

Extended Warranty Insurance (For Consumer Durables)

Whereas the **Insured** has made to Cholamandalam MS General Insurance Co Ltd (herein after called the "Insurer" or "Company"), a proposal which is hereby agreed to be the basis of this insurance **Policy** and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the **Insured Beneficiary** in excess of the amount of the **Deductible** and subject always to the **Sum insured** against such loss as is herein provided.

Any word or expression to which a specific meaning has been attached in any part of this **Policy/Certificate of Insurance** or of the Schedule shall bear such meaning wherever it may appear.

1. Scope of cover

The **Insurer** will indemnify the **Insured Beneficiary** against the repair or replacement costs in respect of the **Insured Asset**, caused by a **Breakdown** arising out of manufacturing defects during the **Cover Period**, provided that the liability of the **Insurer** in respect of any one **Insured Asset** in any one **Cover Period** will not individually or in the aggregate exceed the **Sum Insured** set against such item in the Schedule.

The policy provides cover for Extended Warranty which commences on the immediate next day of the last day of **Manufacturer's Original Warranty** and shall run for the **Cover period** as specified in the **Certificate of insurance** covering cost of parts and labour in respect of **Insured Asset** for their **Breakdown** arising out of manufacturing defects to the extent provided by the Manufacturer's Original warranty for Electrical / Electronic / Mechanical Products manufactured in India or is legally imported in India & sold through Official Channels supported by an invoice & Manufacturer's Original Warranty/Guarantee.

The **Insured Asset** has been purchased by **Insured Beneficiary** within 12 months prior to the date on which the **Insured Asset** has been proposed for Insurance and the manufacturing warranty period of the **Insured Asset** is still in force on the date it has been proposed for Insurance and subject to nil repair/no loss or damage during this period

2. Limit of Liability

Insurer's liability

Insurer's Liability for any one repair/replacement shall in no event exceed the sum insured stated in the schedule subject to the 'Basis of claim settlement'.

Aggregate

The total of all benefits paid or payable during the **Cover Period**, by way of repair and/or replacement, towards any **Insured Asset** mentioned in the Schedule shall not exceed the sum insured.

3. Definitions

- 3.1 **Insured** means the Organization/Entity/Group Manager named in the Master Policy.
- 3.2 **Insured Beneficiary** shall mean members of the group covered under the Master Policy and/or referred as YOU elsewhere in the document
- 3.3 **Master Policy** means the Group Policy 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.
- 3.4 **Certificate of Insurance** means the Certificate issued to the Insured Beneficiary which will contain details such as the Master Policy Number, name and address of the Insured Beneficiary, the Cover period, Description of the Insured Asset, other important terms and conditions of the coverage.

- 3.5 Policy Period** refers to group Master policy period, within which Certificates of Insurance are issued to members of the group.
- 3.6 Consumer Durable** is any new product of Consumer Electronics and/or Domestic Appliances covered under this Certificate of Insurance. Refurbished, Assembled or second hand products are outside the scope of this policy.
- 3.7 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 Master Policy. The Cover Period starts on the expiry of the Manufacturer's Original Warranty Period and shall end on the specified date mentioned in the Certificate of Insurance issued to the Insured Beneficiary.
- 3.8 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.
- 3.9 Breakdown** means any inherent mechanical and / or electrical defects and / or failure of a product that cause it to not function in its intended manner.
- 3.10 Normal wear and tear** means The gradual deterioration in operating performance of a covered part of the Insured Asset or the entire Insured Asset itself, having regard to the age of the item and usage
- 3.11 Negligence** means Failure to take proper care and attention over the Insured Asset(s) as directed by the respective manufacturer(s) of those Insured Asset(s)
- 3.12 Insurer** means Cholamandalam MS General Insurance Co Ltd herein after referred as Insurer in the Schedule and/or WE/US/OURS/Company elsewhere.
- 3.13 Insured Asset(s)** means Any Consumer Durable product(s) that has been insured by the Insured Beneficiary under the Certificate of Insurance.
- 3.14 Party/ Parties** means Insurer and Insured/Insured Beneficiary shall individually be referred to as "Party" and collectively as "Parties".
- 3.15 Deductible** means the amount which shall be borne by the Insured in respect of each and every claim made under this Policy. The Insurer's liability to make any payment under the Policy is in excess of the "Deductible".
- 3.16 Premium** means the sum of money that the Insured paid to Insurer under this Policy in return for the Cover, entitlements and benefits set out in this Policy.
- 3.17 Sum Insured** of each Insured Asset must be equal to the original purchase price mentioned in the Invoice of that asset and is the maximum amount for any one claim or in the aggregate during the Cover period that the insurer is liable to pay.
- 3.18 Manufacturer' Original Warranty**
It means the original item warranty coverage provided by the Manufacturer from date of purchase of the Insured Asset by the Insured
- 3.19 Repair Facility** means "Authorized service centre (ASC)" authorised by the Consumer Durable Manufacturer for repairs of Insured Asset and/or
"Service centre" means repair centres identified by Certificate of Insurance holder and approved by Insurer for repairs of Insured Asset.
- 3.20 Beyond Economic Repair (BER)** means Where the cost of repair is equal to or more than 90% of the Sum Insured of Insured Asset as defined above other than Mobile/tablets and for Mobiles /tablets if the cost of repair is equal to or more than 75% of the sum insured.
- 3.21 Carry -In Basis** means portable Product that has to be carried / transported to the designated repair centre by you at your cost.
- 3.22 In-home Basis** means the repair technician will visit the premises where the Product has been installed to provide the repair service.

4. Exclusions

The Insurance does not apply to any liability arising out of the following:

- 4.1** Policy Deductible
- 4.2** Where Manufacturer's Original Warranty clause or any extensions is still valid
- 4.3** There is no coverage for Insured Asset which have been tampered with; modified or damaged as a result of accident; liquid damage; impact damage; proper care/maintenance and/or usage not in accordance with the Manual of Operations or similar instructions/Guidelines issued by the manufacturer.
- 4.4** Modification, alteration of Insured Asset and repair work carried out by unauthorized agents/Service centers
- 4.5** Replacement of consumables item of the Insured Asset, including but not limited to batteries, bulbs, plugs, cables, ribbons, belts, tapes, fuses, filters, toner or software unless the total product is replaced
- 4.6** Accessories that were not part of original equipment supply and consumables
- 4.7** Defects, faults that were not part of manufacturer's warranty
- 4.8** Inconsequential aspects such as loss of data, noises, vibrations, oil seepage and sensations that do not render loss of use of Insured Asset.
- 4.9** Normal wear and tear, corrosion, rusting, denting, scratching, blockage, dust, peeling
- 4.10** Mechanical and electrical breakdown due to faults in electrical line /plug points to which Insured Asset is connected to, overloading, strain, overturning, freezing, excessive pressure, short circuiting, heating of the Insured Asset.
- 4.11** The wilful acts or wilful gross negligence or fraudulent acts of the Insured and/or the Insured Beneficiary and/or Insured Beneficiary's family and/or Insured Beneficiary's employees
- 4.12** Third party legal liability of any kind
- 4.13** Consequential loss of any kind
- 4.14** Cost of transportation from and to repairer workshop except as provided under claims settlement.
- 4.15** Failure of parts that are subject to recall by respective manufacturer
- 4.16** Cost of repairing, restoration, reconfiguration of embedded software
- 4.17** Cost of maintenance of Insured Asset
- 4.18** The cost of installing any optional attachment to the Insured Appliance.
- 4.19** Where the Insured Appliance is subject to commercial, rental or profit generating purposes unless specifically agreed
- 4.20** Where original serial number is tampered with
- 4.21** Change of ownership of Insured Asset
- 4.22** Loss or damage arising out of any external cause, including but not limited to fire, burglary, theft, explosion, water damage, acts of God like earthquake, storm, Flood, typhoon, inundation, hurricane, lightning; riots, strike, malicious damage, terrorism, animal/insect damage, entry of foreign bodies, battery leakage, abuse, misuse .
- 4.23** Ionizing, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear assembly or nuclear component thereof
- 4.24** War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requesting of or damage to property by or under the order of any government or public local authority
- 4.25** The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 4.26** Known defects, loss or damage that arises before inception of the policy/ Cover Period
- 4.27** Products purchased outside India except products legally imported into India and purchased in India through Official channels
- 4.28** Refurbished, Assembled or second hand products whether Manufactured in India or abroad

4.29 Any loss or damage that arises when the policy/certificate of insurance is not in force due to any reason whatsoever.

5. Premiums and Rates

Premium charges of each **Policy Period/Cover Period** shall be determined in accordance to the Insurer's rates and rules effective and applicable as at the time issuing the **Policy/Certificate of Insurance**.

6. Territorial Limits and covering Laws

This **Policy/Certificate of Insurance** applies only to **Insured Assets** which are purchased in India, covering insured events arising during **Cover Period** within India, repaired within India. OUR liability shall be to make payment within India and in Indian Rupees only

The construction, interpretation and meaning of the provisions of this **Policy/Certificate of Insurance** shall be determined in accordance with Indian law.

7. General Provisions

7.1 Payment of Premium

The Insured shall pay the full premium due in Indian Rupee (INR) in advance before commencement of cover under this policy.

7.2 Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this **Policy/Certificate of Insurance** insofar as they relate to anything to be done or complied with by the **Insured /Insured beneficiary** shall be a condition precedent to any liability of the Insurer under this **Policy/Certificate of insurance**.

7.3 Reasonable Care

The Insured Beneficiary shall:

- (i) Take all reasonable steps to safeguard the Insured Asset against any insured event
- (ii) Take all reasonable steps to prevent a claim from arising under this **Policy/Certificate of Insurance**

7.4 Duties and Obligations after occurrence of an Event

Save as more specifically provided for elsewhere in the Policy, it is a condition precedent to the Insurer's liability under this **Policy/Certificate of insurance** that, upon the happening of any event giving rise to or likely to give rise to a claim under this **Policy/Certificate of Insurance**:

1. The **Insured or Insured Beneficiary** shall immediately and in any event within 14 days give written notice of the same to the address shown in the **Policy Schedule/Certificate of insurance** for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief, and
2. The **Insured/Insured Beneficiary** shall not abandon the Insured Asset, nor take any steps to rectify/remedy the damage before the same has been approved by the Insurer or any of its representatives and appointees, and
3. The **Insured /Insured Beneficiary** shall within 28 days deliver to the Insurer its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Insurer, and
4. The **Insured/ Insured Beneficiary** shall expeditiously provide the Insurer and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and
5. The **Insured/Insured Beneficiary** shall allow the Insurer and its representatives and appointees to inspect the Insured Asset or any other material items, as per 'the Right to Inspect' Clause.

7.5 Insured's Representations

By acceptance of this policy, the **Insured/Insured Beneficiary** agrees that all statements contained in the application for this **Policy/Certificate of insurance** and on the Declarations Page attached hereto are correct. This **Policy/Certificate of Insurance** is issued relying upon the truth of such statements and includes all agreements between the **Insured /Insured Beneficiary** and the Insurer.

7.6 Right to Inspect

If required by the Insurer, its representatives and appointees, including a loss assessor or a surveyor appointed in that behalf, shall in case of any loss or any circumstances that have given rise to a claim under the **Policy/Certificate of Insurance** be permitted at all reasonable times to examine into the circumstances of such loss. The **Insured/Insured Beneficiary** shall, on being required so to do by the Insurer, produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from them as may be required by the Insurer so far as they relate to such claims or will in any way assist the Insurer to ascertain in the correctness thereof or the liability of the Insurer under the **Policy/Certificate of insurance**

7.7 Subrogation

The **Insured/Insured Beneficiary** and any claimant under this **Policy/Certificate of Insurance** shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this **Policy/Certificate of insurance** whether such acts and things shall be or become necessary or required before or after the **Insured/Insured Beneficiary** indemnification by the Company.

7.8 Contribution

If, at the time of any claim, there is or would be, but for the existence of this **Policy/Certificate of insurance**, any other policy of indemnity or Certificate of insurance in favour of or effected by or on behalf of the Insured Beneficiary applicable to such claim, then the company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

7.9 No Benefit to Bailee

The insurance afforded by this **Policy / Certificate of Insurance** shall not inure directly or indirectly to the benefit of any carrier or other Bailee for Loss to service covered by a Service Contract.

7.10 Changes/ Amendments

No waiver or change of the terms of this **Policy/Certificate of insurance** shall be made except when done so in writing, signed by authorized representatives of both the parties. Written changes must be attached to and form a part of this **Policy/Certificate of Insurance**.

7.11 Assignment by Insured

Transfer/Assignment of interest under this policy /Certificate of Insurance is not permitted and **Policy/Certificate of insurance** will get terminated immediately, unless specifically agreed.

7.12 Fraud

If the **Insured Beneficiary** or any claimant under this Certificate of Insurance shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, the Certificate of Insurance shall be void and all claims or payments hereunder shall be forfeited.

7.13 Group /Business Volume Based Discount

Group discount will be applicable on the group size at inception of the policy. There shall not be any midterm revision of the Group Discount.

Business Volume based Discount will be applicable on the volume of business at inception of the policy. There shall not be any midterm revision of the Business Volume Discount.

7.14 Policy Cancellation

1. Cancellation of Master Policy/Certificate of Insurance by the Company

- a. The Master Policy may be cancelled by the Company at any time before the expiry of the Policy Period of Policy by giving at least 15 days written notice to the Insured. Provided however if the Company cancels the Policy 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.
- c. If the Certificate of Insurance is cancelled by the Company prior to commencement of the Cover Period mentioned in the Certificate of Insurance issued to the Insured Beneficiary, the Company will refund 100% of the premium to the Insured,
- d. If the Certificate of Insurance is cancelled by the Company after the commencement of the Cover Period mentioned in the Certificate of Insurance issued to the Insured Beneficiary 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.
- e. 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.
- f. 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.
- g. Under normal circumstances the policy 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.

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

- a. The Master Policy may be cancelled by the Insured at any time before the expiry of the Policy Period of Master Policy by giving at least 15 days written notice to the Company.
- b. The Certificate of Insurance may be cancelled by the Insured as under:
 - (i) If the Certificate of Insurance is cancelled by the Insured prior to commencement of the Cover Period mentioned in the Certificate of Insurance issued to the Insured Beneficiary, by giving 15 days written notice, the Company will refund, subject to retention of Rs.100 towards administrative costs as per Certificate of Insurance, the remaining premium amount
 - (ii) The Certificate of Insurance may be cancelled by the Insured within six months of the date of commencement of the Cover Period mentioned in the Certificate of Insurance, in which case the Company will refund the premium to the Insured after retaining premium on a short-period basis as below:

In a 1 year Extended Warranty cover:

Period of risk	Retention Rate of % on Total Premium
Upto one month	25%
Upto three months	50%
Upto six months	75%

In a 2 year Extended Warranty cover:

Period of risk	Retention Rate of % on Total Premium
Upto one month	12.5%
Upto three months	25%
Upto six months	37.5%

In a 3 year Extended Warranty cover:

Period of risk	Retention Rate of % on Total Premium
Upto one month	6.25%
Upto three months	12.5%
Upto six months	18.75%

- iii. However no request from the Insured for cancellation of any Certificate of Insurance shall be entertained after completion of six months from the date of commencement of the Cover Period.
- c. No refund of premium shall be due on cancellation of Certificate of Insurance if a claim has been made by the Insured Beneficiary.
- d. 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.
- e. 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 Policy Terms and Conditions/wordings.

3.Cancellation of Master policy by Insured (where the insurance cover is optional and the premium is borne by the Insured Beneficiary) & cancellation of cover by Insured Beneficiary

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

b. Effect of termination of policy by the Insured:

From the effective date of cancellation or termination of this Policy at the instance of Insured :

1. In respect of Certificate of Insurance, the Company shall remain obligated to indemnify the Insured Beneficiary under & during the risk cover period of Certificate of Insurance, for Claim(s), if any, as per Terms and Conditions of this Policy where such Claim is made before or after the date of cancellation or termination of this Policy subject to the condition that before the date of cancellation or termination the respective Insured Beneficiary [claimant] was enrolled under the Policy as per the provisions of this Policy and the Claim, if any, is made for the Claim arising during the risk cover period as specified in the Certificate of Insurance, subject however to all other Terms and Conditions; and The Insured would continue to be responsible for facilitating the claim for coverage provided prior to date of termination to the full extent of the risk cover period provided to the Insured Beneficiary under Certificate of Insurance.

2. The Company shall not be obligated to indemnify the Insured Beneficiary for the Policy Period for amounts where such right to payment accrued after the date of cancellation or termination of this Policy if the Insured Beneficiary was enrolled by the Insured after the date of termination; and

3. Subject to all other terms and conditions, the Company shall continue to have an obligation to indemnify the Insured Beneficiary for amounts where such right to payment accrued before the date of cancellation or termination of this policy; and

4. The Company and the Insured shall remain liable under the terms and conditions of this Policy to fulfil the obligations that have accrued at the date of cancellation or termination of this policy;

For Avoidance of doubt, since the Premium has been paid by the Insured Beneficiary/ies , the Insured shall not be entitled for any Refund of Premium

C.Cancellation of certificate by the Insured Beneficiary (Where Insured Beneficiary has paid the premium):

(i) If the Certificate of Insurance is cancelled by the Insured Beneficiary prior to commencement of the Cover Period mentioned in the Certificate of Insurance issued to the Insured Beneficiary, by giving 15 days written notice, the Company will refund, subject to retention of Rs.100 towards administrative costs as per Certificate of Insurance, the remaining premium amount

(ii) The Insured Beneficiary may cancel the insurance cover to him/her at any time during the Cover Period by giving 15 days written notice and if no claim has been made then the Company shall refund premium, by retaining short term Premium, as per the rates detailed below.

In a 1 year Extended Warranty cover:

Period of risk	Retention Rate of % on Total Premium
Upto one month	25%
Upto three months	50%
Upto six months	75%
Exceeding six months	100%

Exceeding 6 months there is no refund of premium

In a 2 year Extended Warranty cover:

Period of risk	Retention Rate of % on Total Premium
Upto one month	12.5%
Upto three months	25%
Upto six months	37.5%
Upto twelve months	50%
Upto 18 months	75%
Exceeding 18 months	100%

Exceeding 18 months there is no refund of premium

In a 3 year Extended Warranty cover:

Period of risk	Retention Rate of % on Total Premium
Upto one month	6.25%
Upto three months	12.5%
Upto six months	18.75%
Upto twelve months	30%
Upto 18 months	50%
Upto 24 months	65%
Upto 30 months	75%
Exceeding 30 months	100%

Exceeding 30 months there is no refund of premium

- (iii) No refund of premium shall be due on cancellation of Certificate of Insurance under any circumstances for those Beneficiaries who have made claim under the Certificate of Insurance.
- (iv) 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.
- (v) For avoidance of doubts it is also clarified that since premium is born and paid by Insured Beneficiary, any cancellation or refund of such premium shall always be made to Insured Beneficiary as mentioned in these Certificate of Insurance Terms and Conditions/wordings.

7.15 Basis of Claim Settlement

- a. The Sum Insured in respect of each Insured Asset must equal the original purchase price of the Insured Asset.
- b. The Sum Insured shall stand reduced by the amount of loss that has been claimed by Insured Beneficiary and cannot be reinstated.
- c. In the event of a loss, the basis of loss settlement shall be as follows:
Where an Insured Asset can reasonably be repaired or reinstated at a cost less than the replacement cost, the Insurer will indemnify the Insured Beneficiary in respect of the cost of parts and Labour for the **Insured Asset** and **in-home service charges** not exceeding Rs.500/- per claim (wherever applicable) on non-portable products namely Washing machine and Refrigerator provided the overall benefit should not exceed the sum Insured for the product covered by this policy
- d. No depreciation shall be deducted for partial loss
- e. In the case of a total loss or Beyond Economical Repairs, the Insurer shall indemnify the Insured Beneficiary in respect of the restoration or replacement costs up to the Sum Insured set against the Insured Asset except Mobile Phone/Tablet in the Schedule, subject to a depreciation of 10% per annum from the date of purchase of the product as stated in the invoice.
- f. In the case of a total loss or Beyond Economical Repairs of an Insured Mobile Phone/Tablet, the Insurer shall indemnify the Insured Beneficiary in respect of the restoration or replacement costs up to the Sum Insured set against the Insured Asset in the Schedule, subject to a depreciation of 25% per annum from the date of purchase of the product as stated in the invoice.
- g. No average clause is applicable
- h. Claims subsequent to the payment of partial loss claim(s) shall be considered as a Beyond Economical Repair if the cost of repairs exceeds the remaining SI after payment of the partial loss claim.
- i. The Company may at its Option repair, reinstate or replace the Insured Asset damaged or destroyed, or any part thereof instead of paying the amount of loss or damage.
- j. The Company shall be entitled to retain any defective part replaced under the Policy.
- k. In the event of a total loss /BER settlement of claim or exhaustion of sum insured due to payment of partial loss claims, the Certificate of Insurance shall cease immediately and the Insured shall not be entitled to any refund of premium.

Validity of Certificate of Insurance:

Subject to provision relating to cancellation, the coverage under the Certificate of Insurance is not renewable and will terminate on the earliest of the following occurrence:

- a. The expiry date of Cover Period as mentioned in the Certificate of Insurance
- b. In case of loss/damage, any claim paid up to the Sum Insured as mentioned in the Certificate of Insurance
- c. The date that the Insured Beneficiary is no longer member of the group of the Insured subject to the provisions of the Cancellation clause

d. The effective date of cancellation of Certificate of Insurance by the Company or Insured or Insured Beneficiary, as the case may be, in accordance with these terms and conditions of the Policy subject to the provisions of the Cancellation clause

7.16 Dispute Resolution

If any dispute or difference shall arise as to the quantum to be paid under this Policy/Certificate of Insurance (liability being otherwise admitted), such difference shall independently of all other question be referred to the decision of a sole arbitrator to be appointed in writing by the Company and Insured/ Insured Beneficiary 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. The law of the arbitration will be Indian law, and the seat of arbitration and venue for all hearings shall be within India.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided if the Insurer has disputed or not accepted liability under or in respect of the Certificate of Insurance under this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon the respective Certificate of Insurance under the Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Insurer shall disclaim liability to the Insured Beneficiary for any claim hereunder and such claim shall not, within 12 calendar months from the date of such 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.

In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts

Notice

- a) Any and all notices and declarations for the attention of the Insurer shall be submitted in writing and shall be delivered to the address specified in the Policy Schedule/Certificate of Insurance
- b) Any and all notices and declarations for the attention of the Insured /Insured Beneficiary shall be posted to the Insured/ Insured Beneficiary address stated in the Policy Schedule/Certificate of insurance.

7.17 Agreed Bank Clause

"It is hereby declared and agreed:-

- a. Upon any monies becoming payable under this Policy/Certificate of Insurance the same shall be paid by the Company to the Bank/Financial institution 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/Financial Institution as Agents for such other parties.
- b. That the receipts of the Bank/Financial Institution shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder.
- c. 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/Financial institution.

- d. 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/Financial institution shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank/Financial institution to recover the full amount of any claim it may have on other parties insured hereunder.
- e. That this insurance so far only as it relates to the interest of the Bank/Financial institution therein shall not cease to attach to any of the insured property except where a breach of the condition has been committed by the Bank/Financial institution or its duly authorized 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/Financial institution provided always that the Bank/Financial institution 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
- f. It is further agreed that whenever the Company shall pay the Bank/Financial institution any sum in respect of loss or damage under this Certificate of Insurance 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/Financial institution to the extent of such payments but not so as to impair the right of the Bank/Financial institution 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.

8. 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/Certificate of insurance 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.

9.1 Contact Information

Cholamandalam MS General Insurance company Limited
HO: Dare House 2nd Floor, No. 2 NSC Bose Road, Chennai – 600 001.
Toll Free : 1800 200 5544
SMS: "CHOLA" TO 56677 *(Premium SMS charges apply)
Email –customercare@cholams.murugappa.com
Web site: www.cholainsurance.com

9.2 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	Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139, Fax:- 079-27546142 Email:- bimalokpal.ahmedabad@gbic.co.in	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
2	BENGALURU	Office of the Insurance Ombudsman, 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 Email:- bimalokpal.bengaluru@gbic.co.in	Karnataka.
3	BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202, Fax:- 0755-2769203 Email:- bimalokpalbhopal@gbic.co.in	States of Madhya Pradesh and Chattisgarh.
4	BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009.Tel.:- 0674-2596461 / 2596455, Fax:- 0674-2596429 -Email:- bimalokpal.bhubaneswar@gbic.co.in	State of Orissa.
5	CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706196/5861 / 2706468, Fax:- 0172-2708274, Email:- bimalokpal.chandigarh@gbic.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
6	CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 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	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23239611/7539/7532, Fax:- 011-23230858, Email:- bimalokpal.delhi@gbic.co.in	State of Delhi
8	ERNAKULAM	Office of the Insurance Ombudsman, 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	Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 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	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin 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	Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363, Email:- bimalokpal.jaipur@gbic.co.in	State of Rajasthan.

Sl. No.	Office of the Ombudsman	Name of the Ombudsman and Contact Details	JURISDICTION
12	KOLKATA	Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, CR Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340, Fax:- 033-22124341, Email:- bimalokpal.kolkata@gbic.co.in	States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and Nicobar Islands.
13	LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330 / 2231331, Fax:- 0522-2231310. Email:- bimalokpal.lucknow@gbic.co.in	District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulampur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.
14	MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106928/360/889, Fax:- 022-26106052, Email:- bimalokpal.mumbai@gbic.co.in	States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
15	NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Gautam Budh Nagar, Noida Email:- bimalokpal.noida@gbic.co.in	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.
16	PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Email:- bimalokpal.patna@gbic.co.in	States of Bihar and Jharkhand.
17	PUNE	Office of the Insurance Ombudsman, 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	States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

OPTIONAL COVERS (on payment of additional premium):

Notwithstanding anything to the contrary contained in the Policy, In consideration of payment of additional premium, the Policy is extended to cover the optional benefits listed below as endorsements upto the limits shown within the Policy Schedule/Certificate.

It is hereby agreed that any and all endorsements issued with this Policy or endorsed thereon in shall be expressly subject to the terms and conditions and exclusions of this Policy, except to the extent expressly varied by the endorsement and shall become applicable only upon endorsement and after Our receipt of requisite additional premium. All other Policy terms, conditions and exclusions shall remain unchanged.

Endorsement No.1

Pick & Drop Services:

In consideration of the payment of additional premium, it is hereby agreed and declared that, notwithstanding anything to the contrary in this policy or in any of its conditions, this policy is extended to include Pick and Drop Services.

In the event of mechanical or electrical breakdown of insured mobiles, tablets, E book Reader and laptops; we will provide you with doorstep pick-up and drop facility for these products subject to the availability of our network. This list of all such serviceable locations will be made available to You on our website. Once the device is picked up and delivered to service center, the repairer will diagnose the problem, give an estimate and on approval from the Company; repair the device. Once the device is ready it will be delivered back to you.

Limit: Rs.500 per claim

Endorsement No.2

Nil depreciation in case of total loss claims:

In consideration of the payment of additional premium, it is hereby agreed and declared that, In the case of a total loss excluding Beyond Economical repair, the Insurer shall indemnify the Insured Beneficiary in respect of the restoration or replacement costs up to the Sum Insured set against the Insured Asset in the Schedule without application of any Depreciation.

Subject otherwise to all other terms, conditions and exclusions of the policy

Endorsement No.3

Deductible option:

It is hereby agreed and declared that, notwithstanding anything to the contrary in this policy or in any of its conditions; this policy is extended to include voluntary deductible as follows:

Deductible and Discount options

:

Deductible as % of Sum Insured	Discount on Gross Premium
1%	2%
2%	4%
5%	10%

Endorsement No. 4

Food Spoilage Loss:

In consideration of the payment of additional premium, it is hereby agreed and declared that, If Spoilage of Food stored in the Refrigerator or Freezer, is caused by a Breakdown arising out of manufacturing defects during the cover Period, we will pay you the cost of the Food items stored in the Refrigerator or Freezer subject to proof and subject to our liability not exceeding Rs 1000/-for any one claim or in the aggregate during the cover period.

Subject otherwise to all Other Terms, conditions and Exclusions of the policy /Certificate of Insurance

Endorsement No. 5

Transportation for Non Portable Items

In consideration of the payment of additional premium, it is hereby agreed and declared that, In the event of mechanical or electrical breakdown of the Insured Asset due to a Manufacturing Defect during the cover period, we will pay you the transportation charges incurred by you for

- a) Delivery of the Damaged Insured item to the Service center and
- b) Delivery of the Repaired Insured Item to your residence

Subject to

- a) The Insured Item being a Non Portable Item
- b) Our liability shall not exceed Rs 500/- per claim during the Cover period.

Subject otherwise to all other Term, conditions and exclusions of the policy /Certificate of Insurance

Endorsement No. 6

Breakdown due to bad workmanship

In consideration of the payment of additional premium, it is hereby agreed and declared that, notwithstanding anything to the contrary in this policy or in any of its conditions,

The Company will indemnify the Insured Beneficiary against the repair or replacement costs in respect of the Insured Asset caused by a Breakdown due to poor workmanship of the service personnel of the authorized workshops during the Cover Period, provided that the liability of the Company in respect of any one Insured Asset for losses arising out of bad workmanship of service personnel of authorised workshops in any one Cover Period will not individually or in the aggregate exceed the Sum Insured set against such item in the Schedule

