



**Policy Schedule**  
**CHOLA MS - BHARAT GRIHA RAKSHA POLICY**  
**[UIN:IRDAN123RP0014V02202021 ]**

Policy No.		2160/00462382/000/00			
GST Invoice No.:2160004623820000 GSTIN: 27AABCC6633K1ZJ PAN: AABCC6633K SAC Code: 997137		Branch Office Address : AURANGABAD BRANCH OFFICE Shop No- 4, Plot No- 33, Rokdiya Hanuman Colony, Opp. LMS Jeweller Jalna road, Aurangabad - 431005 KRANTI CHOWK S.O CITY: AURANGABAD STATE: MAHARASHTRA SAC Description: Other property insurance services			
<b>INSURED DETAILS</b>					
Insured Name : HARSHILBHAI JAGDISHBHAI PATEL		Policy issue date: 05/09/2022			
Communication Address : 7, VRIND AVAN BUNGLOWS, 3 NEAR SAMARTH BUNGALOWS,SHILAJ ROAD THALTEJ, 0 VASISTHNAGAR S.O AHMEDABAD GUJARAT PIN - 380008		Period of Insurance:	From Date & Time	15:44 on 05/09/2022	To Date & Time
		Email: tejas.pancholi@jainuineinsurance.co.in			
Financier Interest 1. DENA BANK, AHMADABAD		PAN No.:		-	
		Customer GSTN.:		0	
		Phone No.:		9714989898	
<b>Nominee Details</b>					
Nominee Name		Nominee Age		Relationship	
Legal Representative		-		-	

<b>Co-Insurance Details</b>					
Nil					
Intermediary Name/Code/Contact No.		JAINUINE INSURANCE BROKER PRIVATE LIMITED/201208127508/8149178773		Payment Amt	11106
Receipt No	1050741187	Client Code	100619511323	Payment Date	05/09/2022

DETAILS OF SUM INSURED & PREMIUM		
	Sum Insured (Rs)	Premium (Rs)
Sum Insured & Premium incl. Terrorism	50,000,000.00	9,412.00
CGST(0%)		0.00
SGST(0%)		0.00
IGST(18%)		1,694.00
Total premium	5,00,00,000.00	11,106.00

Consolidated Stamp Duty Paid Vide G.O. Rt No.382,Commercial Taxes and Registration (j1) Department, Tamil Nadu dated 30/08/2022.

<b>CONDITIONS</b>
1.

<b>WARRANTIES</b>
NIL

<b>CLAUSES</b>
1. Cyber Loss Limited Exclusion 2. SANCTIONS LIMITATION AND EXCLUSION CLAUSE 3. Transmission and Distribution line Exclusion 4. Agreed Bank Clauses 5. COMMUNICABLE DISEASE EXCLUSION

<b>Details of Property Insured &amp; Location of Risk Covered</b>
Location No. : 1
Location : 7, VRIND AVAN BUNGLOWS, 3 NEAR SAMARTH BUNGALOWS,SHILAJ ROAD THALTEJ,,VASISTHNAGAR S.O,AHMEDABAD,GUJARAT,PIN-380008
Age of Building : Less than 1 year
Floor No. for Multi-story building : 0
Construction Type : Pucca
Occupancy : Dwellings

DESCRIPTION	Sum Insured (in Rs.)
Building	
Carpet Area 419.X cost per sq. met 119331.742243	5,00,00,000.00
<b>Total Sum Insured(Rs)</b>	
	5,00,00,000.00
<b>Inbuilt Add on Cover</b>	<b>Sum Insured (Rs)</b>
Loss of Rent, No. of months 1	50000000
Rent for Alternative Accomodation, No. of months 1	50000000
Professional Fees - towards architect, surveyor, consulting engineer fees	Upto 5% of Claim amount
Clearance and removal of Debris clause	Upto 2% of Claim amount
<b>Excess</b>	<b>Terrorism:</b> Shops & Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000
<b>Remarks</b>	

Note: The Policy Schedule is an important document issued based on your declaration. We request you to verify the details and ensure that everything is in order. In case of any discrepancies, Please contact us within 15 days form the date of issuance policy.

Place : CHENNAI	For Cholamandalam MS General Insurance Company Ltd.
Date : 05/09/2022	Authorised Signatory

**CLAUSE Wordings**

**1. Agreed Bank Clauses**

All policies in which a Bank/Financial Institution has interest shall be issued in the name of Bank/Financial Institution and owner or mortgagor and shall contain a suitable clause to protect their interest. A specimen copy of the Clause is given hereunder. "It is hereby declared and agreed: - i. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties. ii. That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder. N.B: The Bank shall mean the first named Financial Institution. iii. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank. iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder. v. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to or upon any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and vi. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available. N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word "Bank" in the said clause.

**2. Forming part of Policy No:**

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

**INSURING CLAUSE**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Original Policy Schedule, it is hereby agreed and declared that notwithstanding anything stated in the "Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of sabotage and/or terrorism to the location/s mentioned in the schedule subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from time to time) or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of sabotage and/or terrorism by the duly empowered government or Military Authority.

Provided that if the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, paramilitary forces, police or any other authority constituted by the government for maintaining law and order.

**LOSSES EXCLUDED**

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. loss by seizure or legal or illegal occupation;

2. loss or damage caused by:

(i) voluntary abandonment or vacation,

(ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;

3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;

4. loss or damage directly or indirectly arising from or in consequence of the seepage and/or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;

5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;

6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;

7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;

8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;

9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest or riots;

10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;

11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;

12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;

13. loss or increased cost as a result of threat or hoax;

14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of sabotage and/or terrorism;

15. loss or damage caused by mysterious disappearance or unexplained loss;

16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;

17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;

18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;

19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;

20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.

21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;

22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

#### LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 per compound/location whichever is lower.

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

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

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers, shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

#### EXCESS\*

Shops & Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

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

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

\*Whichever is applicable

#### ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

In respect of sabotage and/or terrorism cover for long term dwellings, limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 4,000,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 4,000,000,000/-

#### MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to the date of granting such cover.

#### SANCTION, LIMITATION AND EXCLUSION CLAUSE

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

#### CANCELLATION CLAUSE

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

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

#### 3.SANCTIONS LIMITATION AND EXCLUSION CLAUSE

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

#### 4.COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this insurance excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from,

arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

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#### 5. Cyber Loss Limited Exclusion

1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

1.1. any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2;

1.2. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

2. Subject to the other terms, conditions and exclusions contained in the policy, this insurance agreement will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils:

fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow

Definitions

3. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

4. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

5. Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

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#### 6. Transmission and Distribution line Exclusion

This Insurance does not cover any loss of destruction of or damage to any kinds of above or below ground conductors (e.g. transmission and distribution lines) including wires, cables, poles, scaffolding, pylons and masts or any property forming a part thereof or connected therewith and including substations and transformer stations unless such conductors for which the insured carries the risk are located no further than 1500 feet from an insured plant of the Insured.

This exclusion also applies to any consequential losses, time element losses or business interruption losses resulting therefrom including but not limited to increased cost of working.

This exclusion includes but is not limited to conductors for the transmission or distribution of electrical energy, telephone or telegraphic signals, and all communication signals whether audio or visual.

It is however, understood and agreed that this exclusion shall not apply to

1. Cellular Network package policies other than any network with physical connections like optical fiber cables.

2. Captive power plants

3. Transmission/interconnection lines, running between a power plant and the point of connection to the host energy distribution company, up to a maximum loss limit of INR.1000 Million (100% basis and PD/BI combines), it is understood that the policy loss limit of INR.1000 Million is any one accident and aggregate during the policy period is applicable only for power generation plants.

4. MD cover for substations of power companies involved in distribution of power is allowed for property located on premises owned and / or controlled and or managed by the Insured.

5. Transmission and distribution lines of standalone power distribution and/or transmission companies are completely excluded.

CHHOLA MS

## CHOLAMS-BHARAT GRIHA RAKSHA POLICY

UIN IRDAN123RP0014V02202021

You chose this Chola MS Bharat Griha Raksha Policy and applied to Us for insurance covers of Your choice. You paid Us the premium and gave Us information about Yourself, Your Home Building and Home Contents. Based on Your confirmation that this information is true and correct, and in return of accepting the Premium You have paid Us We promise to provide You insurance as stated in this Policy Document and the Policy Schedule attached to it.

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

1. Your Policy: This Chola MS - Bharat Griha Raksha Policy is a contract between You and Us as stated in the following:

i. This Policy document;

ii. **The Policy Schedule attached to this Policy document;**

iii. Any Endorsement attached to and forming part of this Policy document;

iv. Any Add-on to this Policy that You may have purchased from Us;

v. The proposals and all declarations made by You or on Your behalf;

2. To whom this Policy is issued and what it covers

i. This Policy is issued to You and covers You and/or Your Home Building and/or Home Contents as mentioned in the Policy Schedule.

ii. If more than one person is insured under this Policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.

iii. If You have mortgaged, pledged or hypothecated Your Home Building and/or Home Contents with a Bank, the Policy Schedule will show an &C Agreed Bank Clause&C™ and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional clause.

3. The Policy Schedule: The Policy Schedule is an important document about Your insurance cover. It contains:

i. **Your personal details,**

ii. **the Policy Period,**

iii. the description of Your Insured Property,

iv. the total Sum Insured, the Sum Insured for each cover or item covered, and any limits and sub-limits, the insurance covers You have purchased,

v. the insurance covers You have purchased

vi. the premium You have paid for these insurance covers,

vii. add-on covers opted by You

viii. other important and relevant aspects and information.

4. Special meaning of certain words: Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements.

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

Word/s	Specific meaning
Bank	A bank or any financial institution
Carpet area	a. for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit; b. for any enclosed structure on the same site, it is the net usable floor area of such structure; and c. for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area.
Commencement Date	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
Cost of Construction	The amount required to construct Your Home Building at the Commencement Date. This amount is calculated as follows: <b>a. For residential structure of Your Home including Fittings and Fixtures:</b> Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy schedule. <b>b. For additional structures:</b> the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.
Endorsement	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
Home Contents	Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.
General Contents	General Contents are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls), clothing and apparel and items of similar nature.
Valuable Contents	Valuable Contents of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.
Insured	The Person/s who has/have purchased Insurance Cover under this Policy.
Insured Property	Your Home Building and Home Contents, or any item of property covered by this Policy.
Kutcha Construction	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/ bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.
Policy Period	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in Clause G (III) of this Policy, whichever is earlier.
Policy Schedule	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Policy.
Premium	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
Pucca Construction	Construction other than Kutcha Construction.
Spouse	Your wife or husband.
Sum Insured	The amount shown as Sum Insured in the Policy Schedule and as described in Clause C (4) and Clause D (2) of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.
Total Loss	A situation where the Insured Property or item is completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total.
We, Us, Our, Insurer	The Cholamandalam MS General Insurance Company that has provided Insurance Cover under this Policy; of the Company.
You, Your, Insured	The Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/ s.
Your Home Building	Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail as per Clause C (2) of this Policy.

**Clause B. Insured Events** We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period. The events covered are given in Column A and those not covered in respect of these events are given in Column B.

	Column A	Column B
	We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover any loss or damage, or destruction caused to the Insured Property
1	Fire	caused by burning of Insured Property by order of any Public Authority.
2	Explosion or Implosion	Column B
3	Lightning	-
4	Earthquake, volcanic eruption, or other convulsions of nature	-
5	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-
		caused by

6	Subsidence of the land on which Your Home Building stands, Landslide, Rockslide	a. normal cracking, settlement or movement of new structures, b. the settlement or movement of made up ground, c. coastal or river erosion, d. defective design or workmanship or use of defective materials, or e. demolition, construction, structural alterations or repair of any property, or ground works or excavations.
7	Bush fire, Forest fire, Jungle fire	
8	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.
9	Missile testing operations	
10	Riot, Strikes, Malicious Damages	caused by a. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or b. temporary or permanent dispossession of Your Home by unlawful occupation by any person.
11	Acts of terrorism (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached.
12	Bursting or overflowing of water tanks, apparatus and pipes.	
13	Leakage from automatic sprinkler installations.	a. repairs or alterations in Your Home or the building in which Your Home is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.
14	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events.	If it is a. of any article or thing outside Your Home, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.

### Clause C: Home Building Cover

#### 1. What We cover

We cover physical loss or damage, or destruction of Your Home Building because of any Insured Event listed in Clause B of this Policy. We also cover architect's fees, cost of removing debris as specified under Clause C (5) (f) of this Policy. Further, We pay for Loss of rent and Rent for Alternative Accommodation, which will be paid to the extent declared by You and agreed by Us as specified under Clause C (6) of this Policy while Your Home Building is not fit for living following loss or damage due to an insured event.

#### 2. Your Home Building

i. Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.

ii. Your Home Building includes:

a. fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.

b. the following "additional structures" if they are on the same site, and are used as part of Your Home Building:

i. garage, domestic out-houses used for residence, parking spaces or areas, if any.

ii. compound walls, fences, gates, retaining walls and internal roads,

iii. verandah or porch and the like

iv. septic tanks, bio-gas plants, fixed water storage units or tanks,

v. solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,

c. any other structure shown in the Policy Schedule.

iii. Your Home Building does not include Contents of Your Home.

#### 3. Use for residence

i. We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.

ii. We will not pay if

a. Your Home Building is used as a holiday home, or for lodging and boarding, or

b. Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are self-employed or You have shifted Your office to Your Home Building for a temporary period due to lockdown or closure of Your office ordered by a public authority.

#### 4. Sum Insured

i. The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.

ii. If the Policy Period is more than one year, We will automatically increase Your Sum Insured during the Policy Period by 10% per annum on each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date.

iii. The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.

iv. Restoration of Sum Insured: Except as stated in Clause G (III) (3) (b) of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured.

ii. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

#### 5. What We pay

i. If You make a claim under the policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs, and claim that amount from Us such item of Property is not otherwise insured.

ii. We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.

iii. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.

iv. If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.

v. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.

vi. In addition to what Clause C (5) (c) of this Policy provides for, We will pay You the following expenses:

a. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;

b. up to 2% of the claim amount for reasonable costs of removing debris from the site.

#### 6. Loss of Rent and Rent for Alternative Accommodation

In addition to what Clause C (5) (c) of this Policy provides for, We will pay the amount of rent You lose or alternative rent You pay while Your Home Building is not fit for living because of physical loss arising out of an Insured Event as follows:

i. If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative accommodation and the rent of Your Home Building.

ii. We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.

iii. The amount of lost rent shall be calculated as follows: Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs ÷ Loss of Rent Period opted for.

iv. This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is three years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.

v. Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover.

#### Clause D: Home Contents Cover

We do not cover losses or expenses, or any loss, damage to, or destruction of the Insured Property, directly or indirectly as a result of or if caused by or arising from events, stated below:

#### 1. What We cover:

We cover the physical loss or damage to or destruction of the General Contents of Your Home caused by an Insured Event as listed in Clause B of this Policy. Valuable Contents of Your Home are not covered under this Policy unless You have purchased the optional cover for the Valuable Contents. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.

#### 2. Sum Insured.

i. The Sum Insured for the Home Contents Cover is shown in the Policy Schedule and will be the maximum amount payable in the event the Home Contents are destroyed/lost completely.

ii. The policy has a built-in cover for the General Contents of Your home equal to 20% of the Sum Insured for Home Building Cover subject to a maximum of ₹ 10 Lakh (Rupees Ten Lakh) provided You have opted for both Home Building and Home Contents cover. If You choose to have a higher Sum Insured for Home Contents, You have to declare the Sum Insured in the Proposal Form and pay additional premium.

iii. If You have purchased only Home Contents Cover, You have to declare the Sum Insured for the General Contents in the Proposal Form.

iv. The Sum Insured You have chosen for General Contents must be enough to cover the cost of replacement of the General Contents.

v. If You want to cover the Valuable Contents in Your Home, You must opt for the Optional Cover for Valuable Contents as given in Clause E (1) (a) of this Policy.

vi. Restoration of Sum Insured: Except as stated in Clause G (III) (3) (b) of this Clause below, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

#### 3. What We pay

i. If the General Contents of Your Home are physically damaged by any Insured Event, We will at Our option,

a. reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or

b. pay You the cost of replacing that item with a same or similar item, or

c. repair the damaged item to a condition substantially the same as its condition at the time of damage.

ii. The maximum We will pay for Home Contents is the Sum Insured shown in the Policy Schedule for Home Contents Cover. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item.

#### Clause E: Additional Covers

##### 1. Optional Covers:

**i. Cover for Valuable Contents on Agreed Value Basis (under Home Contents cover)** For Valuable Contents, a value may be agreed upon by You and Us based on a valuation certificate submitted by You and accepted by Us. However, We shall waive the requirement of valuation certificate if the Sum Insured opted for is up to ₹ 5 Lakh (Rupees Five Lakh) and individual item value does not exceed ₹ 1 Lakh (Rupees One Lakh).

a. If the Valuable Contents of Your Home are physically damaged by any Insured Event, We will pay the cost of repairing the item/s.

b. If the Valuable Contents of Your Home are a Total Loss We will pay the Sum Insured shown in the Policy Schedule for the Valuable item/s. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item. Loss to only one item of a pair or set does not constitute loss or damage to the entire pair or set.

##### ii. Personal Accident Cover:

In the event an insured peril that caused damages to Your Home Building and/or Home Contents also results in the unfortunate death of either You or Your spouse, We will pay compensation of ₹ 5,00,000 (Rupees Five Lakh) per person. In the event of the unfortunate death of the insured, the Personal Accident cover shall continue for the spouse until expiry of the policy.

iii. If any Insured Stock is a Partial Loss We will pay You to the extent of the loss of such Partial Loss.

**2. Add-ons**

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

**Clause F. Exclusions (What We do not cover) for all covers under this policy**

We do not cover losses and expenses for any loss or damage or destruction of the Insured Property that is directly or indirectly as a result of or is caused by or arising from events, stated below.

1. Your deliberate, willful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
2. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, other radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
4. Pollution or contamination, unless:
  - i. the pollution or contamination itself has resulted from an Insured Event, or.
  - ii. an Insured Event itself results from pollution or contamination.
5. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.
6. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the policy.
7. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
8. Loss or damage to any Insured Property removed from Your Home to any other place.
9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
10. Any reduction in market value of any Insured Property after its repair or reinstatement.
11. Any addition, extension, or alteration to any structure of Your Home Building that increases its Carpet Area by more than 10% of the Carpet Area existing at the Commencement Date or on the date of renewal of this Policy, unless You have paid additional premium and such addition, extension or alteration is added by Endorsement.
12. Costs, fees or expenses for preparing any claim.

**Clause G. Conditions**

**I) Your Obligations**

1. Make true and full disclosure in the proposal and related documents
  - i. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by anyone else on Your behalf.
  - ii. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family, Your Home Building and Home Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, Your Home Building and Home Contents.
2. Obligation to take care: You must:
  - i. keep Your Home Building and Home Contents in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs..
  - ii. take care to prevent theft, loss or damage to Your Home Building and Home Contents, and.
  - iii. ensure that unauthorized persons do not occupy Your Home Building.
3. Inform change in circumstances: You must inform Us immediately if:
  - i. You change Your address,
  - ii. You make any addition, alteration, extension to the structure of Your Home Building
  - iii. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You,
  - iv. You change the use of Your Home Building.
4. Allow inspection and investigation of claim

You must allow, and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.

**5. Make true statements and full disclosure in the claim and related documents**

You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.

**II) Renewal of Policy**

1. End of Policy: This Policy will expire at the end of the Policy Period.
2. Renewal is not automatic, We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part.
3. Application for renewal: If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

**III) Cancellation and Termination of Policy**

1. Cancellation by You at any time
  - i. You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.
  - ii. If You cancel the Policy, We will refund premium as follows:
    - iii.

Time for which Policy in force	Refund of premium
<input checked="" type="checkbox"/> Not exceeding 15 days	90% of the Annual rate
Exceeding 15 days to 1 month	85% of the Annual rate
Exceeding 1 month to 2 months	70% of the Annual rate
Exceeding 2 month to 3 months	60% of the Annual rate
Exceeding 3 month to 4 months	50% of the Annual rate
Exceeding 4 month to 5 months	40% of the Annual rate
Exceeding 5 month to 6 months	30% of the Annual rate
Exceeding 6 month to 7 months	25% of the Annual rate
Exceeding 7 month to 8 months	20% of the Annual rate
Exceeding 8 month to 9 months	15% of the Annual rate
For the period Exceeding 9 months	

**iii. Cancellation of Long Term Policy:**

- No refund shall be allowed if there has been a claim under the policy.
- a. If the policy is cancelled within 3 years of inception, the premium to be retained shall be worked out as per normal rates applicable - that is without allowing any discount.
  - b. If the policy is cancelled after 3 years of inception, the discount slab shall be reworked for the number of years the policy was actually in force. For this purpose fraction of a year shall be rounded to the next higher year. For example if the policy has run for 3 years and 3 months, premium shall be retained for 4 years.
  - c. Refund, if any, shall be subject to the retention of minimum premium of Rs. \_\_\_\_\_/

**2. Cancellation by Us**

- i. We will not cancel the Policy during the policy period except on the grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part.
- ii. In case of Total Loss of Your Home Building in a long term policy where You have decided not to reinstate Your Home Building in favour of a cash settlement of Your claim, We will cancel the policy for the remaining duration of the policy period. In such a case We shall refund the proportionate premium for the un-expired policy years after grossing up the premium paid by You towards long term discount, if any.

**3. Automatic termination of the Policy:**

This Policy will automatically end in the following cases:

- a. Destruction of Your Home Building: This Policy will automatically end 7 (seven) days after Your Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of Your Home Building, or any additional structure falls down or is destroyed by reason other than any Insured Event, the covers will end for such part or additional structure. You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on the same rates, terms and conditions.
- b. Exhaustion of Sum Insured: If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Policy will end.
- c. Change of use of Your Home Building or Home Contents: The Policy will end,

- i. If You change the use of Your Home Building from personal residence to any other purpose, or;
- ii. If You use any item of Home Contents for use that is not personal.
- d. Sale of Your Home Building or Home Contents: This Policy will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to an end. The Policy will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.
- e. Effect of death: In the event of the unfortunate death of the Insured during the Policy Period, the Home Building Cover and the Home Contents Cover that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

#### IV) Claims Procedure

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

##### 1. Immediate notice to Us

- a. As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
- b. You can give notice to any of Our offices or call-centres.
- c. You must state in this notice

- i. the Policy Number,
- ii. Your name,
- iii. details of report to the police that You made,
- iv. details of report to any Authority that You made,
- v. details of the Insured Event,
- vi. a brief statement of the loss,
- vii. particulars of any other insurance of Your Home Building or any of Your Home Contents,
- viii. details of loss or damage under any Optional Cover or Add-ons,
- ix. submit photographs of loss or physical damage, wherever possible.

##### 2. Steps to prevent loss and damage

- a. You must take all reasonable steps to prevent further loss or damage to Your Home Building and Home Contents.
- b. Until We have inspected Your Home Building and Home Contents, and have given Our consent,

- i. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
- ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity;
- iii. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.

##### 3. Immediate notice to authorities

a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence/landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event You must inform the police.

b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

##### 4. Submit claim

###### a. Claim form:

- i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
- ii. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- b. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

##### 5. Establish loss

- a. You must prove that the Insured Event has occurred, and the extent of physical loss or damage You have suffered with full details.
- b. When We request,

- i. You must support Your claim for Home Building and/or Home Contents with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
- ii. You must allow Us, Our officers, surveyors or representatives to inspect the loss or damage to Your Home Building and/or Home Contents, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
- iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.

c. For Optional Cover of Personal Accident, Death Certificate and Post Mortem report (wherever necessary) shall be submitted.

##### 6. Fraudulent claim

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

- a. We will not pay,
- b. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and
- c. We can also inform the police, and start legal proceedings against You.

##### 7. Other insurance

- a. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- b. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy
- c. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- d. We will ensure that Our actions do not impose any liability on You.

##### 8. Recovery action by Us

a. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building or Home Contents. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this:

- i. without seeking Your consent,
- ii. in Your name, and,
- iii. whether or not Your loss has been fully compensated.
- d. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.

c. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

#### Clause H. Changes to covers

- 1. You can choose to make changes to the covers of this Policy as may be permitted by Us, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where applicable.
- 2. This Policy (including the Policy Schedule, the proposal, declarations and Endorsements) consists of the entire contract between You and Us.

#### Clause I. Waiver of Underinsurance

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

#### Clause J. Other Details

##### 1. Notices

- a. We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- b. You will send any notice, letter, intimation or communication in writing to Us at Our branch office where You purchased this Policy. You can also send it at the address mentioned in the Policy Schedule.

##### 2. Nomination for this Policy

You can nominate a person to receive the claim amount under this Policy in the event of Your death. You can make such nomination at the time You take the Policy, or later. You can also change the nomination at



any time. You can make the nomination on Our nomination form available in Our office or from Our website:

### 3. Applicable law and jurisdiction

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

### 4. Arbitration

If any dispute or difference arises between You and Us regarding the amount of claim to be paid under this policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, to the dispute/difference and the third arbitrator to be appointed by two such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

### Clause K. 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](http://www.cholainsurance.com)

Toll free : 1800 208 5544

E-Mail : [customercare@cholams.murugappa.com](mailto: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](mailto:GRO@cholams.murugappa.com)

For details of grievance officer, kindly refer the link [www.cholainsurance.com](http://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](mailto: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](http://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 approach the Insurance Ombudsman, depending on the nature of Your grievance and the financial implications, 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](http://www.irdai.gov.in), or of the General Insurance Council at [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

CHOLAMANDALAM MS

**CHOLAMANDALAM MS**

As an esteemed customer of our company, you can contact us to register complaint/grievance, if any, including servicing of policy, claims etc. with regard to the insurance policy issued to you. The contact details of our office are given below for your reference.

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

**Contact Information**

Cholamandalam MS General Insurance Company Limited  
H.O: Dare House 2nd floor, No 2 NSC Bose road, Chennai 600001.  
Toll free: 1800 208 5544  
SMS: "CHOLA" to 56677\* (premium SMS charges apply)  
E-MAIL: customercare@cholams.murugappa.com  
WEBSITE: www.cholainsurance.com

**For Complaints**

If You have not received any reply from us within 3 days from the date of the lodgement of complaint or if You are not satisfied with the reply of the Company, you can contact the IRDA Grievance Call Centre at the toll free no. 155255 or email at complaints@irda.gov.in for registering the grievance or the nearest Insurance Ombudsman, whose addresses are mentioned below:

**Nearest Insurance Ombudsman Offices**

Sl. No	Office of the Ombudsman	Name of the Ombudsman and contact details	Jurisdiction
1	AHMEDABAD	<b>Office of the Insurance Ombudsman</b> 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD-380014, Tel: 079-27546150/139 Fax: 079-27546142 E-mail: bimalokpal.ahmedabad@gbic.co.in	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
2	BENGALURU	<b>Office of the Insurance Ombudsman</b> Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel: 080-26652048 / 26652049 E-mail: bimalokpal.bengaluru@gbic.co.in	Karnataka.
3	BHOPAL	<b>Office of the Insurance Ombudsman</b> Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal &C 462 033. Tel: 0755-2769200/201/202 Fax: 0755-2769203 E-mail: bimalokpalbhobal@gbic.co.in	States of Madhya Pradesh and Chattisgarh.
4	BHUBANESHWAR	<b>Office of the Insurance Ombudsman</b> 62 Forest Park BHUBANESHWAR-751009 Tel: 0674-2596461 / 2596455, FAX: 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	State of Orissa.
5	CHANDIGARH	<b>Office of the Insurance Ombudsman</b> S.C.O. No.101,102& 103, 2nd Floor, Batra Building, sector 17-D, CHANDIGARH-160 017 Tel: 0172-2706196/5861 / 2706468 FAX: 0172-2708274, Email: bimalokpal.chandigarh@gbic.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
6	CHENNAI	<b>Office of the Insurance Ombudsman</b> Fatima Akhtar court, 4th floor, 453 (old no 312), Anna salai, Teynampet, CHENNAI-600 018. Tel: 044-24333668 / 24335284, FAX: 044-24333664, Email: bimalokpal.chennai@gbic.co.in	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
7	DELHI	<b>Office of the Insurance Ombudsman</b> 2/2 A, Universal Insurance Building, Asaf Ali Road New Delhi-110 002 Tel: 011-23239611/7539/7532, Fax: 011-23230858, Email: bimalokpal.delhi@gbic.co.in	State of Delhi.
8	ERNAKULAM	<b>Office of the Insurance Ombudsman</b> 2nd floor, Pullinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulum - 682 015. Tel: 0484-2358759/2359338 Fax: 0484-2359336, Email: bimalokpal.ernakulum@gbic.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
9	GUWAHATI	<b>Office of the Insurance Ombudsman</b> 'Jeevan Nivesha&C™, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati &C 781001(ASSAM). Tel: 0361- 2132204 / 2132205, Fax:- 0361-2732937, Email:- bimalokpal.guwahati@gbic.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	Hyderabad	<b>Office of the Insurance Ombudsman</b> 6-2-46, 1st floor, "Main Court", Lane Opp. Saleem Function Palace A.C Guards, Lakdi-ka-pool, HYDERABAD-500 004. Tel:- 040-65504123/23312122, Fax:- 040-23376599, Email:- bimalokpal.hyderabad@gbic.co.in	States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of the Union Territory of Pondicherry.
11	JAIPUR	<b>Office of the Insurance Ombudsman</b> Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel:- 0141-2740363, Email:- bimalokpal.jaipur@gbic.co.in	State of Rajasthan.
12	KOLKATA	<b>Office of the Insurance Ombudsman</b> Hindustan Building Annexe, 4th floor, 4, CR Avenue, Kolkata - 700 072. Tel:- 033-22124339 / 22124340,	States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and Nicobar Islands.

13	LUCKNOW	<p><b>Office of the Insurance Ombudsman</b></p> <p>6th Floor, Jeevan Bhawan, Phase 2, Nawal Kishore Road, Hazartganj, LUCKNOW - 226 001 Tel.:- 0522-2231330 / 2231331, Fax:- 0522-2231310 Email:- bimalokpal.lucknow@gbic.co.in</p>	<p>District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gajipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.</p>
14	MUMBAI	<p><b>Office of the Insurance Ombudsman</b></p> <p>3rd Floor, Jeevan Seva Annexe, S.V.Road, Santa Cruz(W) MUMBAI - 400 054 Tel.:- 022-26106928/360/889, Fax:- 022-26106052, Email:- bimalokpal.mumbai@gbic.co.in</p>	<p>States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</p>
15	NOIDA	<p><b>Office of the Insurance Ombudsman</b></p> <p>Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Gautam Budh Nagar, Noida Email:- bimalokpal.noida@gbic.co.in</p>	<p>States of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
16	PATNA	<p><b>Office of the Insurance Ombudsman</b></p> <p>1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Email:- bimalokpal.patna@gbic.co.in</p>	<p>States of Bihar and Jharkhand.</p>
17	PUNE	<p><b>Office of the Insurance Ombudsman</b></p> <p>Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -32341320, Email:- bimalokpal.pune@gbic.co.in</p>	<p>States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>

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