

SHOP PACKAGE POLICY WORDING**SHOP PACKAGE POLICY**
UIN: IRDAN123CP0075V01201819

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

The Company hereby agrees

- a) If the property hereby covered is lost, damaged or destroyed
- b) If the Insured incurs liability covered hereunder
- c) The Insured or the partners or staff 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 any one Period of Insurance in respect of each of the several items specified herein the sum set opposite thereto respectively in the Schedule.

General Exceptions

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. 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 information.
3. The Company may at any time, cancel this Policy without assigning any reason, by giving 7 days notice in writing by Regd. Post to the Insured at his last known address in which case the Company shall return to the Insured the premium less pro-rata portion thereof for the period the policy was in force. The Insured may also give 7 days' notice in writing, to the Company, for the cancellation of this policy in which case the company shall retain the premium for the period this policy has been in force at the Company's customary short period scales, provided there has been no claim reported under the Policy.
4. It is expressly agreed between the parties that no interest shall be payable by the Company on any account whatsoever.
5. 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.
6. 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.
7. 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.
8. Unless the Company be advised and its written approval be obtained the Company shall not be liable hereunder in the event of any change in the nature of the business of the Insured or in the duties and conditions of service / occupation of the employees or if remuneration of the employee be reduced or its basis altered or if the precautions stated by the Insured with regard to accounting are not followed or if the Insured shall continue to entrust the employee with money or goods after having knowledge of any material fact bearing on the honesty of the employee.
9. 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.
10. 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.

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11. 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.

12. 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.

Definitions

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

1. **"Insured"** shall mean the shop or business establishment that stands covered under this policy.
2. **"Building"** shall mean the premises
3. **"Contents"** shall mean the contents of the Premises as specifically stated in the schedule to this policy.
4. **"Money"** means currency that is legal tender in India
5. **"Valuables"** mean jewellery, securities, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, 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 property of similar nature.
6. **"Burglary and / or Housebreaking"** shall 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 of violence to the Insured or any person in the direct employment of the Insured or member of the Insured's family.
7. **"Temporary Premises"** means a premise being occupied by the insured until the insured premises becomes tenable.
8. Specified person shall mean the person named in Part B of the Schedule and shall not in any case be any person other than a sole-owner, partner or director of the Insured.
9. **"Accident"** means a sudden, unforeseen and unexpected physical event caused by external, violent and visible means.
10. **"Employee"** shall mean a permanent salaried employee of the Insured, not being on deputation or on the employment of a contractor.
11. **"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
12. **"Eligible Children"** means all of the Specified Person's dependent Children aged between six (6) months 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.
13. **"Immediate Family"** shall mean the spouse or the dependent parents of the person.

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
 - a) Pollution or contamination which itself results from a peril hereby insured against.
 - b) Any peril hereby insured against which itself result from pollution or contamination
4. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
5. 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. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
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. 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.
5. 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.
6. 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.

Section I - Building and Contents (Excluding Money and Valuables)**Sectional Operating Clause**

The Company will indemnify the Insured in respect of loss or of damage to the Building and contents thereof stated in the Schedule by

- (a) Fire, Lightning
- (b) Explosion or Implosion.
- (c) Aircraft, other aerial or space devices and articles dropped therefrom
- (d) Riot, Strike or Malicious Act,
- (e) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation
- (f) Impact Damage
- (g) Earthquake (Fire and Shock), Subsidence and Landslide including Rockslide
- (h) Bursting and/or overflowing of water tanks, apparatus or pipes.
- (i) Missile testing operation
- (j) Leakage from Automatic Sprinkler Installations
- (k) Bush Fire

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(I) Impact damages: Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by

- a) The Insured or any occupier of the premises or
- b) Their employees while acting in the course of their employment.

Special Exclusions

The Company shall not be liable in respect of

- a) Loss or damage to livestock, motor vehicles, and pedal cycles
- b) Loss of or damage to articles of consumable nature
- c) Loss or damage to money, securities for Money and Valuables.
- d) Destruction or damage caused to the insured property by
 - (i) Its own fermentation, natural heating or spontaneous combustion.
 - (ii) Its undergoing any heating or spontaneous combustion.
 - (iii) Burning of property insured by order of any Public Authority.
- e) Loss from Aircraft, other aerial and articles dropped therefrom caused by pressure waves.
- f) Loss resulting from the unlawful occupation by any person of the insured building or prevention of access to the same.
- g) Loss caused by Forest Fire.
- h) In respect of each and every claim made under section 1A and 1B of the enclosed schedule,

Sum Insured	Deductible
Policies having Sum Insured up to INR 10 cr per location	5% of claim amount subject to a minimum of Rs 10,000/-
Policies having Sum Insured above INR 10 cr per location	5% of claim amount subject to a minimum of INR 25,000
Policies having Sum Insured above INR 100 cr and up to INR 1500 cr per location	5% of claim amount subject to a minimum of INR 5 lakhs.

The excess shall apply per event per insured.

Special Conditions

- (a) No one article other than furniture is deemed to be more than 5% of Sum Insured under this Section, unless separately specified and value stated.
- (b) It is hereby declared and agreed that during the period of insurance, the sum insured is increased each day by an amount representing 1/365th of the specified limit of 10% increased per annum.
- (c) The General Condition of Average shall not apply if the Sum Insured under this Section after application of b) above, shall upon the operation of any peril insured against under this section, be not less than 85% (eighty five percent) of the collective value of the property insured under this Section.

Section II - Burglary and Housebreaking for Contents excluding Money and Valuables

Sectional Operating Clause

The Company indemnifies the Insured in respect of loss or damage to the contents whilst contained in the insured premises stated in the schedule by Burglary and/or Housebreaking occurring in a manner as defined herein under.

Special Exclusions

The Company shall not be liable 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 of or damage to money, securities for Money or Valuables.

Section III - Money Insurance

Sectional Operating Clause

This section indemnifies the Insured against loss of Money

- I. By accident or misfortune whilst the Insured's money is in his hands or in the hands of permanent employee(s) of the Insured and in direct transit between the employer's premises stated in schedule 1A and bank (including any extension counter, Automated Teller Machine) or vice versa.
- II. By Burglary and/or Housebreaking from within a locked safe which is burglar resistance or steel cupboards/cashbox in the premises stated in section 1A of the Schedule.
- III. Whilst lying in the cashier's till in the insured premises stated in section 1A of the schedule, during business hours consequent to or following assault and/or violence against the Insured or any employee of the Insured or any threat, provided always that such money are in custody of a responsible person entrusted with the work of handling cash.

Subject to the limits specified in the schedule, provided always that

- (a) In no event the Company shall be liable for any loss falling under this Section, which is not discovered within a period of 48 hours from its occurrence and not notified forthwith to the Company in writing.
- (b) A complete account of cash in safe, steel cupboards, cash box and/or other places under lock and key, shall be kept secured in some place other than the place where the money covered is kept.
- (c) The liability of the Company shall be limited to the amount actually shown by such records not exceeding the amount stated in the Schedule under this section.

Special Exclusions

This Company shall not be liable in respect of:

- (a) loss of money where any employee of Insured or member of the Insured's family is concerned as principal or accessory or arising out of or attributable to an act of fraud or dishonesty committed by one or more of the employees carrying the money.
- (b) Shortage due to error or omission.
- (c) loss of money by removal from safe, cupboard or cashbox following the use of the original or duplicate Key unless such key has been obtained by assault or violence or any threat thereat against the insured or any person under his direct employment.

Section IV - Temporary Relocation

Sectional Operating Clause

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.

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This section indemnifies the insured, subject to the limits indicated in the schedule, in respect of Expenses incurred for relocating the existing business to a Temporary Premises necessitated due to damage of the insured premises by operation of a peril named in section 1 occurring during the period of this insurance. Provided that, indemnity under this section would be available only in the event of actual physical damage to the building and not for relocation due to any other cause.

For the purpose of this section, “**Expenses**” shall mean rent for temporary premises, cost of packing the contents in the insured premises and cost of moving from the existing premises to the temporary premises.

Special Conditions

- a) The indemnity shall be only for a maximum period of 6 weeks and within three months from the date of occurrence of the insured peril.
- b) No amount shall be payable under this section unless the same has been actually incurred by the insured and is supported by bills / voucher / receipts/ documents to the satisfaction of the Company.
- c) The amount payable under this section per week of claim shall not exceed 1% of sum under section 1B of the schedule attached to this policy.
- d) Certificate from an Architect to the effect that premises in question are untenable will be accepted as adequate proof of the fact that the insured premises have become untenable.
- e) The temporary location shall be in an equivalent locality, within the same city / town and of a similar extent as the premises that was occupied by the insured.

Section V - Total Permanent Relocation**Sectional Operating Clause**

This section indemnifies the insured towards Cost of Permanent Relocation arising out of Acquisition of the building insured under section 1A together with the underlying land for Specified Purposes by the operation of a government order, subject to the limits specified in the schedule. Provided that any payment received by the insured by way of compensation towards the building shall be deducted while determining the amount payable under this section.

Costs of Permanent Relocation shall mean rent for the new premises for a maximum period of six months, cost of packing contents of the existing premises and cost of moving from the existing premises. Where the Insured proposes to purchase the new premises, the amount payable under this section in respect of capital cost of the new premises shall not exceed the fair rent for the new premises for a maximum period of six months.

Specified Purposes shall mean construction of roads, flyovers, airport, seaport and the like; Acquisition shall have the meaning ascribed to it under the Land Acquisition Act, 1963.

Special Exclusions

- a) The cover under this section excludes any action taken by any government or corporation or municipal or local authority or authorities of the like, to set right any illegal action or unauthorised construction or fraudulent occupation of the building or the land on which the building is located.
- b) This cover shall not apply to premises that are already the subject matter of acquisition proceedings.

Special Conditions

- a) The compensation shall be payable upon the insured relocating the existing business to a new location.

Section VI - Deterioration of Refrigerated stocks**Sectional Operating Clause**

This section indemnifies the insured against total deterioration or putrefaction of stocks, stored in a refrigerated container, due to failure of electricity supply occasioned by unforeseen causes at station / sub-station supplying electricity to the city / town where the insured premises is located, subject to the limits specified in the schedule.

Special Conditions

- a) Fire and Special perils covered under section 1
 - (a) This section applies to stock that is normally required to be stored and is actually stored in a refrigerated container such as a refrigerator, cold room, and freezer.
 - (b) The above cover becomes operative if and only if the accidental failure continues for an uninterrupted period of over 36 hours.

Section VII - Electronic Equipment (at shop)**Sectional Operating Clause**

This section indemnifies the Insured against any unforeseen and sudden physical loss or damage to Electronic equipment detailed in the schedule, belonging to the insured and is insured under section 1B, from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, by payment is cash, replacement or repair (at the option of the Company), upto an amount not exceeding during the period of Insurance in respect of each of the items specified in the Schedule the Sum set opposite thereto and not exceeding in all the total Sum expressed in the Schedule as Insured hereby.

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, which shall mean its replacement cost including freight, dues and customs duties, if any and erection costs. The Sum Insured of the equipment insured under this section shall include the value of ‘System Software’.

Special Exclusions

The Company shall not, however, be liable for

- a) Fire and Special perils covered under section 1
- b) 5% of each and every claim subject to a minimum of Rs. 1000/-.
- c) 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;
- d) 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;
- 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;
- 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;

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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 or damage to be made good by the manufacturer, supplier or maintenance contractor either in law or under contract;

i) 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;

j) Consequential loss or liability of any kind or description;

k) 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);

l) Aesthetic defects, such as scratches on painted, polished or enamelled surfaces.

m) The cost of any alterations, improvements or overhauls.

In respect of the parts mentioned under j) and k) above, the Company shall be liable to provide compensation in the event that such parts are effected by an identifiable loss or damage to the insured items

Special Conditions

(a) The equipment covered under this section means and includes Electronic equipment like Computers, Micro - processors, Audio and Visual equipment including the value of System Software may be covered under Electronic Equipment Policy. The term computer shall include the CPU, Keyboards, Monitors, Printers, Stabilizers, UPS and System Software.

Basis of Indemnity:

a) In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop, customs duties and dues if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges. No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed herein above equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided below.

b) In cases where an insured item is destroyed or cannot be repaired, the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed, but the salvage will be taken into account.

c) The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

d) In cases of total loss of the Insured item that has become obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model (similar type) of similar structure/ configuration (of similar quality) i.e. low, average or high capacity will be reimbursed.

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.

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 the following –

- i) Safety checks,
- ii) Preventive maintenance
- iii) Rectification of loss or damage or faults arising from normal operation as well as from again

Section VIII - Electronic Equipment (at home)

All terms and conditions as applicable under section VII of this policy.

Section IX - Neon Sign / Glow sign

Sectional Operating Clause

This section indemnifies the insured, upto the limit stated in the schedule against Loss or Damage to Neon Sign or Glow sign belonging to the Insured by fire or any of the perils mentioned in section 1 or by accidental external means.

Special Exclusions

The Company shall not, however, be liable for

(a) 5% of each and every claim subject to a minimum of Rs. 1000/-

(b) The fusing or burning out of any Bulbs and/or Tubes arising from short-circuiting or arcing or any other mechanical or electrical breakdown or faults.

(c) Mechanical or electrical breakdown, failure, breakage, over-running, over-heating, overloading or strain,

(d) The actions of sun, rain, hail, flood, bad weather or other atmospheric conditions.

Section X - Plate Glass

Sectional Operating Clause

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

2. Plate Glass shall however not include

- a) External signboards
- b) Plate Glass of doors to the Insured Premises unless specifically declared
- c) Glass that constitutes or is part of the building facade.

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

- a. Any other disfiguration or damage to the Plate Glass

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- b. Any disfiguration or damage only to the glazing or lettering or ornamentation and /or any surface treatment or surfacing thereon.

Special Exclusions

The Company shall not be liable in respect of:

- (a) 5% of each and every claim subject to a minimum of Rs. 1000/-
- (b) Breakage or damage during removal, alterations and/or repairs on or about the insured premises.
- (c) Breakage of lettering unaccompanied by breakage or damage of glass.
- (d) Breakage of or damage to frame work of any description, unless specifically declared.
- (e) Disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass.
- (f) 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.
- (g) Breakage of glass not completely and securely fixed.
- (h) 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.

Section XI - Personal Baggage

Sectional Operating Clause

This section indemnifies the Insured in respect of loss of or damage to the Personal Baggage of the Specified Person anywhere in India, lost, destroyed or damaged by accident or misfortune, subject to the limit specified in the Schedule.

Special Exclusions

The Company shall not be liable in respect of

- (a) Loss of or damage to Money or Valuables
- (b) 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.
- (c) Loss or damage whilst being conveyed by any carrier under contract of affreightment.
- (d) 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.
- (e) Loss or destruction of or damage to articles of consumable nature.
- (f) 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.
- (g) 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.

Section XII - Inland transportation

Sectional Operating Clause

This section indemnifies the insured against direct physical loss to the goods, in transit to the shop following accident to the carrying vehicle as per the following clauses attached.

- a. Inland transit clauses B
- b. Private carrier warranty
- c. Riot, Strike, Civil Commotion clause
- d. Important notice

Provided that the sum insured under this section shall stand reduced by the value of each and every consignment received by the insured.

Special Exclusions

The Company shall not be liable in respect of

- a. 1% of the value of each and every consignment subject to a minimum of Rs. 500/-
- b. Consignments not supported by proper consignment note

Part B - Accident and related risks

Exceptions (applicable to Part B in addition to General exceptions mentioned above)

Any claim arising as a consequence of or caused by or pursuant to

- (a) Intentionally self-inflicted injury while sane or insane
- (b) Suicide or any attempt thereat while sane or insane;
- (c) Loss while being under the influence of intoxicating liquor or drugs unless administered on the advice of a physician;
- (d) Any loss of which a contributing cause was the Insured's actual or attempted commission of, or wilful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest;
- (e) Curative treatments or interventions that the Insured performs or has had performed on his body
- (f) Loss caused directly or indirectly, wholly or partly by:
 - (i) Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
 - (ii) Medical or surgical treatment except such treatment as may be necessary solely as a result of the Accident;
- (g) The Insured engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world. 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 regular airline or whether such an aircraft has a single engine or multiengine
- (h) The insured participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs or other similar tests of endurance.
- (i) Any opportunistic infection and/or malignant neoplasm, if at the time of the accident or sickness the Insured person/s had an Acquired Immune Deficiency Syndrome (AIDS) or having an antibody positive blood test to HIV (Human Immune-deficiency Virus). Opportunistic infection shall include but will not be limited to pneumosystis carinii pneumonia, organism of Kaposi's Sarcoma, central nervous system lymphoma, and/or other malignancies now known or which become known as causes of death in the presence of Acquired Immune Deficiency Syndrome;
- (j) the Insured participating in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.
- (k) Any loss resulting directly or indirectly from or, contributed or aggravated or prolonged by childbirth or from pregnancy

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

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.

SHOP PACKAGE POLICY WORDING**1. The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy**

- (a) Shall give prompt written notice thereof to the Company as soon as possible but in any event within Fourteen days of the date of injury or accident or death.
- (b) Arrange to give notice of death by the legal representatives forthwith.
- (c) Give all certificates, information and evidence, whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expense of the Insured or his legal representatives and shall be in such form and of such nature as the Company may prescribe.

Section XIII - Personal Accident cover**Sectional Operating Clause**

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 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. Provided that one of the persons covered under this section shall be the Specified Person covered under section XVI and XVIII of this policy.

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 Insured Persons or the nominated legal heir of the persons covered under this policy for the capital Sum Insured

Section XIV - Personal Accident for Employees**Sectional Operating Clause**

If at any time during the currency of this policy any of the Employees 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 then the Company shall pay to the legal representative(s)/ assignee/nominee, as the case may be, 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, in the normal working hours of the employer at the insured premises.

Section XV - Costs of Hospitalisation arising out of an Accident**Sectional Operating Clause**

These section covers the Costs incurred by reason of Hospitalisation, subject to the limits indicated in the schedule, of the persons covered under section XIII 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.

Section XVI - Education benefit / Benefit for “loss of earning capability”**Sectional Operating Clause**

This section indemnifies

- (a) The legal heirs of the Specified Person towards costs incurred in connection with the education of Eligible children or
- (b) The Immediate Family of the Specified Person towards loss of earning capability of the Specified Person. In the event of death caused by Accident of the Specified person.

Provided that the benefit under this section shall be payable either under a) or b) above but not in respect of both.

Special Conditions

- (i) The benefit under a) is payable weekly for a maximum period of 24 weeks, 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 an educational institution.
- (ii) The sum payable under this sub-section shall be the aggregate of:-
 - (a) Actual annual tuition (exclusive of room and board) charged by the institution where the child was studying at the time of death of the insured, as evidenced by receipts.
 - (b) All other actual normal costs in connection with the education of the insured's children, in any case not to exceed 100% of the actual annual school fees
- (iii) The benefit under b) is payable to a person, being the immediate family of the insured and duly nominated in this regard by the insured.
- (iv) The amount payable under this section shall be the aggregate actual monthly costs of running the home of the insured, as evidenced by the claimant.
- (v) In no case shall the sum payable under this sub-section exceed twice the amount claimed/ claimable under a) above.

Section XVII - Cost of conducting Death ceremonies**Sectional Operating Clause**

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, 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.

Sectional Operating Clause

In the event of loss of life of the Specified Person due to an Accident occurring the period of this policy and his estate being insufficient to discharge a debt incurred for the business 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 XIII of this policy becomes payable.

Special Exclusion

- 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 – Liability
Exceptions (applicable to Part C in addition to General exceptions mentioned above)

The Company shall not be liable in respect of

- a) Any claim made by / compensation payable to any member of the Specified Person's family, partners, directors, managers, employees or contractors' employees.
- b) Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
- c) Any liability assumed by the insured by way of an agreement

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

The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim against which the insured is to be indemnified under the Policy,

- a) Give immediate notice thereof to the Company
- b) Forward to the Company forthwith every written notice or information of any verbal notice of claim
- c) Shall send to the Company any writ, summons or other legal process issued or commenced against the Insured
- d) Give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.
- e) Shall not incur any expense in making good any claim without the written consent of the Company
- f) Shall not negotiate, pay, settle admit or repudiate any claim without such consent.

Section XIX - Public Liability
Sectional Operating Clause

This section indemnifies the insured against any legal liability including defence costs incurred with the prior written permission of the Company towards

- (a) Accidental death or bodily injury to any third party
- (b) Accidental damage to property belonging to a third party

Caused by or through the negligence or fault of the insured in the performance of any act in connection with the insured's business, during the period of this policy.

Special Exclusions

The Company shall not be liable in respect of:

- a) Any property belonging to, in the custody of or in the control of any person mentioned in a) above.
- b) Any claims arising from or caused by or attributed to animals, vehicles, aircraft, ships, craft of any kind

Section XX - Workmen's Compensation
Sectional Operating Clause

This section indemnifies the Insured against his liability to the 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

Special 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 employee at the time of accident is found to be in excess of the number of employees stated in the schedule, then the a Company shall pay only a rateable proportion of the sum insured that the number of employees stated in the schedule bears to the actual number of employees at the time of the accident.

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/>

SHOP PACKAGE POLICY WORDING

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.
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