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Policy Wordings

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.

Endorsement no.27 –CHOLA MS BHARAT GRIHA RAKSHA POLICY:

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

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

Word /s	Specific meaning	
Bank	A bank or any financial institution	
Carpet Area	 for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit; 	
	2 for any enclosed structure on the same site, it is the net usable floor area of such structure; and	
	 for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area. 	
Commencement Date	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.	
Cost of Construction	The amount required to construct Your Home Building at the Commencement Date. This amount is calculated as follows:	
	a. For residential structure of Your Home including Fittings and Fixtures:	
	Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy schedule.	
	b. For additional structures: the amount that is based on the prevailing rate of Cost of Constructionat the Commencement Date as declared by You and accepted by Us.	
Endorsement	A written amendment to the Policy that We make (additions, deletions, modification exclusions or conditions of an insurance Policy) which may change the terms or scope the original policy.	
Home Contents	Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuab Contents.	
General Contents	General Contents are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen	

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	equipment, electrical equipment (including those fitted on walls), clothing and apparel	
	and items of similar nature.	
Valuable Contents	Valuable Contents of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.	
nsured The Person/s who has/have purchased Insurance Cover under this Policy.		
Insured Property	Your Home Building and Home Contents, or any item of property covered by this Policy.	
Kutcha Construction	ha Construction Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.	
Word /s	Specific meaning	
Policy Period	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in Clause G (III) of this Policy, whichever is earlier.	
Policy Schedule	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Policy.	
Premium	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.	
Pucca Construction	Construction other than Kutcha Construction.	
Spouse	Your wife or husband.	
Sum Insured	The amount shown as Sum Insured in the Policy Schedule and as described in Clause C (4) and Clause D (2) of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.	
Total Loss	A situation where the Insured Property or item is completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total.	
We, Us, Our, Insurer	The Cholamandalam MS General Insurance Company Ltd. Insurance Company that has provided Insurance Cover under this Policy; of the Company.	
You, Your, Insured	The Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/s.	
Your Home Building	Building Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail as per Clause C (2) of this Policy.	

Clause B. Insured Events

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

	Column A	Column B	

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

	Column A	Column B
	We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover any loss or damage, or destruction caused to the Insured Property
6.	Subsidence of the land on which Your Home Building stands, Landslide, Rockslide	caused by a. 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, or e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
7.	Bush fire, Forest fire, Jungle fire	-
8.	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.
9.	Missile testing operations	-
10.	Riot, Strikes, Malicious Damages	caused by a temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or b temporary or permanent dispossession of Your Home by unlawful occupation by any person.
11	Acts of terrorism (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached.

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		We do not cover any loss or damage, or destruction caused to the Insured Property
12.	Bursting or overflowing of water tanks, apparatus and pipes.	-
13.	Leakage from automatic sprinkler installations.	 a repairs or alterations in Your Home or the building in which Your Home is located, b repairs, removal or extension of any sprinkler installation, or c defects in the construction known to You.
14.	Theft within 7 (seven)days from the occurrence of and proximately caused by any of the above Insured Events.	

Clause C: Home Building Cover

1. What We cover

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

2. Your Home Building

- a. **Your Home Building** is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.
- b. Your Home Building includes
 - i. fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.
 - ii. the following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
 - a) garage, domestic out-houses used for residence, parking spaces or areas, if any
 - b) compound walls, fences, gates, retaining walls and internal roads,
 - C) verandah or porch and the like,
 - d) septic tanks, bio-gas plants, fixed water storage units or tanks,
 - e) solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,
 - iii. any other structure shown in the Policy Schedule.
- c. Your Home Building does not include Contents of Your Home.

3. Use for residence

a. We will pay only if Your Home Building is used for the purpose of residence of Yourself and

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Your family, or of Your tenant, licensee or employee.

b. We will not pay if

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

4. Sum Insured

- a. The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
- b. If the Policy Period is more than one year, We will automatically increase Your Sum Insured during the Policy Period by 10% per annum on each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date.
- c. The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.
- d. Restoration of Sum Insured: Except as stated in Clause G (III) (3) (b) of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

5. What We pay

- a. If You make a claim under the policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs, and claim that amount from Us.
- b. We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.
- c. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.
- d. If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.
- e. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.
- f. In addition to what **Clause C (5) (c)** of this Policy provides for, We will pay You the following expenses:
 - i. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;
 - ii. up to 2 % of the claim amount for reasonable costs of removing debris from the site.
- 6. Loss of Rent and Rent for Alternative Accommodation: In addition to what Clause C (5) (c) of