

PLATE GLASS

UIN: IRDAN123CP0069V01201819

WHEREAS the Insured named in the Schedule hereto has by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein applied to CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED (hereinafter called the Company) for the indemnity hereinafter contained and has paid the Premium stated in the said Schedule in consideration for such indemnity for the Period of Insurance stated in the Schedule. THE COMPANY HEREBY AGREES subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the property hereinafter described or any part thereof be DESTROYED or DAMAGED by BREAKAGE accidentally at any time during the period in respect of which the insured has paid and the Company has accepted the premium required for the renewal thereof, the Company will pay to the Insured the value, at the time of happening of such loss, of the property so destroyed or the amount of such damage but not exceeding in any one period of insurance in respect of each or the several items specified herein the sum set opposite thereto respectively.

Definitions

Plate Glass shall mean completely and securely fixed flat glass within the Insured Premises (including Plate Glass of display/show windows of the Premises) 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. Plate Glass shall not include

- External signboards but if specifically declared can include Plate Glass of doors to the Premises
- Glass that constitutes or is part of the building facade.

“Damage” shall mean sudden and accidental fracture visible to the naked eye extending through the entire thickness of the Plate Glass and 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.

Exclusions

The Company shall not be liable in respect of:

- i. Breakage or damage whether direct or indirect occasioned by happening through or arising from any consequence of explosion, gas, heat, war. Invasion, act of foreign enemy, Hostilities (whether war be declared or not (Civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot, strike or civil commotion or terrorism or loot or pillage in connection therewith or confiscation or detention by the order of any Government or Public Authority, earthquake, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
- ii. Breakage or damage during removal, alterations and or repair on or about the premises described herein
- iii. Breakage of lettering unaccompanied by breakage or damage of glass.
- iv. Breakage of or damage to frames or framework of any description, unless specifically insured.
- v. Disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass.
- vi. Embossed, silvered, lettered ornamental, curved or any glass whatsoever other than plain and of ordinary glazing quality unless specifically Insured.
- vii. Breakage of glass not completely and securely fixed.
- viii. Loss or damage consequent upon interruption or delay business or other loss, damage or injury arising from breakage of glass or during replacement thereof.
- ix. (a) Loss, destruction or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
(b) Any legal liability of whatever Nature;
- x. Directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel or from any nuclear weapons material.
- xi. Terrorism

Conditions

1. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
2. This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material particular.
3. Any alteration in the position of glass or in the occupancy thereof shall render this Policy null and void unless the Company shall have consented to continue the insurance.
4. The Insured shall take all reasonable steps to safeguard the property insured against any accident, loss or damage and to protect the glass in the event of its being exposed to unusual risk.
5. The Company may at any time by seven days' notice in writing cancel this Policy in which case the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance. This Policy may also be terminated at any time at the request of the Insured in which case the Company will retain the premium for the period this Policy has been in force at the Company's customary short period scales or rates provided no claim has been reported under the Policy period.
6. The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the policy give 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 loss or damage together with such explanation and evidence to substantiate the claim as the company may reasonably require. In the event of the Company replacing the broken glass, all window-fittings or other obstructions to replacement shall be removed by the insured at his own expense. All salvage shall be the property of the Company.
7. If at the time of any loss or damage covered by this Policy there shall be any other insurance covering the same property whether effected by the insured or not, then the Company shall not be liable for more than its rateable proportion thereof.
8. If any claim under this Policy shall be in any respect fraudulent or if the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy uses any fraudulent means or devices, all benefits under the Policy shall be forfeited.
9. The Company may at its option reinstate, replace or repair the property 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 or damage and in any case not more than the Sum Insured by the Company thereon.

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

11. The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

12. In the event of the insured being aggrieved by

- (a) Any partial or total repudiation of claims by an insurer
- (b) Any dispute in regard to premium paid or payable in terms of the policy
- (c) Any dispute on the legal construction of policies in so far as such disputes relate to claims
- (d) Delay in settlement of claims
- (e) Non-issue of any insurance document to customers after receipt of premium.

He/She may, wherever permissible subject to provisions of Redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.

13. The due observances and fulfilment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

GRIEVANCES

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

1. OUR GRIEVANCE REDRESSAL OFFICER

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

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

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

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

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

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

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

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

2. CONSUMER AFFAIRS DEPARTMENT OF IRDAI

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

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

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

3. INSURANCE OMBUDSMAN

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

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

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

INFORMATION ABOUT US

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

Web site: www.cholainsurance.com

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.