

STANDARD FIRE AND SPECIAL PERILS POLICY

Long Term Dwelling (Group)

UIN NO: IRDAN123CP0001V01201920

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 **Certificate of Insurance**, 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 **Certificate of Insurance** or any part of such Property insured described in the said **Certificate of Insurance** or any part of such Property be destroyed or damaged by any of the perils specified hereunder during the cover period of insurance named in the said **Certificate of Insurance** or of any subsequent period in respect of which the **Insured Beneficiary** shall have paid and the Company shall have accepted the premium required for the renewal of the **Certificate of Insurance**, the Company shall pay to the **Insured Beneficiary** 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
 - I) 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,
 - II) 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
 - I) Total or partial cessation of work or the retardation or interruption or cessation of any process or operation or omissions or any kind.
 - II) Permanent or temporary dispossession resulting from confiscation, commandeering requisition or destruction by order of the Government or any lawfully constituted Authority.
 - III) 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.
 - IV) 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 property insured not accompanied by damage otherwise covered by this **Certificate of Insurance**.
- b. Loss of or damage to the property insured covered under this **Certificate of Insurance** 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.

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 Beneficiary** 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 groundwork 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 Beneficiary**

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/**Certificate of Insurance** 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.

Definitions:

1. **Insured** means the Organization/Entity/Group Manager named in the Master **Certificate of Insurance**
2. **Insured Beneficiary** shall mean members of the group covered under the Master **Certificate of Insurance** and/or referred as YOU/He/She/His/her elsewhere in the document, who owns the property insured
3. **Master Certificate of Insurance** means the Group **Certificate of Insurance** issued to the Group Manager/Insured containing the terms and conditions of the insurance coverage and under which Certificates of Insurance will be issued to the members of the group.
4. **Certificate of Insurance** means the Certificate issued to the **Insured Beneficiary** which will contain details such as the Master **Certificate of Insurance** Number, name and address of the **Insured Beneficiary**, Important terms and conditions of the coverage. For full terms and conditions the **Insured Beneficiary** shall refer to the Master **Certificate of Insurance**.
5. **Certificate of Insurance Period** refers to group Master **Certificate of Insurance** period, within which certificates of insurance are issued to members of the group.
6. **Cover Period** means the period as specified in the **Certificate of Insurance** under which the Insured Asset owned by the **Insured Beneficiary** is insured and covered as per Terms and Conditions of the **Certificate of Insurance**.
7. **Group**: The definition of a group as per the provisions of group guidelines issued by Authority vide circular015/IRDA/Life/Circular/GI Guidelines/2005 dated 14th July 2005 and further amendments, circulars/guidelines/regulations, if any Issued/that may be issued, from time to time.
8. **Insurer** means Cholamandalam MS General Insurance Co Ltd herein after referred as Insurer in the **Schedule** and/or WE/US/OURS/Company elsewhere.
9. **Party/ Parties** Insurer and **Insured Beneficiary** shall individually be referred to as "Party" and collectively as "Parties".

GENERAL EXCLUSIONS

1. This **Certificate of Insurance** does not cover (not applicable to **Certificate of Insurance** covering dwellings)
 - a) The first 5% of each and every claim subject to a minimum of Rs.10,000 in respect of each and every loss arising out of "Act or God perils" such as Lightning, SRFI, Subsidence, Landslide and Rock slide covered under the **Certificate of Insurance**
 - b) The first Rs.10,000 for each and every loss arising out of other perils in respect of which the **Insured Beneficiary** is indemnified by this **Certificate of Insurance / Certificate of Insurance**
The Excess shall apply per event per **Insured Beneficiary**
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) ionizing radiation's or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive toxic, explosives or other hazardous properties or any explosive nuclear assembly or nuclear component thereof
4. Loss, destruction or damage caused to the property insured 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, cheque, books or accounts or other business books,

computer systems records, explosives unless otherwise expressly stated in the **Certificate of Insurance**.

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 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 Beneficiary 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 :

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 Beneficiary**. 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 alleges 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 Beneficiary**.

GENERAL CONDITIONS

1. This **Certificate of Insurance** shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
2. All insurances under this **Certificate of Insurance** 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 **Certificate of Insurance** or would be covered if such building, range of building or structure were insured under this **Certificate of Insurance**.
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 insured affected unless the **Insured Beneficiary**, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the **Certificate of Insurance** 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 Property Insured becomes unoccupied and so remains for a period of more than 30 days.
 - c) If the interest in the Insured Property passes from the **Insured Beneficiary** otherwise than by will or operation of law.
4. This insurance does not cover any loss or damage to Insured property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this **Certificate of Insurance**, be insured by any marine **Certificate of Insurance** or policies except on respect of any excess beyond the amount which would have been payable under the marine **Certificate of Insurance** or policies had this insurance not been effected.
5. Cancellation
 1. **Cancellation of Master Policy/Certificate of Insurance by the Company**
 - a. The Master **Certificate of Insurance** may be cancelled by the Company at any time before the expiry of the **Certificate of Insurance** Period of **Certificate of Insurance** by giving at least 15 days written notice to the Insured. Provided however if the Company cancels the **Certificate of Insurance** even then the respective **Certificate of Insurance/s** issued to various Insured Beneficiaries shall be valid for the Covered Period, unless the **Certificate of Insurance** is also cancelled by the company.
 - b. The **Certificate of Insurance** may be cancelled by the Company at any time before the expiry of the Covered Period by giving at least 15 days written notice to the Insured and **Insured Beneficiary**.
Under normal circumstances the **Certificate of Insurance** shall not be cancelled by the company except on the grounds of Fraud, mis-representation or non-disclosure of material facts or non-co-operation by the **Insured Beneficiary**. Provided however if **Certificate of Insurance** is cancelled due to Fraud, mis-representation or non-disclosure of material facts or non-co-operation by the Insured and **Insured Beneficiary** then the premium shall be forfeited and no refund of premium shall be made by the Company
 - c. If the **Certificate of Insurance** is cancelled by the Company. The Company shall refund to the Insured a pro-rata premium for the unexpired **Cover Period** in respect of the Certificates of Insurance issued prior to the date of cancellation on which no claim has been lodged.

d. No refund shall be made in respect of Certificates of Insurance cancelled by the Company on which claim has been lodged by the **Insured Beneficiary** or a person on behalf of the **Insured Beneficiary**.

e. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the effective date on which the **Certificate of Insurance** is cancelled.

2. Cancellation by the Insured before the expiry of Master Policy /Certificate of Insurance: (Applicable in all cases where the premium is paid by the Insured)

a. The Master **Certificate of Insurance** may be cancelled by the Insured at any time before the expiry of the **Certificate of Insurance** Period of Master **Certificate of Insurance** by giving at least 15 days written notice to the Company.

Refund, if any, shall be subject to the retention of minimum premium of Rs.250/- towards documentation charges

b. If the Certificate of Insurance 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.

c. If the Certificate of Insurance is cancelled after 3 years of inception, the discount slab shall be reworked for the number of years the **Certificate of Insurance** was actually in force. For this purpose fraction of a year shall be rounded to the next higher year. For example if the **Certificate of Insurance** has run for 3 years and 3 months, premium shall be retained for 4 years.

d. No refund of premium shall be due on cancellation of **Certificate of Insurance** if a claim has been made by the **Insured Beneficiary**.

e. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the effective date of cancellation of **Certificate of Insurance**.

f. For avoidance of doubts it is also clarified that since premium is born and paid by Insured and received by the Company, any cancellation or refund of such premium shall always be made to Insured as mentioned in these **Certificate of Insurance** Terms and Conditions/wordings.

6. (i) On the happening of any loss or damages the **Insured Beneficiary** 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 Beneficiary** 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 **Certificate of Insurance** 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 **Certificate of Insurance**, 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 Beneficiary** 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 Beneficiary** that he makes no claim under the **Certificate of Insurance**, 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 Beneficiary** or diminish its rights to rely upon any of conditions of this **Certificate of Insurance** in answer to any claim.

If the insured Beneficiary 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 **Certificate of Insurance** 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 Beneficiary** or any one acting on his behalf to obtain any benefit under the **Certificate of Insurance** or if the loss or damage be occasioned by the willful act, or with the connivance of the **Insured Beneficiary**, all benefits under this **Certificate of Insurance** 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 Beneficiary** 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 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 **Certificate of Insurance** 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 Beneficiary** 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 Beneficiary** 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 **Certificate of Insurance**, 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 **Certificate of Insurance** (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 in difference 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 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 **Certificate of Insurance**.
It is hereby expressly stipulated and declared that it shall be a condition precedent to any right or action or suit upon this **Certificate of Insurance** that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first 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 **Cover Period of Certificate of Insurance**, 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 **Certificate of Insurance**, pro-rata premium for the unexpired period from the date of such loss to the expiry of **Cover Period of Certificate of Insurance** for the amount of such loss shall be payable by the **Insured Beneficiary** to the Company.
The additional premium referred above shall be deducted from the net claim amount payable under the certificate of Insurance. 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 Beneficiary 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 **Certificate of Insurance**.
Notwithstanding what is stated, the sum Insured shall stand reduced by the amount of loss in case the Insured Beneficiary immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.