Company shall not, however, be liable for

- i. Fire and Special perils covered under section I
- ii. 5% of each and every claim subject to a minimum of Rs. 2500/-.
- iii. The Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single excess applicable to such items;
- iv. loss or damage caused by any faults or defects existing at the time of commencement of the present Insurance within the knowledge of the Insured, or his representatives, whether such faults or defects were known to the Company or not;
- v. Loss or damage for which the manufacturer or supplier of the Home Appliance is responsible either by law or under contract.
- vi. Cost of transport to the repair shop and back to the Insured's property of any insured item arising out of any damage to such items.
- vii. Loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- viii. Loss of or damage to external fittings by theft, unless the appliance itself is stolen at the same time.

HOME PACKAGE POLICY - CHOLA GRIHA RAKSHA - POLICY WORDING**Special Conditions**

- a) This section covers against total or substantial loss to the insured items and accordingly excludes routine, petty, repairs/damages.
- b) Where damage to an insured item can be repaired, the Company will pay expenses necessarily incurred to restore the damaged item to its former state of serviceability.
- c) If the cost of repair exceeds the actual value of the insured item immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (d) below:
- d) In case of total loss, claims will be paid subject to application of depreciation at 10% per year on the Sum Insured for such period reckoning from the date of first purchase. The maximum depreciation however shall not exceed 50% of the Sum Insured of the item in respect of which a total loss claim is admitted under this Policy.
- e) The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipment for reasons beyond their control.
- f) It is warranted that the Maintenance Agreement in force at the inception of this policy is maintained during the currency of this Policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained. For the purpose of this warranty the word "**Maintenance**" shall mean Safety checks, Preventive maintenance, Rectification of loss or damage or faults arising from normal operation as well as from again.

Section V - Home Appliances

This section indemnifies the Insured against unforeseen and/or sudden physical damage caused by and/or solely due to Mechanical and/or Electrical breakdown and/or Accidental Damage of Home Appliances detailed in the schedule, belonging to the insured whilst contained in or fixed at the Property insured under section I Provided that the liability of the Company in respect of any one item in any one Period of Insurance will not exceed the Sum Insured set against such item in the Schedule.

Provided further that the Sum Insured in respect of each and every item covered by this Section shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity replacement cost shall include freight, dues and customs duties, if any.

Specific Exclusions

The Company shall not, however, be liable for

- a) The Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single excess applicable to such items;
- b) loss or damage caused by any faults or defects existing at the time of commencement of the present Insurance within the knowledge of the Insured, or his representatives, whether such faults or defects were known to the Company or not;
- c) Loss or damage for which the manufacturer or supplier of the Home Appliance is responsible either by law or under contract.
- d) Cost of transport to the repair shop and back to the Insured's property of any insured item arising out of any damage to such items.
- e) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;

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- f) Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items;
- g) Any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- h) Loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- i) Consequential loss or liability of any kind or description;
- j) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media);
- k) Aesthetic defects, such as scratches on painted, polished or enamelled surfaces.
- l) The cost of any alterations, improvements or overhauls.

Special Conditions

- (a) Where damage to an insured item can be repaired, the Company will pay expenses necessarily incurred to restore the damaged item to its former state of serviceability.
- (b) If the cost of repair exceeds the actual value of the insured item immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (c) below:
- (c) In case of total loss, claims will be paid subject to application of depreciation at 10% per year on the Sum Insured for such period reckoning from the date of first purchase. The maximum depreciation however shall not exceed 50% of the Sum Insured of the item in respect of which a total loss claim is admitted under this Policy.
- (d) The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipment for reasons beyond their control.

Section VI - Plate Glass

This section indemnifies the Insured in respect of any Damage to fixed Plate Glass specified in the Schedule in the insured Property caused by accidental breakage, subject to the limits specified in the schedule.

Provided that the liability of the Company in respect of any loss or all losses in any one Period of Insurance is limited to the sum set against in the Schedule.

Special Conditions

- 1. Plate Glass shall mean completely and securely fixed flat glass within the Insured property and described in the Schedule excluding its glazing and/or lettering and /or ornamentation and /or any surface treatment or surfacing unless specifically described and declared for insurance.
- 2. Plate Glass shall however not include
 - a) Plate Glass of doors to the Insured Premises unless specifically declared b) Glass that constitutes or is part of the building facade.

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3. Damage shall mean sudden and accidental fracture visible to the naked eye extending through the entire thickness of the Plate Glass but shall not include
- any other disfiguration or damage to the Plate Glass
 - any disfiguration or damage only to the glazing or lettering or ornamentation and /or any surface treatment or surfacing thereon.

Specific Exclusions

The Company shall not be liable in respect of:

- 5% of each and every claim subject to a minimum of Rs. 1000/-
- Breakage or damage during removal, alterations and/or repairs on or about the insured Property.
- Breakage of lettering unaccompanied by breakage or damage of glass.
- Breakage of or damage to frame work of any description, unless specifically declared.
- Disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass.
- Embossed, silvered, lettered, ornamental, curved or any glass whatsoever, other than glass which is plain and of ordinary glazing quality unless the same be specifically declared.
- Breakage of glass not completely and securely fixed.
- loss or damage consequent upon interruption or delay of business or other loss, damage or injury arising from breakage of glass or during replacement thereof.

Basis of Loss Settlement:

The Company may in its sole and absolute discretion either:

- Repair, replace or reinstate the Plate Glass to a condition equivalent to that which existed immediately prior to the insured event as an alternative to making payment to the Insured.
- In the case of a total loss, the Company shall indemnify the Insured in respect of the replacement costs up to the sub-limit of the Sum Assured set against such item in the Schedule.

If the Company opts to make payment to the Insured, then:

- The payment will be assessed by reference to the cost of replacing the Plate Glass with glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.

Where any Plate Glass is no longer in production, the payment will be assessed by reference to the latest available price that was being charged by reputable manufacturers for the same or similar Plate Glass.

The Company's liability to make payment shall be up to the Insured Value as specified in the Schedule for each item of Plate Glass.

Section VII - Personal Baggage

This section indemnifies the Insured in respect of loss of or damage to the Personal Baggage of the Insured and / or such other members of his family who are specified in the schedule, anywhere in India, lost, destroyed or damaged by accident or misfortune, subject to the limit specified in the Schedule.

HOME PACKAGE POLICY - CHOLA GRIHA RAKSHA - POLICY WORDING**Specific Exclusions**

The Company shall not be liable in respect of

- i. Loss of or damage to Money or Valuables
- ii. Loss or damage due to cracking, scratching or breakage of lens of glass, whether part of any equipment or otherwise or to China marble, gramophone records and other articles of brittle or fragile nature, unless such loss or damage arises from accident to vessel, train, vehicle or aircraft by which such property is conveyed.
- iii. Loss or damage whilst being conveyed by any carrier under contract of affreightment.
- iv. Loss of or damage to articles which did not form part of the contents of any of the packages when the journey commenced, unless specifically declared and accepted by the Company.
- v. Loss or destruction of or damage to articles of consumable nature.
- vi. Loose articles such as Sticks, Straps, Umbrellas, Sunshades, Fans, Deck Chairs, property in use of the voyage and/or journey or articles or clothes whilst being worn on the person or carried about.
- vii. loss destruction or damage caused by or arising from the leakage, spilling or exploding of liquids, oils or materials of a like nature, articles of dangerous or damaging nature.

Special Conditions

- (a) 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 and in any case not more than a proportionate part of the insured value of the pair or set.
- (b) In the event of loss or damage the Insured shall at once give notice to the Police and take all practicable steps for discovering and punishing the culprits and for tracing and recovering the property lost.

Basis of Loss settlement

- (a) Where an insured item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the Company will indemnify the Insured up to the Sum Assured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
- (b) In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs up to the Sum Assured.
- (c) If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own Insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, covered under the Policy, shall be separately subject to this condition.

Section VIII - Garden

This section compensates the Insured against the total loss or destruction of any Garden maintained, cultivated, developed or nurtured by the Insured within the insured Property caused by Fire, Explosion, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation, Subsidence, Landslide or Rockslide, subject to the limits specified in the schedule.

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Provided that the liability of the Company in respect of any one item in any one Period of Insurance will not exceed the Sum Insured set specified in the Schedule.

Special Conditions

a) This section applies only to total loss situation

Basis of Loss Settlement:

The compensation under this section is to cover only the following costs and expenses:

- cost of seeds and cost of surface soils eroded by perils covered or cost of purchasing the plant whichever is less.
- labour costs for soil preparation and sowing/replanting cost of pesticides and fertilizers including labour incurred with insurer's consent in making good destruction or damage to landscaped gardens or grounds at the insured's premises caused by the perils mentioned above and up to the limit specified in the Schedule and subject to production of bills.

The insurer will not pay for

- The deductible specified in the Schedule
- Cost for movement of soil other than as necessary for surface preparation
- Failure of trees, shrubs or turf to become established following replanting
- The failure of seeds to germinate
- Cost of consultation/architect's fees

Section IX - Personal Accident cover

If at any time during the period of this policy any of the Insured Persons stated in the Schedule against this Section shall sustain bodily injury due to Accident anywhere in India and if such injury shall within 12 calendar months of its occurrence be the sole and direct cause of death then the Company shall pay to the legal representative(s)/ assignee/nominee, as the case may be, the Sum Insured stated in the Schedule.

Special Conditions

1. This section covers the insured and three other persons (to be pre-declared by him at the time of commencement of this policy). This declaration shall state the Sum Insured applicable to each of the insured under this section. In the absence of such declaration, the total sum insured under this section shall apply in equal proportion to each of the insured.
2. The maximum benefit payable under this section, in respect of all the persons insured under this section, in the aggregate during the period of insurance shall not exceed the total sum insured under this section
3. This section compensates the nominated legal heir of the persons covered under this policy for 100% of the Sum Insured.

Specific Exclusions

The Company shall not be liable to make any payment under this Section of this Policy directly or indirectly for, caused by, based upon, arising out of or howsoever attributable to any of the exclusions below:

- i) Any Hospitalization consequent to any condition arising from or traceable to any disease of the organs of generation, malignant disease of mammary gland, pregnancy, childbirth, abortion or miscarriage or any complications and/or sequels arising from the foregoing, except where such condition arises directly as a consequence of an accident during the policy period.
- ii) Disease, Injury, death or disablement directly or indirectly due to war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other end's invasion, act of foreign enemy hostilities or civil commotion or rebellion, military, naval or air service or breach of law, hunting, steeple chasing, revolution, insurrection, mutiny, engaging in aviation other than as a passenger (fare paying or otherwise) in any licensed standard type of aircraft
- iii) Circumcision or strictures, vaccination, inoculation, sex change, beauty treatment of any description, intentional self-injury, insanity, dissipation, nervous breakdown (which expression shall cover also general debility, "run down" conditions and "general overhaul"), venereal disease, intemperance, use of intoxicating drugs, liquors or any diseases, Injury, death or disablement directly or indirectly due to any one or more of them
- iv) Dental treatment, eye treatment and plastic surgery unless necessitated as a consequence of an Injury
- v) Any Injury present prior to the commencement of Policy Period, whether or not if the same has been treated, or for which medical advice, diagnosis, care or treatment has been sought before the commencement of this Policy. Any illness, complication or ailment arising out of or connected to such Injury
- vi) Any Medical Expenses not incurred in a Hospital or Day Care Centre
- vii) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person
 - a. From intentional self-injury, suicide or attempted suicide;
 - b. Whilst under the influence of intoxicating liquor or drugs;
 - c. Whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or travelling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airlines in the world, or engaging in any kind of adventure sports for personal gratification. [Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a Scheduled Airline or whether such an aircraft has a single engine or multiengine;]
 - d. Directly or indirectly caused by venereal disease or insanity or mental, nervous or emotional disorder;
 - e. Arising or resulting from the Insured Person committing any breach of law with criminal intent.
- viii) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person from participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which the Insured Person is untrained, unless specifically covered under the Policy.
- ix) Arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self sustaining process of nuclear fission or nuclear fusion
- x) Directly or indirectly caused by or contributed by/ or arising from Nuclear weapon materials

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- xi) Death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person resulting directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of Nuclear, Chemical, Biological Terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - a. For the purpose of this exclusion "Nuclear, Chemical, Biological Terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear
 - b. "Chemical" agent shall mean any compound, which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants, or material property
 - c. "Biological" agent shall mean any pathogenic (disease producing) micro organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants
- xii) All non-medical expenses.

Section X - Personal Accident for employee

If at any time during the currency of this policy a Employee of the Insured stated in the Schedule against this Section, shall sustain bodily injury due to Accident whilst On Duty and if such injury shall within 12 calendar months of its occurrence be the sole and direct cause of death or Permanent Total Disability then the Company shall pay to the Employee, legal representative(s)/ assignee/nominee, as the case may be, 100% of the Sum Insured stated in the Schedule.

Sum Insured, in respect of each employee shall be the sum shown against his/her name in the Schedule relating to this Section or if no specific sum is shown then the total sum insured relating to this Section shall apply in equal proportion to each employee covered under the Schedule.

" On Duty" means being in the process of discharging the duties arising out of employment with the Insured at the insured premises.

Specific Exclusions

The Company shall not be liable to make any payment under this Section of this Policy directly or indirectly for, caused by, based upon, arising out of or howsoever attributable to any of the exclusions below:

- i) Any Hospitalization consequent to any condition arising from or traceable to any disease of the organs of generation, malignant disease of mammary gland, pregnancy, childbirth, abortion or miscarriage or any complications and/or sequels arising from the foregoing, except where such condition arises directly as a consequence of an accident during the policy period.
- ii) Disease, Injury, death or disablement directly or indirectly due to war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other end's invasion, act of foreign enemy hostilities or civil commotion or rebellion, military, naval or air service or breach of law, hunting, steeple chasing, revolution, insurrection, mutiny, engaging in aviation other than as a passenger (fare paying or otherwise) in any licensed standard type of aircraft
- iii) Circumcision or strictures, vaccination, inoculation, sex change, beauty treatment of any description, intentional self-injury, insanity, dissipation, nervous breakdown (which expression shall cover also general debility, "run down" conditions and

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- “general overhaul”), venereal disease, intemperance, use of intoxicating drugs, liquors or any diseases, Injury, death or disablement directly or indirectly due to any one or more of them
- iv) Dental treatment, eye treatment and plastic surgery unless necessitated as a consequence of an Injury
 - v) Any Injury present prior to the commencement of Policy Period, whether or not if the same has been treated, or for which medical advice, diagnosis, care or treatment has been sought before the commencement of this Policy. Any illness, complication or ailment arising out of or connected to such Injury
 - vi) Any Medical Expenses not incurred in a Hospital or Day Care Centre
 - vii) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person
 - a. From intentional self-injury, suicide or attempted suicide;
 - b. Whilst under the influence of intoxicating liquor or drugs;
 - c. Whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or travelling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airlines in the world, or engaging in any kind of adventure sports for personal gratification. [Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a Scheduled Airline or whether such an aircraft has a single engine or multiengine;]
 - d. Directly or indirectly caused by venereal disease or insanity or mental, nervous or emotional disorder;
 - e. Arising or resulting from the Insured Person committing any breach of law with criminal intent.
 - viii) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person from participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which the Insured Person is untrained, unless specifically covered under the Policy.
 - ix) Arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self sustaining process of nuclear fission or nuclear fusion
 - x) Directly or indirectly caused by or contributed by/ or arising from Nuclear weapon materials
 - xi) Death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person resulting directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of Nuclear, Chemical, Biological Terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - a. For the purpose of this exclusion "Nuclear, Chemical, Biological Terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear
 - b. "Chemical" agent shall mean any compound, which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants, or material property
 - c. "Biological" agent shall mean any pathogenic (disease producing) micro organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants
 - xii) All non-medical expenses.

Section XI - Costs of Hospitalisation arising out of an accident

This section covers the Costs incurred by reason of Hospitalisation, subject to the limits indicated in the schedule, of the persons covered under section IX (Personal accident cover) of this policy. This cover becomes operative on the occurrence during the period of this policy of an Accident that leads to Permanent Disability or subsequent loss of life.

Special Conditions

- (a) The sum insured under this section is payable against actual expenses incurred towards treatment by a Medical Practitioner at a Hospital.
- (b) Hospitalisation must happen within 7 days from the date of the accident, and this policy shall not in any case cover hospitalisation occurring beyond 12 months from the date of the accident.
- (c) Medical Practitioner means a person who holds a degree/diploma of a recognized institution and is registered by Medical Council of respective State of India other than the Insured or a member of the Insured's immediate family. The term Medical Practitioner would include physician, specialist and surgeon.
- (d) Hospital means a medically recognized establishment:
 - i. That holds a valid license (if required by law) to practice medicine, and
 - ii. The primary function of which is to provide for the care and treatment of sick or injured persons, and
 - iii. That has a staff of one or more Physicians actually available on the premises at all times, and
 - iv. That provides a 24-hour nursing service and has at least one qualified and registered professional nurse present and on duty at all times, and
 - v. That has organized diagnostic and surgical facilities, either on its own premises or in facilities available to the Hospital on a pre-arranged basis, and
 - vi. Is not, except incidentally to its primary function, a clinic, nursing home, rest home, or convalescent home for the aged, or any similar institution.
- (e) Costs means the costs incurred at a Hospital towards treatment for an Accident.

Exclusions

This section shall not cover and no payment shall be made with respect to:

- 1) Loss caused directly or indirectly, wholly or partly by:
 - a. Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
 - b. Medical or surgical treatment except as may be necessary solely as a result of Injury;
- 2) Treatment of hernia resulting from any bodily injury.
- 3) Dental care or surgery except as occasioned by Accidental Injury.
- 4) Any Pre-existing condition or any complication arising from the same.
- 5) Any Psychiatric or mental disorders
- 6) AIDS (Acquired Immune Deficiency Syndrome) and / or infection with HIV (Human immunodeficiency virus), venereal disease, sexually transmitted diseases or illness.
- 7) Congenital external defects or anomalies or in consequence thereof.
- 8) Any treatment other than Allopathy
- 9) Injury or Disease directly or indirectly caused by or contributed by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; 10) Injury or Disease directly or indirectly caused by or

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contributed by the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment; 11) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, or terrorism or capture, arrests, restraints and detainment of all kings, princes, and people of whatsoever nation condition or quality.

Section XII - Education benefit

This section indemnifies

1. The legal heirs of the Insured towards costs incurred in connection with the education of Eligible children in case of death caused by accident of the person specified in the schedule covered under Section IX, subject to the limits indicated in the schedule.

Special Conditions

- i. The benefit under this Section is payable for not more than two Eligible children of the insured if and only if such eligible children continues their education as a full -time student in the same educational institution.
- ii. The sum payable under this section shall be:-

The difference between the Actual annual tuition fees (exclusive of room and board) charged by the institution and the fees paid until then where the child was studying at the time of death of the insured, as evidenced by receipts subject to the limits indicated in the Schedule. Provided that the aggregate amount payable under this section shall be restricted to the sum insured under this section during the period of insurance, irrespective of the number of claims made hereunder.

Section XIII - Cost of conducting death ceremonies

This section covers the Actual Costs incurred in connection with performance of ceremonies arising out of the death caused by Accident of the person specified in the schedule covered under Section IX, subject to the limits indicated in the schedule.

Provided that the aggregate amount payable under this section shall be restricted to the sum insured under this section during the period of insurance, irrespective of the number of claims made hereunder.

“Actual Costs” shall mean costs incurred towards transporting the body for cremation, costs incurred at the cremation place, religious ceremonies incurred upto the time of cremation and costs incurred for any one post cremation ceremony.

Section XIV - Financial Shield

In the event of loss of life of the Insured due to an Accident occurring the period of this policy and his estate being insufficient to discharge a debt of the insured, the Company shall pay the shortfall to the Creditor subject to the limit stated in the schedule.

Provided that no claim under this section shall be admitted unless a claim under section IX (Personal Accident cover) of this policy becomes payable.

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- a) This section shall not apply in respect liabilities of the Insured where the ownership of the underlying asset is not with the Insured.
- b) Where the insufficiency of the estate is caused by the estate discharging the personal liabilities of the assets of the Insured.

Special Conditions

- a) Creditors shall mean a Financial Institution recognised by the Reserve Bank of India, a schedule Bank or a registered Non-Banking Financial Institution.
- b) The cover shall apply only in respect of the principal outstanding against the debt and shall not cover interest, charges, penalty, levies and such amount of like nature by whatever name called.
- c) This cover shall not apply in respect of past dues / overdue
- d) The liability under this section shall be payable directly to the creditor. The insured shall at the time of commencement of this policy, designate the creditor who would be the beneficiary under this policy. In the absence of such identification, the benefit under this policy shall become rateably to the eligible Creditors, in the proportion of their undischarged liability.

PART C – OTHER RISKS**Section XV – Personal Liability**

In respect of liability arising from accidents occurring during the period of insurance against all sums for which the Insured shall become legally, liable to pay for accident bodily injury to any person and accidental damage to property, and will in addition pay Insured's costs and expenses and be responsible for all costs and expenses incurred with the written consent of the Company in defending any claim for such injury or damage.

In the event of the death of the Insured, the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Policy provided that each personal representatives shall as though they were the Insured observe fulfill and be subject to the terms, exceptions and conditions of the Policy so far as they can apply.

The Limit of Indemnity under this Policy for all sums payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent upon or attributable to one source or original course and in respect of all accidents occurring during the period of insurance shall not exceed the amount specified in the schedule of this Policy.

Geographical Area : India

Specific Exclusions

This Company shall not be liable for

- (a) any accident occurring outside the Geographical Area
- (b) injury to any person who is a member of the same household as the Insured
- (c) damage to property belonging to or in the charge or under the control of the Insured
- (d) injury or damage caused by or in connection with or arising from:

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- (i) Any trade profession or business of the Insured or anything done in connection therewith or for the purpose thereof
- (ii) Ownership possession or use by or on behalf of the Insured of any
 - (1) animal other than a dog or cat
 - (2) mechanically propelled or animal drawn vehicle
 - (3) vessel or craft made or intended to float on or in or travel on or through water or air
 - (4) the use of any horse for racing, polo, hunting or drawing any vehicle
- (e) liability assumed by the Insured under any agreement unless such liability would have attached in the absence of such agreement
- (f) The company is not liable to pay the first 5% of each and every claim subject to a minimum Rs. 5000.

Definitions

“The Insured” means Insured Person and any family member of the same household as the Insured person

Section XVI – Tenant Liability

In respect of liability arising from the fire and allied perils stated in Section I - Building and Contents caused to Home building located as specified in the schedule which is rented and occupied by the Insured occurring during the period of insurance for which the Insured shall become legally liable to compensate the owner of the Home building.

In the event of death of the Insured, the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of the Policy.

The limit of indemnity under this Policy for all sums shall not exceed the limit as specified in the schedule of the Policy in respect of any one occurrence or a series of occurrences arising out of the event, or in total during the period of insurance This Company shall not be liable for:-

1. Damage to property (other than the rented Home building) belonging to or in the charge or under the control of the Insured.
2. Intentional acts or malicious act of the Insured
3. Liability assumed by the Insured under any agreement unless such liability would have attached in the absence of such agreement
4. The company is not liable to pay the first 5% of each and every claim subject to a minimum Rs. 5000.

Definitions

“The Insured” means Insured Person and any family member of the same household as the Insured person

Section XVII - Portable Equipment Cover

In consideration of the payment of additional premium We will indemnify You against the repair or replacement costs incurred by the Insured in respect of any unforeseen and sudden physical loss of or damage from any cause, other than those specifically excluded in a manner necessitating repair or replacement provided that it is in the personal care and custody of the Insured whilst anywhere in the India, provided that the liability of the Company in respect of any one item of such Content in any one Policy Period will not individually or in the aggregate exceed the sub-limit of the Sum Insured set against such item in the Schedule.

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Special Condition

In the event of loss of or damage to any instrument/component forming part of a pair or set of the Insured Premises hereunder, the Company shall not be liable for more than the depreciated value of the particular instrument/component (as per the below Depreciation Table) which may be lost or damaged without reference to any special value which such instrument/component may have as forming a pair or set in any event not exceeding a proportionate part of the Sum Insured in respect of such instrument/ component.

Age of the Asset insured	Applicable Depreciation
Up to age 3 months	10%
More than 3 Months and up-to 6 Months	15%
More than 6 Months and up-to 9 Months	20%
More than 9 Months and up-to 12 Months	25%
More than 12 Months and up-to 24 Months	50%
More than 24 Months and up-to 36 Months	60%
More than 36 Months and up-to 48 Months	65%
More than 48 Months and up-to 60 Months	70%
More than 60 Months	75%

In the event of loss of or damage to the Content or any components thereon necessitating the supply of components not obtainable from the stocks held in this country or in the event of the Company exercising the option to pay in cash the amount of the loss or damage, the liability of the Company in respect of any such components shall be limited to :

- the price quoted in the latest catalogue or price list issued by the makers or their agents in this country, OR
- If no such catalogue or price list exists, the price list obtained at the makers works plus the reasonable cost of transport otherwise than by air to this country and the amount of the relative import duty.

This Optional Cover is subject to a deductible of minimum of `1,000 for each and every claim in respect of portable equipment with a Sum Insured upto Rs.10,000/-

This Optional Cover is subject to a deductible of minimum of `2,000/- for each and every claim in respect of portable equipment with a Sum Insured above Rs.10,000/-.

If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own Insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, covered under the Policy, shall be separately subject to this condition.

Specific Exclusions

- Loss or damage to the Content by or due to or arising from:
 - 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.
 - Manufacturing defects for which the manufacturer is responsible.
- Consequential loss of whatsoever nature.
- Penalties of delay or detention or in connection with guarantees of performance or efficiency.
- Theft, loss or damage during the hire or loan of the instrument to a third party.
- Loss or damage to any unattended item/equipment of the Insured Premises as described in the Schedule.

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- f) Loss or damage directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or other similar convulsion of nature and atmospheric disturbance.
- g) loss or damage caused by any faults or defects existing at the time of commencement of the present Insurance within the knowledge of the Insured, or his representatives, whether such faults or defects were known to the Company or not.
- h) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions.
- i) Electromagnetic Field (EMF) Exclusion: The Policy does not apply to, have no liability hereunder to the Insured in respect of personal injury, Bodily Injury or illness of a person, loss or damage to Contents or advertising liability arising out of exposure to any electric, magnetic and/or electromagnetic field of any frequency, whether the same be caused or allegedly caused by the Insured's power lines or otherwise.
- j) Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items.
- k) Any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- l) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
- m) Aesthetic defects, such as scratches on painted, polished or enamelled surfaces.

Section XVIII Purchase Protection

The Company will pay up to the Sum Insured mentioned in the schedule for new items that the insured purchases if the same are lost, damaged or destroyed within 30 days of the date of purchase by an insured peril under "Section I and Section II".

The insured shall intimate the insurer immediately upon the loss, damage or destruction of item purchased and shall provide necessary proof for such purchase and loss of item insured hereunder including copy of FIR filed with the Police authorities in case of Burglary and/or theft.

All exclusions and conditions applicable to respective sections is deemed to be incorporated hereunder.

This Optional Cover is subject to a deductible of minimum of Rs.1000 for each and every claim

Section XIX Online Transaction Protection

E-PAYMENT TRANSACTIONS

We will indemnify You for Theft of Funds suffered by You as a result of a Cyber Incident or Hacking of Your Bank account, Credit/Debit card and/ or Mobile wallets by a Third Party not exceeding a limit of INR equivalent of INR 150,000

per transaction and subject to:

- a. The Theft of Funds occurring during the Policy period,
- b. Discovery of Theft of Funds no later than 90 days from the date of occurrence.
- c. You reporting to the issuing Bank or the Mobile wallet company within 72 hours of discovery of the Theft of Funds, d. You lodging a First Information Report (FIR) detailing the unauthorized Theft of Funds within 72hours upon discovery by You

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- d. You providing evidence that the issuing bank and/or the Mobile wallet company is not reimbursing You for the Theft or Funds and a copy of FIR.

We will provide You coverage for Legal Costs within the limit of INR 150,000 in consultation with us to pursue a legal action, at our discretion, against Your Bank and/or Mobile wallet company for non-reimbursement of funds due to a Theft of Funds

Exclusions

1. Retroactive Date - Any E-PAYMENT TRANSACTIONS loss occurring prior to the retroactive date.
2. Dishonest or Improper Conduct - Any criminal, dishonest, deliberate, or malicious conduct of You
3. Bodily Injury-Any physical injury, sickness, disease, or death; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury, other than mental anguish or mental injury
4. Property Damage- Any loss or destruction of tangible property, or loss of use thereof, or physical theft, including wear and tear, other than damage or theft in respect of Insured event c) under Online Shopping.
5. Any activities carried out by You for business or professional purposes, whether in your capacity as an employee or self-employed practitioner.
6. War - War, hostilities or warlike activities (whether war is declared or not), invasion, civil uprisings, riot, rebellion, insurrection, illegal strikes, decrees of government, state or public authorities.
7. Terrorism means any acts 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, including cyber terrorism.
8. Non-Fiat Currency - Any loss payment made in Non-Fiat currencies including but not limited to Bitcoins
9. Outage/ Disturbance Loss - Any failure, interruption, degradation or outage of infrastructure or related services of the following third-party providers: telecommunication, internet service, satellite, cable, electricity, gas or water providers.
10. Illegal Use of Data - Any use of illegal data and/or illicit material which you are not authorized to use.
11. Insolvency - The insolvency, liquidation, bankruptcy of an issuing bank or Mobile Wallet provider.
12. Proprietary information of Personal Data means Sensitive Personal Data, which is a personal data revealing, related to, or constituting, as may be applicable: (i) passwords; (ii) financial data; (iii) health data; (iv) official identifier; (v) sex life; (vi) sexual orientation; (vii) biometric data; (viii) genetic data; (ix) transgender status; (x) intersex status; (xi) caste or tribe (x) political ideology (xi) religious belief and any information as included in Personal Data Protection legislation in India
13. Others - The coverage mentioned above shall not apply if at least one of the following exclusions are fulfilled: a. Theft of Funds due to physical loss or theft of Your Computer system, b. Withdrawal of funds via ATM made through Your Bank account and/or Credit/Debit cards by a Third party c. Theft of Funds following physical theft or loss of Credit/Debit card, d. Any loss or damage emanates from Criminal and/or fraudulent act of the insured, e. Circumstances or incidents that existed prior to inception of the Policy
14. Specific Matter Exclusion :-
Notwithstanding any provision to the contrary, this policy/insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following –including any fear or threat thereof, any action taken or failure to take action in controlling, preventing, suppressing or in any way responding to such whether actual/ alleged/ threat or perceived of:
 - Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); or
 - Coronavirus (COVID-19) including any mutation or variation thereof; or
 - Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority. If the insurer alleges that, by reason of this exclusion, any amount is not covered by this policy/insurance, the burden of proving the contrary shall rest on the insured.

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Our liability to pay or indemnify under this Policy /Certificate of Insurance for each and every Loss and for all Loss in the aggregate shall not exceed the Limit of Liability during the policy period.

Each sublimit of liability specified in the Schedule is part of the Limit of Liability and is the maximum.

In the event of the sub limit in respect of an Insuring clause being completely exhausted on payment of a claim, No further liability shall attach to Us in respect of the Insuring clause to which the sub limit applies.

Our liability to pay or to indemnify for each and every loss and for all losses in aggregate for specialist IT service provider fees shall not exceed the amount specified in the policy schedule / during the Policy period

Section XX Employees' Compensation

This section indemnifies the Insured against his liability to its own direct employees, excluding employees of contractors, under the Workman Compensation Act 1923 as amended from time to time. This section excludes any liability assumed by the insured by way of an agreement or any sum that the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.

Specific Exclusions

The Company shall not be liable in respect of:

- i. Accident directly or indirectly caused by traceable to or arising out of the ownership, possession or the custody by or on behalf of the Insured of animals, vehicles, aircraft, ship, boats or craft of any kind.
- ii. Where the number of employees at the time of accident or the actual wages paid in respect of the employee or employees for whom claim is made is found to be in excess of the number of employees or the wages stated in the schedule, then the a Company shall pay only a ratable proportion of the sum insured that the number of employees or the wages stated in the schedule bears to the actual number of employees or the actual wages paid at the time of the accident.
- iii. Any claim made by / compensation payable to any member of the Specified Person's family, partners, directors, managers, employees or contractors' employees.
- iv. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.

Mechanism for Grievance Redressal:

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

WEBSITE: www.cholainsurance.com

Toll free: 1800 208 9100

E-MAIL: customercare@cholams.murugappa.com

Courier: Manager, Grievance Cell,
Chola MS General Insurance Company Limited,
Hari Nivas Towers First Floor,
#163, Thambu Chetty Street,
Parry's Corner, Chennai - 600 001

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Procedure of Grievance Redressal

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

Escalation Matrix

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

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

S.No	Office of Insurance Ombudsman	Address	E-mail	Landline Nos.
1	AHMEDABAD	Jeevan Prakash, 6th Floor, Near S.V.College	Email: bimalokpal.ahmedabad@cioins.co.in	Tel.: 079 - 25501201
		Relief Road, Tilak Marg,		Tel.: 079 - 25501202
		Ahmedabad - 380 001. Gujarat		
2	BENGALURU	Jeevan Soudha Building, PID No. 57-27-N-19	Email: bimalokpal.bengaluru@cioins.co.in	Tel.: 080 - 26652048
		Ground Floor, 19/19, 24th Main Road,		Tel.: 080 - 26652049
		1st Phase, JP Nagar,		
		Bengaluru - 560 078.		
3	BHOPAL	LIC of India Zonal Office Bldg,	Email: bimalokpal.bhopal@cioins.co.in	Tel.: 0755 - 2769201
		1st Floor, South Wing, Jeevan Shiksha,		Tel.: 0755 - 2769202
		Opp. Gayatri Mandir		Tel: 0755 - 2769203
		60-B, Hoshangabad Road, Bhopal - 462011		
4	BHUBANESHWAR	62, Forest park,	Email: bimalokpal.bhubaneswar@cioins.co.in	Tel.: 0674 - 2596455
				Tel: 0674 - 2596429

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		Bhubaneshwar - 751 009.	ns.co.in	Tel: 0674 - 2596003 Tel: 0674 - 2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor, LIC of India Bldg, SCO 20-27, Sector 17-A Chandigarh – 160017	Email: bimalokpal.chandigarh@cioins.co.in	Tel.: 0172 - 2706468 Tel.: 0172 - 2707468
6	CHENNAI	Fatima Akhtar Court, 4th Floor, 453 (Old 312), Anna Salai, Teynampet, CHENNAI -600 018.	Email: bimalokpal.chennai@cioins.co.in	Tel.: 044 - 24333668 Tel.: 044 - 24333678
7	DELHI	2/2 A, 1st Floor, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002.	Email: bimalokpal.delhi@cioins.co.in	Tel.: 011 - 23232481 Tel.: 011 - 23213504 Tel.: 011 - 46013992
8	GUWAHATI	Jeevan Nivesh Bldg, 5th Floor, Near Pan Bazar, S.S. Road, Guwahati – 781001	Email: bimalokpal.guwahati@cioins.co.in	Tel.: 0361 - 2632204 Tel.: 0361 - 2632205 Tel.: 0361 - 2631307
9	HYDERABAD	6-2-46, 1st floor, "Main Court", Lane Opp. Hyundai Showroom, A.C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.	Email: bimalokpal.hyderabad@cioins.co.in	Tel.: 040 - 23312122 Tel: 040 - 23376599 Tel: 040 - 23376991 Tel: 040 - 23328709 Tel: 040 - 23325325
10	JAIPUR	Jeevan Nidhi - II, Ground Floor, Bhawani Singh Road, Ambedkar Circle Jaipur - 302 005.	Email: bimalokpal.jaipur@cioins.co.in	Tel.: 0141 - 2740363
11	KOCHI	10th Floor, LIC Bldg, Jeevan Prakash Opp Maharaj College Ground M.G.Road, Ernakulam Kochi - 682011	Email: bimalokpal.ernakulam@cioins.co.in	Tel.: 0484 - 2358759
12	KOLKATA	7th Floor of Hindustan Building (Annex), 4, CR Avenue, Kolkata-700 072,	Email: bimalokpal.kolkata@cioins.co.in	Tel.: 033 - 22124339 Tel: 033 - 22124341
13	LUCKNOW	Jeevan Bhawan, Phase-II, 6th Floor, Nawal Kishore Road, Hazratganj, Lucknow - 226001	Email: bimalokpal.lucknow@cioins.co.in	Tel.: 0522 - 4002082 Tel: 0522 - 3500613
14	MUMBAI	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz West, Mumbai - 400 054.	Email: bimalokpal.mumbai@cioins.co.in	Tel.: 022-69038800 Tel.: 022-69038833
15	NOIDA	Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Noida-	Email: bimalokpal.noida@cioins.co.in	Tel.: 0120-2514252 Tel.: 0120-2514253

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		201301		
		Dist: GB Nagar, Uttar Pradesh		
16	PATNA	2nd Flood, North Wing, Lalit Bhawan,	Email: bimalokpal.patna@cioins.co.in	Tel.: 0612-2547068
		Bailey Road, Patna - 800 001		
17	PUNE	3rd Floor, Jeevan Darshan,	Email: bimalokpal.pune@cioins.co.in	Tel: 020-24471175
		LIC of India Bldg,		
		N.C. Kelkar Road, Narayan Peth, Pune- 411 030.		