

GST Invoice No.:2130409137720 DATE: 16/11/2022 PAN: AABCC6633K SAC Code: 997137 SAC Description: Other property insurance services	CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LTD. 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 GSTIN: 27AABCC6633K1ZJ															
Policy No.	2130/01996671/000/00															
Insured Name	VAIBHAV SPINTEX PVT LTD															
Communication address	GUT NO 243 MOHARLI TAH WANI WANI S.O YAVATMAL MAHARASHTRA PIN - 445304 GST No.: 27AAHCV5855E1Z1															
Aadhar No.:-	PAN No.:AAHCV5855E															
Period of Insurance	From 00:01 on 15/10/2022 To 23:59 on 14/10/2023															
Coinsurance	<table border="1"> <thead> <tr> <th>Name of the Company</th> <th>Location/Division</th> <th>Share %</th> <th>Sum Insured (in Rs.)</th> <th>Premium (in Rs.)</th> </tr> </thead> <tbody> <tr> <td>The New India Assurance Company Ltd.</td> <td>bandra kuria complex.</td> <td>51</td> <td>2,55,00,000.00</td> <td>37,485.00</td> </tr> <tr> <td>Cholamandalam MS General Insurance Company Ltd.</td> <td>Chennai</td> <td>49</td> <td>2,45,00,000.00</td> <td>36,015.00</td> </tr> </tbody> </table>	Name of the Company	Location/Division	Share %	Sum Insured (in Rs.)	Premium (in Rs.)	The New India Assurance Company Ltd.	bandra kuria complex.	51	2,55,00,000.00	37,485.00	Cholamandalam MS General Insurance Company Ltd.	Chennai	49	2,45,00,000.00	36,015.00
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Cholamandalam MS General Insurance Company Ltd.	Chennai	49	2,45,00,000.00	36,015.00												
Financier Interest	1. STATE BANK OF INDIA, SME BR YAVATMAL															
Add on Covers (As per Clauses attached)	As per annexure attached															
Basis of Declaration / Valuation	Nil															
Applicable Clauses & Warranties	<p>Warranties :</p> <p>1. Kutchra Construction warranty</p> <p>Clauses :</p> <p>1. Agreed Bank Clauses 2. Earthquake (Fire and Shock) 3. SANCTIONS LIMITATION AND EXCLUSION CLAUSE 4. Designation of Property Clause 5. COMMUNICABLE DISEASE EXCLUSION 6. Clauses warranties, financiers, add-on covers and all other terms &amp; conditions as per leader policy 7. Leader Policy Number: 16040011220100000004 8. Cyber Loss Limited Exclusion 9. Co-insurance clause</p>															
Total Sum Insured (in Rs.)	2,45,00,000.00															
Excess	As per annexure attached															
Premium(excluding Terrorism) (in Rs.)	36,015.00															
Terrorism (in Rs.)	.00															
CGST (9%) (in Rs.)	0.00															
SGST (9%) (in Rs.)	0.00															
IGST (0%) (in Rs.)	.00															
Total premium (in Rs.)	36,015.00															

**Intermediary Name:JAINUINE INSURANCE BROKERS PRIVATE LIMITED**

**Code :200149210153**

**Contact No:8149178773**

Note: The Certificate of Insurance / 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 from the date of issuance of policy.

Place : CHENNAI

For Cholamandalam MS General Insurance Company Ltd.

Authorised Signatory

Date : 16/11/2022

Policy Issuing Office : AURANGABAD BRANCH OFFICE

Amount (in Rs.):

Receipt No. : Nil

Client Code : 1013446773000001

Date : Nil

**Annexure to Schedule forming part of Policy No.. 2130/01996671/000/00**

<b>Location No. :</b> 1			
<b>Location :</b>		VAIBHAV SPINTEX PVT LTD, GUT NO.243, MOHARLI TAH-WANI DIST YAVATMAL,,,WANI S.O,YAVATMAL,MAHARASHTRA,PIN-445304	
<b>Occupancy :</b>		Textile Mills - Spinning mills	
<b>Nature of goods :</b>			
	<b>Stocks in Process Description details as per leader policy</b>	<b>Total</b>	
	Sum Insured (in Rs.)	50000000	50000000
<b>Description of Stocks in Process:</b> Description details as per leader policy			
<b>Add On Covers</b>			
<b>Serial No.</b>	<b>Description</b>	<b>Aggregate Limit/ Sum Insured (in Rs.)</b>	
1	STFI Cover	50000000	
2	Earthquake	50000000	
<b>Excess:</b>			
<b>Location Details</b>		<b>Sum Insured</b>	<b>Excess Type</b>
VAIBHAV SPINTEX PVT LTD, GUT NO.243, MOHARLI TAH-WANI DIST YAVATMAL,,,WANI S.O,YAVATMAL,MAHARASHTRA,445304		50000000	Normal
			<b>Excess</b>
			5% of claim amount Subject to a minimum of Rs.10000 for each and every claim.

**Fire Insurance(Except Dwellings with Individual Owners)**

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

**Warranties**

The following warranties shall apply

1. Kutcha Construction warranty

Place : Chennai	For Cholamandalam MS General Insurance Company Ltd.
Date : 16/11/2022	Authorised Signatory

# STANDARD FIRE AND SPECIAL PERILS POLICY

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to the Cholamandalam MS General Insurance Company Limited (hereinafter called the Company) the full premium mentioned in the said schedule, THE COMPANY AGREES, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the said schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof

Scope of cover

## 1. Fire

Excluding destruction or damage caused to the property insured by

- i) its own fermentation, natural heating or spontaneous combustion
- ii) its undergoing any heating or drying process.
- iii) burning of property insured by order of any Public Authority

## 2. Lightning

## 3. Explosion/Implosion

Excluding loss, destruction of or damage

- a) to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
- b) caused by centrifugal forces

## 4. Aircraft Damage

Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

## 5. Riot, Strike and Malicious Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

- a) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- d) Burglary, housebreaking, 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 malicious act.

## 6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted.

## 7. Impact Damage

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.

## 8. Subsidence and Landslide including Rock slide

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:

- a) The normal cracking, settlement or bedding down 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
- e) Demolition, construction, structural alterations or repair of any property or groundworks or excavations.

## 9. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes

## 10. Missile Testing Operations

## 11. Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by

- a) Repairs or alterations to the buildings or premises
- b) Repairs, Removal or Extension of the Sprinkler Installation
- c) Defects in construction known to the Insured.

## 12. Bush Fire

Excluding loss, destruction or damage caused by Forest Fire.

PROVIDED that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

## (A) GENERAL EXCLUSIONS

1. This Policy does not cover (not applicable to policies covering dwellings)

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

2. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.

3. Loss, destruction or damage directly or indirectly caused to the property insured by

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

4. 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 results from pollution or contamination

5. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10,000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.

6. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.

7. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short-circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.

8. Expenses necessarily incurred on

(i) Architects, Surveyors and Consulting Engineer's Fees and

(ii) Debris Removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.

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. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.

11. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.

12. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, volcanic eruption or other convulsions of nature.

13. 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.

14. Terrorism Damage Exclusion Warranty- This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion, 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 organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 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. This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

#### (B) General Conditions

1. THIS POLICY shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.

2. All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED such a fall or displacement is not caused by insured perils, loss or damage which is covered by this policy or would be covered if such building, range of buildings or structure were insured under this policy. Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company :-

a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss damage by Insured Perils.

b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.

c) If the interest in the property passes from the insured otherwise than by will or operation of law.

4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

5. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

6. (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company

a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.

b) Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with

(ii) In no case whatsoever shall the Company 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; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. On the happening of loss or damage to any of the property insured by this policy, the Company may

a) Enter and take and keep possession of the building or premises where the loss or damage has happened.

b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.

c) Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.

d) Sell any such property or dispose of the same for account of whom it may Concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to a claim.

If the insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

8. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this policy shall be forfeited.

9. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, 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 the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

10. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

11. 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, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

12. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

13. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy. It is hereby expressly

stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by arbitrator/s arbitrators of the amount of loss or damage shall be obtained.

14. Every notice and other communication to the Company required by these conditions must be written or printed.

15. At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

## Annexure to Schedule forming part of Policy No.2130/01996671/000/00

### CLAUSES

#### 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/ Bank named in the policy. 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 upon or 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 LJO 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. Designation of Property Clause

For the purpose of determining, where necessary, the item under which any property is insured, the insurers agree to accept the designation under which the property has been entered in the insured's books.

#### 3. Earthquake (Fire and Shock)

a) If option to delete STFI peril is exercised

"In consideration of the payment by the Insured to the Company of the sum of additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by earthquake including Landslide / Rockslide resulting therefrom but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake. Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement

b) If option to delete STFI peril is not exercised

"In consideration of the payment by the Insured to the Company of the sum of additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting therefrom.

Special conditions	
1) Excess clause	
Sum Insured Limit	Deductible
Policies having Sum Insured up to INR 10 cr per location	5% of claim amount subject to a minimum of INR 10,000/-
Policies having Sum Insured above INR 10 cr per location up to INR 100 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

2) Extension cover shall be granted only if the entire property in one complex/ compound/ location covered under the policy is extended to cover this risk and the Sum Insured for this extension is identical to the Sum Insured against the risk covered under main policy except for the value of the plinth and foundations of the building(s).

3) Onus of proof in the event of the Insured making any claim for loss or damage under this policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

#### 4. 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

#### 5. 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.

LMA5394

#### 6. 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.  
LMA5410

**WARRANTIES**

**1. Kutcha Construction warranty**

Warranted that building(s) are not made of "Kutcha" Construction For the purpose 'Kutcha' construction shall mean Building having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt cloth/canvas/tarpaulin and the like.

CHHOLA 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: 0172-2706274, 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> 2/2A, 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, Pulinat 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, Raebareli, 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>

CHEOLA MIS

Whether tax is payable under reverse charge basis - No.