

STANDARD FIRE AND SPECIAL PERILS POLICY
(MATERIAL DAMAGE)

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to 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 insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder during 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

I Fire

Excluding destruction of damage caused to the property insured by

- a) I) its own fermentation, natural heating or spontaneous combustion.
II) its undergoing any heating or spontaneous combustion.
- b) burning of property insured by order of any Public Authority.

II Lightning

III Explosion/Implosion

Excluding loss, destruction of or damage

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

IV Aircraft Damage

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

V 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 operation or omissions or 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 or any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.
- a) Derangement of the Insured property not accompanied by damage otherwise covered by this policy.
- b) Loss of or damage to the property covered under this policy falling under the terms of the Maintenance Agreement.
- c) Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds.

Terrorism Damage Exclusion Warranty:

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance 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 endorsement an act of terrorism means an act, 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), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses 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 action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, suit or other proceedings where the company allege that by reason of the provisions of the above exclusions any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

VI 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 or 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.

VII 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.

VIII Subsidence and Landslide including Rock slide

Loss, destruction or damage directly caused by Subsidence or 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.

IX. Bursting and/or overflowing or Water Tanks, Apparatus and Pipes

X. Missile Testing operations

XI. Leakage form 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.

XII. 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 therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

GENERAL EXCLUSIONS

- 1. This Policy does not cover (not applicable to policies covering dwellings)
 - a) The first 5% of each and every claim subject to a minimum of Rs.10,000 in respect or each and every loss arising out of “Act or God perils” such as Lightning, SRFI, Subsidence, Landslide and Rock slide covered under the policy
 - b) The first Rs.10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this policy.

The Excess shall apply per event per insured.

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 the property insured by
 - a) ionising radiation's 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 or 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 result from pollution or contamination
5. Loss, destruction or damage to bullion or unset precious stones, any curios or works or aft for an amount exceeding Rs. 10000/-, manuscripts, plans, drawings, securities, obligations or documents or any king, stamps, coins or paper money, cheques, books or 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 or 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 or 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 any be destroyed or damaged by rife 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 king 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 or 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.

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 on any range of building or 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 building 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 changed in such a way as to increase the risk of loss or 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 or 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 on 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 to that effect being given to the Insured, in which case the Company shall be liable or 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 damages 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 of the Company.

a) A claim in writing for the loss or damage containing as particular on 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 or 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 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 now within 12 calendar months from the date of the disclaimer have been made the subject matter of suit in a court of law then the claim shall for all purpose 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 of 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 or its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of conditions of this policy in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirements of the Company of shall hinder or obstruct the Company, in the exercise of its power 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 not more than the Sum Insured by the Company thereon. If insured shall at his own expense furnish the Company with other particulars as the Company may require, and no acts done, or caused to be done, by the Company with 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 building 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 of or damage to the property by any other peril

hereby insured against be collectively of greater value then 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 or 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 or 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 sole arbitrator to be appointed in writing by the parties indifference or if they cannot agree upon a single arbitrator within 30days 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 conduct under and in accordance with us provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference of 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 or action or suit upon this policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

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

14. 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, 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.

Optional Add-on Cover (on payment of additional premium):

Coverage of land Value /undivided share of land value of Residential Building (under SFSP Policy)
including Long term Dwelling policies

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In consideration of payment of additional premium for this cover it is hereby declared and agreed that notwithstanding anything to the contrary in this policy or in any of its conditions including the add on covers and its clauses, this policy covers the value of land and or undivided share of land value in any building or flat for a value specified in the schedule subject to the following conditions. The value of land is payable as per terms and condition of the policy and the applicable add-on covers on agreed value basis in case of actual total loss as defined below:

Actual Total Loss is where the Insured "Building" is so destroyed or so damaged by any fortuitous cause covered under the policy and where the Municipal or the Local Authority declares a building uninhabitable due to the damage caused by an insured peril.

The Sum Insured for Flat / Apartment/ Independent dwelling unit on Agreed Value Basis shall be value of the land / undivided share of land of the Flat/Apartment / independent dwelling unit as mentioned in the Registered Sale Deed Agreement or the amount mentioned in the Valuation Report of a Government Approved Valuer as accepted by the insurer.

- a) In the event of an Actual Total Loss of the building, the Insured may at his option Reconstruct or Reinstall the damaged Building/Flat/Apartment only in the insured location as mentioned in the policy and subject to Reinstatement value clause the insured would be indemnified upto the sum insured for building as per the policy. In such a situation, no amount is payable towards value for land.

The Insured may opt not to exercise his right to Reconstruct or Reinstall the damaged Flat/Apartment/Building or retain the damaged Flat / Apartment /Building and instead opts to abandon the Flat/Apartment/Building to the Insurer including vesting in the Insurer all rights of the Insured appurtenant thereto including the right to Reconstruct the same, in which case the amount payable under this cover shall be the Sum Insured for land / undivided share of land indicated above. The damage to building is subject to terms of the original policy.

Mechanism for Grievance Redressal:-

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.

Cholamandalam MS General Insurance Company Limited

Customer services

Address: H.O: Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001.
Toll free: 1800 200 5544
SMS: "CHOLA" to 56677* (premium SMS charges apply)
E-MAIL: customercare@cholams.murugappa.com
WEBSITE: www.cholainsurance.com

Insurance is the subject matter of the solicitation