



## **ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED**

(formerly known as Royal Sundaram Alliance Insurance Company Limited)

Regd Office 21 Patullos Road, Chennai – 600 002.

Corporate Office: Vishranthi Melaram Towers, No. 2/319, Rajiv Gandhi Salai(OMR), Karapakkam, Chennai – 600 097

Call: 1860 425 0000. Email – [customer.services@royalsundaram.in](mailto:customer.services@royalsundaram.in)

Website: [www.royalsundaram.in](http://www.royalsundaram.in)

IRDA Registration No. 102 | CIN – U67200TN2000PLC045611

### **360 DEGREE BUSINESS SHIELD POLICY-SOOKSHMA**

#### **SECTION I**

#### **FIRE & ALLIED PERILS-SOOKSHMA**

You chose this **Royal Sundaram Bharat Sookshma Udyam Suraksha** Policy and applied to Us for insurance covers of Your choice. You paid Us the premium and gave Us information about Yourself, Your Business and Your Property. Based on Your confirmation that this information is true and correct, and in return of accepting the Premium You have paid Us, We promise to provide You insurance as stated in this Policy Document and the Policy Schedule attached to it.

#### **Clause A. This Policy and the Insurance Contract**

**1. Your Policy:** This **Royal Sundaram Bharat Sookshma Udyam Suraksha** Policy is a contract between You and Us as stated in the following:

- i. This Policy document;
- ii. The Policy Schedule attached to this Policy document;
- iii. Any Endorsement attached to and forming part of this Policy document;
- iv. Any Add-on to this Policy that You may have purchased from Us;
- v. The proposals and all declarations made by You or on Your behalf;

#### **2. To whom this Policy is issued and what it covers**

- i. This Policy is issued to You and covers Your Insured Property relating to Your Business as mentioned in the Policy Schedule, where the total value at risk across all insurable asset classes at one location is not exceeding ₹5 Crore (Rupees Five Crore only) at the policy Commencement Date.

Provided, if the value at risk for all Insurable Assets exceeds ₹5 Crore during the Policy Period, this policy shall, on expiry, be replaced by the applicable policy.

- ii. If more than one person is insured under this policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
- iii. If You have mortgaged, pledged or hypothecated any Insured Property with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional Clause.



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**3. The Policy Schedule:** The Policy Schedule is an important document about Your insurance cover. It shows:

- i. Your personal details,
- ii. the Policy Period,
- iii. the description of Your Insured Property,
- iv. the total Sum Insured, the Sum Insured for each cover, or for each block, set or category of Insured Property, and its limits and sub-limits for each and every location,
- v. the insurance covers You have purchased,
- vi. the Premium You have paid for these insurance covers,
- vii. Add-on covers opted by You,
- viii. other important and relevant aspects and information.

**4. Special Meanings 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
<b>Agreed Value</b>	An amount agreed between You and Us at the policy Commencement Date for items, the value of which cannot be ascertained.
<b>Bank</b>	A bank or any financial institution



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<b>Building</b>	<p>Any building or structure in Your Premises where You carry on Your Business.</p> <p>It includes:</p> <ul style="list-style-type: none"> <li>a. Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc.</li> <li>b. The following ‘additional structures’ located on Your Premises and used for Your Business, that are shown in the Policy Schedule: <ul style="list-style-type: none"> <li>i. garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences, gates and internal roads,</li> <li>ii. lifts, hoists,</li> <li>iii. solar panels, wind turbines and air conditioning systems, central heating systems, security systems and cameras, electrical installations, fire alarm, fire sprinkler systems, power lines, power installations,</li> <li>iv. water, gas and sewage pipeline within Your premises or</li> <li>v. any other structure shown in the Policy Schedule.</li> </ul> </li> </ul>
<b>Business</b>	Your commercial enterprise, trade or profession as shown in the Policy Schedule.
<b>Commencement Date</b>	It is the date and time from which the Insurance Cover under this Policy begins. It is shown in the Policy Schedule.
<b>Contents</b>	Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.
<b>Endorsement</b>	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
<b>Excess</b>	It is the amount that You must bear in each and every claim before We become liable to pay.
<b>Insurable Assets</b>	All Buildings, Plant and Machinery, Furniture, Fixture and Fittings, Stock and all other Contents which, for the purposes of Your Business on any one location, You own, or hold as tenant or occupant, or hold in trust or on commission, or are legally responsible for as part of Your trade, even if You have not taken insurance cover for any of them.



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<b>Insured Property</b>	The Building, Plant and Machinery, Furniture, Fixture and Fittings, Stocks and any other Contents that are declared and insured by You under this Policy, and are located in Your Premises unless specifically stated in this Policy. The Insured Property is shown in the Policy Schedule.
<b>Kutcha Construction</b>	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.
<b>Market Value</b>	Market Value means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss.
<b>Money</b>	Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed bankers’ drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Savings Certificates, Premium Bonds, credit sales vouchers or receipts, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to You or for which You are responsible.
<b>Partial Loss</b>	Any loss other than Total Loss.
<b>Plant and Machinery</b>	All equipment, machinery, pipes and cables, spares, computers, servers and preloaded licensed system software located within any structure or in the open area of Your Premises.  It includes  i. machines under repair,  ii. machines taken on hire or lease, or through any system of purchase of goods,  iii. foundation, bedding or setting of the machines, or  iv. accessories of machines.



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<b>Policy Period</b>	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 <b>Clause G (III)</b> of this policy, whichever is earlier.
<b>Policy Schedule</b>	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in <b>Clause A (3)</b> of this Policy.
<b>Premium</b>	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.
<b>Pucca Construction</b>	Construction other than Kutchha Construction.
<b>Reinstatement/ Replacement</b>	<p>Reinstatement/Replacement is defined as:</p> <ul style="list-style-type: none"> <li>i. the reconstruction of buildings or replacement of other property lost or destroyed.</li> <li>ii. the repair or partial replacement of property damaged.</li> </ul> <p>In either case, to a condition substantially the same as but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed</p>
<b>Reinstatement/ Replacement Value</b>	This is the amount at which the Insured Property can be reinstated or replaced by a similar property, without deducting depreciation, and to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.



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<b>Stocks</b>	Any stock of goods or merchandise. It may be: <ul style="list-style-type: none"> <li>i. Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch,</li> <li>ii. Raw materials, packing materials, or</li> <li>iii. Stock held in trust for which You are responsible.</li> <li>iv. Stock in Open in the Insured Premises</li> </ul>
<b>Sum Insured</b>	The amount shown as Sum Insured in the Policy Schedule. It represents Our maximum liability for each cover or part of cover and for each loss, as applicable.
<b>Total Loss</b>	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 of that item or in total.
<b>We, Us, Our, Insurer</b>	Royal Sundaram General Insurance Co. Limited that has provided Insurance Cover under this Policy; of the Company.
<b>You, Your, Insured</b>	The Insured Person/s, Company or other entity shown in the Policy Schedule who has/have purchased insurance cover under this Policy; of such Insured Person/s.
<b>Your Premises</b>	The premises in which You carry on Business that is occupied by You for the purposes of Business declared to Us and is reflected in the Policy Schedule

**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.



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	<b>Column A</b>	<b>Column B</b>
	<b>We cover</b> physical loss or damage, or Destruction caused to the Insured Property by	<b>We do not cover</b> for loss or damage, or Destruction caused to the Insured Property by
1.	Fire, including due to its own fermentation, or natural heating, or spontaneous combustion.	caused by a. its undergoing any heating or drying process, or b. burning of Insured Property by order of any Public Authority.
2.	Explosion or Implosion	a. caused to boilers, economizers or other vessels, machinery or apparatus in which steam is generated, or their contents, resulting from their own explosion or implosion, or b. caused by centrifugal forces.
3.	Lightning	-
4.	Earthquake, volcanic eruption, or other convulsions of nature	-
5	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-
6	Subsidence of the land on which Your Premises stand, 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 ground works or excavations.



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	Column A	Column B
	<b>We cover</b> physical loss or damage, or Destruction caused to the Insured Property by	<b>We do not cover</b> for loss or damage, or Destruction caused to the Insured Property by
7.	Bush fire, Forest fire and 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.),	a. caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds. b. caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in the course of employment
9.	Missile testing operations	-
10.	Riot, Strikes, Malicious Damages	caused by a total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind, b temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or c temporary or permanent dispossession of any Building by unlawful occupation by any person





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	Column A	Column B
	<b>We cover</b> physical loss or damage, or Destruction caused to the Insured Property by	<b>We do not cover</b> for loss or damage, or Destruction caused to the Insured Property by
11.	Acts of terrorism (Coverage as per Terrorism Clause attached)	Exclusions as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes,	-
13.	Leakage from automatic sprinkler installations	a. repairs or alterations in the Building in which Your Business is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.
14.	Theft within 7 days from the occurrence of and proximately caused by any of the above Insured Events	if it is a. of any article or thing outside Your Premises, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Premises, unless securely mounted.

## Clause C. The Standard Cover

### 1. What We cover

We cover physical loss or damage, or destruction of any Insured Property because of any Insured Event stated in **Clause B** of this Policy and subject to the exclusions stated in **Clause D of this Policy** subject to all terms and conditions of this Policy. We also give In-built Covers without charging additional premium which are stated in **Clause C (4)** of this Policy.

### 2. Basis of Sum Insured

- i. for Building, Plant and Machinery, Furniture, Fixture and Fittings and any other contents:

Reinstatement Value

- ii. For Stocks:

- a. For raw material: landed cost at Your Premises.
- b. For stock in process: input cost of the stock at the time of loss.
- c. For finished stock: the manufacturing cost of the Finished Stock or the **Contract Price** of goods sold but not delivered and more precisely defined below.

**Contract Price** is in respect only of goods sold but not delivered, for which You are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any Damage insured under this Policy either wholly or to the extent of the Damage. The Company's liability shall be based on the Contract Price.

- iii. Bullion or unset precious stones, any curios or works of art or obsolete machinery and the like are to be covered on Agreed Value basis subject to a valuation certificate being submitted and found acceptable by Us.

### 3. Restoration of Sum Insured

Except as stated in **Clause G (III) (3) (e)** of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sums 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. Notwithstanding the above, the Sum Insured shall stand reduced by the amount of loss in case You, immediately on occurrence of the loss, exercise Your option not to restore the Sum Insured.

#### 4. In-built Covers

If We agree to pay Your claim for loss or damage to Insured Property, We will also pay for the following loss or damage and expenses.

##### 4.1 Additions, alterations or extensions:

We cover Buildings, Plant, Machinery, and Furniture and Fittings, or other Contents which You will erect, or acquire, or for which You will become responsible, after the Commencement Date, in the Insured Premises. We will pay, for that item as follows:

- i) You inform Us of the item so erected or acquired within 7 (seven) days of it becoming known to You,
- ii) such item of Property is not otherwise insured,
- iii) maximum limit under this cover is 15% (excluding stocks),
- iv) subject to Underinsurance provision of **Clause F** of this Policy.

##### 4.2 Stocks at many locations on floater basis:

We cover physical loss or damage to movable property in more than one location as follows:

- i) You have declared all locations, and these are shown in the Policy Schedule.
- ii) You have declared stocks as a single value reflecting the aggregate Sum Insured.
- iii) You have a good internal audit accounting procedure under which the total amount at risk and the locations can be established at any particular time.
- iv) You must inform Us of any change in the address of any location occurring after the Commencement Date.

##### 4.3 Temporary removal of stocks:

We cover stocks temporarily removed to any other premises for the purposes of fabrication, processing or finishing, or other similar purposes as follows:

- i. maximum cover will be 10% of the Sum Insured of Stock,
- ii. such stock is not otherwise insured.

##### 4.4 Cover for Specific Contents:

We cover the following, as applicable:

- i. Money for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy

period.

- ii. Deeds, manuscripts and business books, plans, drawings, securities, obligations or documents of any kind, but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- iii. Computer programmes, information and data but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹5 Lakh (Rupees Five Lakh) during the policy period.
- iv. Employees', Directors', visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding ₹15,000 (Rupees Fifteen Thousand) per person for a maximum of 20 (twenty) persons during the policy period.

#### **4.5 Start-Up Expenses:**

We cover start-up costs necessarily and reasonably incurred by the insured in respect of the insured risk consequent upon a loss or damage covered by this policy for an amount not exceeding ₹5 Lakh (Rupees Five Lakh) during the policy period.

#### **4.6 Professional fees:**

We will pay the expenses that You incur towards reasonable fees of Architects, Surveyors and Consulting Engineers as follows:

- i. The fees are paid for preparing plans, specification tenders and quantities, and services in connection with the superintendence of the reinstatement of the Insured Building, Machinery, Accessories or Equipment;
- ii. The maximum We pay is 5 % of the claim amount;
- iii. We do not cover fees or costs for preparing any claim or estimate of loss or damage by the Insured Perils.

#### **4.7 Costs for removal of debris:**

We will pay reasonable expenses You incur towards removal of debris of any Insured Property from Your Premises, and dismantling, demolishing, shoring up or propping up of Insured Building or Machinery. The maximum We pay is 2 % of the claim amount.

#### **4.8 Costs compelled by Municipal Regulations:**

We pay such additional cost of reconstruction or reinstatement of the Insured Property that is incurred solely because You must comply with any regulations or bye-laws of any municipal or local authority, or any provision of any State or Central Act, Rules or regulations. We cover these costs on the following conditions:

- i. You must commence the repairs, or reconstruction or reinstatement of the Insured Property, within a reasonable time after the date of damage or destruction. You must complete the repairs, reconstruction or reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or

within such time as We may allow in writing.

- ii. the total amount recoverable under any item of the policy shall not exceed the sum insured thereby.
- iii. If Our Liability is reduced under any term or condition of this Policy, Our liability under this extension will also be proportionately reduced.
- iv. All other terms and conditions of this Policy will apply to this extension.
- v. These costs will not include
  - a. the costs incurred for complying with such regulations,
    - for destruction or damage occurring before Commencement Date,
    - for destruction or damage not insured under this Policy
    - under which You have received notice before the destruction or damage occurred.
  - b. any additional cost required to repair or reconstruct the Insured Property to a condition equal to its condition when new, had the need to comply with the regulation not arisen.
  - c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Insured Property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.

#### **Clause D. Exclusions, that is, what We do not cover**

We do not cover losses or expenses, or any loss, damage to, or destruction of the Insured Property, directly or indirectly as a result of or if caused by or arising from events, stated below:

1. i. Excess of ₹ 5,000 (Rupees Five Thousand) for each claim. This means that We will deduct ₹ 5000 (Rupees Five Thousand) for each and every loss suffered by You under the terms of this policy.
  - ii. For terrorism risk the Excess shall be as per the clause attached to this policy.
2. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
3. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over- running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed. However, any ensuing loss or damage to other insured property due to operation of an insured peril is covered.

- 4 Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
- 5 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 Insured Events.
- 6 Your Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 days, unless You have obtained prior written approval from Us and such approval is recorded as an endorsement on the Policy.
- 7 War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- 8 Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
- 9 Pollution or contamination, unless
  - i. the pollution or contamination itself has resulted from an Insured Event, in which case only physical damage to the Insured Property is covered, or
  - ii. an Insured Event itself results from pollution or contamination.
- 10 Loss, destruction or damage to bullion or unset precious stones, any curios or works of art unless such amount is declared separately and recorded in the Policy Schedule.
- 11 Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.
- 12 Loss or damage to any Insured Property removed from Your Premises to any other place, except
  - i. Machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days,
  - ii. Stock covered under **Clause (C) (4.3)** of this Policy-.
- 13 Any reduction in market value of any Insured Property after its repair or reinstatement.
- 14 Loss or damage to any Insured Property or any claim which is covered by a marine policy in force at the time of loss or damage, except in excess of the limits of that policy.
- 15 Any consequential or indirect loss or damage of any description, i.e. losses or extra costs (financial or non-financial) that follow or are a consequence of an Insured Event, like, loss by delay, loss of income or wages or earnings, or of market, or of time, medical expenses, or any costs not covered by this Policy.
- 16 Costs, fees or expenses for preparing any claim.

## Clause E. What We Pay

**If any Insured Property is physically damaged, lost or destroyed, we will pay You as follows:**

### 1. Partial Loss:

- i. If any Insured Property is a Partial Loss, We will reimburse to You the cost of repairs to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it was damaged.
- ii. If any Insured Stock is a Partial Loss, We will pay You to the extent of the loss of such Partial Loss.

### 2. If Building or Plant and Machinery or Furniture, Fixture, Fittings is a **Total Loss**, We will pay You for

- i. The Reinstatement/Replacement Value of the Building or Plant and Machinery or Furniture, Fixture, Fittings.
- ii. Reconstruction of the new building on the same site, or another site. If You reconstruct the new Building or Reinstatement the Plant and Machinery or Furniture, Fixture, Fittings on another site We will not pay You more than what We would pay to reconstruct or replace on the same site.
- iii. Reinstatement using standard material readily available and in common use for similar type of Building.

### 3. If the Stock is a **Total Loss**, We will pay You as follows:

- i. landed cost at Your Premises for Stock of raw materials,
- ii. total manufacturing cost for Stock of finished goods,
- iii. the input value of Stock in process at the time loss,
- iv. The **Contract Price** in case of goods sold but not dispatched and lying within Your premises for which You are responsible under the terms of a contract of sale. We will pay Your claim on the basis of the **Contract Price**, if the sale is cancelled wholly or to the extent of loss or damage caused by an Insured Event covered by this Policy. For the purposes of this para, the value of all goods to which this basis of settlement could apply in the event of loss or damage will also be ascertained on the same basis.

### 4. You must commence the repairs or Reinstatement within a reasonable time after the date of the damage or destruction. You must complete the repairs or Reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.



5. If You fail to start the work of the repairs or Reinstatement within reasonable time, or to complete the repairs or Reinstatement within time We will pay Your claim based on the Market Value of the Building, Plant and Machinery, Furniture, Fixture, Fittings as the case maybe.
6. We will pay the Market Value of the Building, Plant and Machinery, Furniture, Fixture and Fittings at the time it is a Total Loss, but not more than the relevant Sum Insured,
  - i. if the Building cannot be Reinstated or rebuilt due to Municipal, State or Central law, rules, regulations or bye-laws,
  - ii. if You do not wish to Reinstatate the Building. Plant and Machinery, Furniture, Fixture, Fittings.
7. We will also pay other amounts mentioned in **Clause C (4)** of this Policy.

**NOTE:**

In any claim, We will not pay more than the relevant Sum Insured, subject to Underinsurance as stated in Clause F of this Policy

**Clause F. Underinsurance:**

1. The Sum Insured for each item of Insured Property must be sufficient to pay for Reinstatement/Replacement of that Property on the date of loss. If the Reinstatement/Replacement Value of the Insured Property, in totality, including additions, alterations, erections and new acquisitions, is more than the Sum Insured, except to the extent waived in **Clause F (3)** of this Policy, it amounts to underinsurance, and will reduce proportionate to the difference from the amount that We will pay for Your claim.
2. Every item of Insured Property is subject to this condition separately.
3. Under this **Royal Sundaram Bharat Sookshma Udyam Suraksha** Policy, We will waive underinsurance up to 15%.
4. If at the time of damage, the Sum Insured applicable to the relevant Buildings, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other contents is less than 85% of the value of Insurable Assets, You will be responsible for the difference and You will bear a proportionate share of the loss.
5. Underinsurance will not apply to Cover for Specific Contents.

**NOTE:** The cost for Reinstatement of additions made to Insured Property during the Policy Period will be reckoned from the date of addition.



## **Clause G. Conditions**

### **I) Your Obligations**

#### **1. Make true and full disclosure in the proposal and related documents**

- i. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declarations given by anyone else on Your behalf.
- ii. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, the Building Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents.

#### **2. Make true statements and full disclosure in the claim and related documents**

You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.

#### **3. Obligation to take care: You must:**

- i. ensure that unauthorised persons do not occupy Your Premises.
- ii. whenever Your Premises or any Building in Your Premises is unoccupied You must ensure that all security procedures on Your Premises are in force.

#### **4. Inform change in circumstances:**

You must inform Us immediately if:

- ii. You change the nature of Your Business or any processes,
- iii. You let out Your Premises or any part, or Your Premises will no longer be solely occupied by You
- iv. You change the use of Your Premises or any Building,
- v. Your Premises or any Building remains unoccupied for more than 30 days.

## 5. Allow inspection and investigation of claim

You must allow and give full cooperation for the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to enter Your Premises, inspect it, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril, You must answer all questions asked regarding Your claim truthfully and completely, and submit all documents that We will require.

## 6. Follow claim procedure

When You suffer any loss or damage to any Insured Property, and wish to make a claim, You must follow all steps stated in this Policy about immediate reporting to Us and to the appropriate Legal Authorities as per **Clause G (IV)** of this Policy.

### II) Renewal of Policy

1. **End of Policy:** This Policy will expire at the end of the Policy Period.

2. **Application for renewal:**

If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

3. **Renewal is not automatic:**

We may seek relevant information from **You** for the purpose of renewal. We can reject Your renewal only on grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part.

### III) Cancellation and Termination of Policy

1. **Cancellation by You at any time**

a. You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.

b. If You cancel the Policy, We will refund premium as follows:



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Time for which Policy in force	Refund of premium
Not exceeding 15 days	90% of Annual Premium
Not exceeding 1 month	85% of Annual Premium
Not exceeding 2 months	70% of Annual Premium
Not exceeding 3 months	60% of Annual Premium
Not exceeding 4 months	50% of Annual Premium
Not exceeding 5 months	40% of Annual Premium
Not exceeding 6 months	30% of Annual Premium
Not exceeding 7 months	25% of Annual Premium
Not exceeding 8 months	20% of Annual Premium
Not exceeding 9 months	15% of Annual Premium
Exceeding 9 months	Nil premium

**Note:** In case of Short period policies, Premium collected will be annualized for computing refund of premium

### 2. Cancellation by Us

We will not cancel the Policy during the policy period except on the grounds of misrepresentation, non-disclosure of material facts, fraud or non-co-operation of the insured.

In the event of such cancellation on the grounds of mis-representation or fraud or non-disclosure of material facts, the policy shall be void, no refund of premium shall be made and no claim shall be payable under the policy. In the event of cancellation on the grounds of non-cooperation, We will repay, on Your request, a rateable proportion of the premium for the unexpired term from the date of cancellation.

### 3. Automatic termination of the Policy:

This Policy will automatically end in the following cases:

- a. **Destruction of any Insured Building:** This Policy will automatically end 7 (seven) days after any Insured Building collapses or is displaced or destroyed by reason other than any Insured Event. If a separable part of any Insured Building falls down or is destroyed by reason other than any Insured Event, the cover will end for such part or additional structure.
- b. You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on revised rates, terms and conditions.
- c. **Change of use or ownership of Insured Property:** The Policy will end in regard to the Insured Property affected, unless You have obtained Our prior consent in writing as an Endorsement on the Policy,
  - i. if You change the trade or manufacture, or the nature of Your occupation, or You change other circumstances relating to the Building or a building containing any Insured Property in such a way as to increase the risk of loss or damage by Insured Events;

- ii. if Your interest in any Insured Property passes to another except by will or operation of law.
- d. **Sale of Insured Property:** This Policy will end when You sell, surrender or release Your interest in any Insured Property or its part.
- e. **Exhaustion of Sum Insured:** If any Insured Property is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end. If We pay the total Sum Insured for any claim, this Policy will end.
- f. **Effect of death:** If You are an individual, in the event of Your unfortunate death the Insurance Covers that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.
- g. **Policy not invalidated:**

The Policy is not invalidated:

  - i. by transfer of Your interest in the Policy by operation of law, if that occurs during the Policy Period. We can continue this policy on same or modified terms in favour of Your legal representatives if they apply for this purpose within 30 days of such transfer;
  - ii. by any act, omission, or alteration unknown to You, or beyond Your control, that increases the risk of loss or damage, if You give notice to Us immediately when You become aware of the act, omission or alteration, and pay additional premium if required; or
  - iii. if Your employees or workmen carry out repairs, maintenance work or minor alterations in the Insured Property.

#### IV) Claims Procedure

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost. The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

##### 1. Immediate notice to Us

- a. As soon as any loss or physical damage occurs to any Insured Property due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary so that We can survey/investigate the loss or damage.
- b. You can give notice to any of Our offices or call centers.
- c. You must state in this notice

- i. the Policy Number,
- ii. Your name,
- iii. details of report to the police that You made,
- iv. details of report to any Authority that You made,
- v. details of the Insured Event,
- vi. a brief statement of the loss,
- vii. particulars of any other insurance of the Insured Property, Your Premises or any other Property on Your Premises,
- viii. details of loss or damage under Add-ons, if any, and
- ix. submit photographs of loss or physical damage, wherever possible.

## **2. Steps to prevent loss and damage**

- a. You must take all reasonable steps to prevent further loss or damage to the Insured Property.
- b. Until We have inspected the Insured Property and Your Premises, and have given Our consent,
  - i. You must not sell, give away or dispose of any damaged items of any property,
  - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity, and
  - iii. You must not carry out repairs unless such repairs are urgent and You cannot contact Us.

## **3. Immediate notice to authorities**

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence / landslide/ rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious acts and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event, You must inform the police.
- b. We may but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.



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#### **4. Submit claim**

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- a. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
  - b. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- iii. We shall not 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. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

#### **5. Establish loss**

You must prove that the Insured Event has occurred, and the extent of loss or physical damage You have suffered with full details,

- i. You must support Your claim for Insured Property with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
- ii. You must allow Us, Our officers, surveyors or representatives to inspect the Insured Property, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
- iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- iv. You must give Us when We request any additional information that We require for verifying Your claim.

#### **6. Fraudulent claim**

If You, or anyone on Your behalf, make a false or fraudulent claim, or support a claim with any false or fraudulent statement or documents:

- i. We will not pay the claim,
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid,
- iii. We can also inform the police, and start legal proceedings against You.

#### **7. Other insurance**

- i. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under

this Policy, You have a right to ask for settlement of Your claim under any of these policies.

- i. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- ii. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurer that have given You the other policies.
- iv. We will ensure that Our actions do not impose any liability on You.

#### **8. Our rights relating to Insured Property**

- i. We must investigate/survey that Your claim is covered by this Policy. For this purpose, We will give You notice and request Your cooperation as follows:
  - a. We and Our representatives will visit Your premises, inspect the Insured Property
  - b. We will ask You to give to Us any items of the Contents of Your premises for the purposes examination, testing, or any other investigation,
  - c. We will dispose of or deal with or sell any item of the Contents of Your Premises for which loss We have paid completely.
- ii. We will ensure that Our actions will not impose any liability on You.

#### **9. Recovery action by Us**

- i. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Insured Property. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right.
- ii. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance
- iii. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim.

We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.





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### **Clause H. Changes to covers**

1. You can choose to make changes to the covers of this Policy, for example, take additional cover, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium where applicable.
2. This Policy (including the Policy Schedule, the proposal, declarations and the Endorsements) consists of the entire contract between You and Us

### **Clause I. Other details**

#### **1. Designation of Insured Property**

For the purpose of determining under which item any Property is insured, We agree to accept the designation under which such Property appears in Your books of account

#### **2. Notices**

- i. We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- ii. You will send any notice, letter, intimation or communication in writing to Us at the branch office where You purchased the Policy. You can also send it at the address mentioned in the Policy Schedule. You shall not send any notice etc. to the insurance agent, broker or any other entity. They are not authorised to receive notices etc. on Our behalf.

#### **3. Applicable law and jurisdiction**

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.

#### **4. Arbitration**

If any dispute or difference arises between You and Us regarding the amount of claim to be paid under this policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, 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.





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### **Clause J. Grievances**

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

#### **1. Our Grievance Redressal Officer**

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

Royal Sundaram General Insurance  
Co. Limited Vishranthi Melaram

Towers,

No. 2/319, Rajiv Gandhi

Salai (OMR),

Karapakkam,

Chennai-600097.

Email – [customer.services@royalsundaram.in](mailto:customer.services@royalsundaram.in)

#### **2. Consumer Affairs Department of IRDAI**

a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an email to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in). You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at [igms.irda.gov.in](http://igms.irda.gov.in).

b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available at <https://www.policyholder.gov.in/uploads/CEDocuments/complaintform.pdf>. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department- Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032.

c. You can visit the portal <http://www.policyholder.gov.in> for more details.

#### **3. Insurance Ombudsman**

You can approach the Insurance Ombudsman, depending on the nature of Your grievance and the financial implications, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in), or of the General Insurance Council at [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.



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The Insurance Ombudsman's offices are located at Ahmedabad, Bengaluru, Bhubaneshwar, Bhopal, Chandigarh, Chennai, Ernakulam, Guwahati, Jaipur, Kolkata, Lucknow, Noida, Patna, Pune, Hyderabad, Mumbai and Delhi. For Contact Details of Insurance Ombudsman, please visit our website [www.royalsundaram.in](http://www.royalsundaram.in).

### **Clause K. Information about Us**

Royal Sundaram General Insurance Co. Limited

**Address:** Regd Office 21 Patullos Road,  
Chennai – 600 002. Corporate Office: Vishranthi Melaram Towers,  
No. 2/319, Rajiv Gandhi Salai  
(OMR), Karapakkam, Chennai –  
600 097

**Web:** [www.royalsundaram.in](http://www.royalsundaram.in)

**E-mail:** [customer.services@royalsundaram.in](mailto:customer.services@royalsundaram.in)

**Customer Service:** 1860 425 0000



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### **Sabotage and Terrorism Damage Cover Endorsement (Material Damage only)**

#### **INSURING CLAUSE**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Original Policy Schedule, it is hereby agreed and declared that notwithstanding anything stated in the "Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of sabotage and/or terrorism to the location/s mentioned in the schedule subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from time to time) or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of sabotage and/or terrorism by the duly empowered government or Military Authority.

Provided that if the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, paramilitary forces, police or any other authority constituted by the government for maintaining law and order.

#### **LOSSES EXCLUDED**

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
  - (i) voluntary abandonment or vacation,



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(ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;

3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest or riots;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of sabotage and/or terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;
19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;



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20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.

21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;

22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

### LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 per compound/location whichever is lower.

In respect of sabotage and/or terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 4,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 20,000,000,000/- whichever is lower.

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers, shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

### EXCESS\*

**Shops & Residential Risks:** 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

**Non-Industrial Risks:** 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

**Industrial Risks:** 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

\*Whichever is applicable

### ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

In respect of sabotage and/or terrorism cover for long term dwellings, limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 4,000,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 4,000,000,000/-



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### **MID TERM COVER**

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to the date of granting such cover.

### **SANCTION, LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **CANCELLATION CLAUSE**

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Sabotage and/or Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

\*\* Latest version of the clause prescribed by Terrorism Pool.

Will get updated based on further circular from Terrorism Pool.

In case of FLOP opted, the relevant terrorism wording as per circular will be replaced





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## **SECTION II** **BURGLARY**

Please read this Policy carefully and see that it meets your requirements.

This Policy the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

The Insured and the Company agree

1. The proposal shall be incorporated in and be the basis of the contract.
2. The Insured will pay the Premium.
3. The Company will subject to the terms of this Policy provide the Insurance.
4. The following shall be conditions precedent to any liability of the Company.
  - a) Observance of the terms of this Policy relating to anything to be done or complied with by the Insured.
  - b) The truth of the Proposal.

### **Interpretations**

For the purposes of this Policy

- 1 Proposal shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
- 2 Burglary shall mean an actual theft or an attempt thereat
  - a) accompanied by an actual forcible and violent entry into or exit from any Building at the Premises or
  - b) following assault or violence to any person or threat thereof.
- 3 Building shall mean
  - a) any building other than an outbuilding or
  - b) that part of any building other than an outbuilding occupied exclusively by the Insured for the purposes of the Business.
- 4 Money shall mean cash, bank notes, currency notes, cheques, postal and money orders, bills of exchange, giro cheques and drafts, treasury or promissory notes, credit company sales vouchers, luncheon vouchers, gift tokens, trading stamps, postage stamps and stamps of any other kind.

### **Insurance**

The Company will by payment (or at its option by repair reinstatement or replacement) indemnify the Insured in respect of loss of or damage to any part of the Property while within the Premises as the direct result of Burglary happening during any Period of Insurance but not exceeding in any Period of Insurance so far as each item is concerned the Sum Insured or in all the Total Sum Insured.

Provided such damage is not otherwise insured the Company will in addition by payment (or at its option by repair reinstatement or replacement) indemnify the Insured in respect of damage for which



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the Insured shall be liable caused to any Building at the Premises resulting directly from Burglary happening during any Period of Insurance.

### Exceptions

- A. The Company shall not be liable in respect of
- 1 loss or damage of or to
    - i) Money or securities unless specifically insured.
    - ii) gold, silver articles, watches, jewellery, precious stones, medals, coins, curios, sculptures, rare books, plans, moulds, designs, deeds, bonds, business books or papers unless specifically insured.
    - iii) any part of the Property while in the open or in any outbuilding, unless specified in the Schedule or by endorsement.
    - iv) computer systems records.
  - b) expedited or in any way brought about by the Insured or any member of the Insured's family household or any employee of the Insured or by any person lawfully on the premises. by or consequent upon fire or explosion.
- 2 consequential loss or damage of any kind or description
- 3 loss or damage which is recoverable under Fire or Plate glass insurance policy or any other policy.
- 4 Loss of Money and/or Property abstracted from any safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.
- 5 loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exception only combustion shall include any self- sustaining process of nuclear fission.
- 6 any loss destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 7 any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, civil commotion, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.
- 8 loss or damage directly or indirectly, proximately or remotely occasioned by or which arises of or in connection with riot or strike, earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.
- 9 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 Exception, 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. This Exception also excludes loss, damage, cost or expenses whatsoever nature directly or indirectly caused by resulting from or





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in connection any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism. In any action, suit or proceedings where the Company alleges that by reason of Exception(s) A.7 to 9 above, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon you.

B. This Policy shall cease to attach if the Premises shall have been left uninhabited by day and night for seven or more consecutive days and nights, while the Premises are left uninhabited unless the consent of the Company to the continuance of insurance is obtained and signified on the Policy.

### Claims Conditions

#### 1. Fraud - Forfeiture of Cover

If any claim shall be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain benefit under this Policy all benefit hereunder shall be forfeited.

#### 2. Notification and Procedure

On the discovery of any event which may give rise to a claim under this Policy the Insured shall

- a) forthwith give written notice to the Company stating all particulars then known to the Insured.
- b) notify the Police immediately.
- c) take all practical steps to help in identifying the guilty person and recovering the property lost.
- d) within 14 days after the event or within such further period as the Company may agree, supply at the request of and free of expense to the Company all such proofs, information and other evidence with respect to the claim as the Company may reasonably require including
  - full information in writing about the claim,
  - details of all other insurances relating to the claim,
  - all business invoices, accounts and other documents in support of the claim.

#### 3. Recoveries

The Company shall be entitled in the Company's own or the Insured's name to take steps for the recovery of any part of the Property lost or for securing reimbursement in respect of any loss or damage and the Insured shall give the Company all information and assistance in so doing.

#### 4. Right of Ownership after Payment

Upon payment of any claim under this Policy (other than for repair) any part of the Property in respect of which payment is made shall belong to the Company subject to the Insured's right to reclaim it upon repayment to the Company of the amount so paid.

#### 5. Indemnity

The Company may at its option, reinstate, replace or repair the Property or Premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably and sufficient manner and in no case 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 and more than the Sum Insured thereon.



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In any case, the amount payable shall not exceed market value at the time of loss or the Sum Insured whichever is less.

### 6. Other Insurances - Contribution

If at the time any claim arises under this Policy there be any other insurance covering the same loss or damage the Company shall not pay more than its rateable proportion of such claim.

### 7. Differences

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties hereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this Policy. It is hereby stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators as to the amount of the claim shall be first obtained. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 3 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of law or be pending reference before the ombudsman then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Please note

- a) items covered by this Policy may be subject to average (see General Condition 4),
- b) the Sums Insured in the Policy will be reduced by the amount of any claims paid until the next renewal date,
- c) on request, following a claim, the Company will consider reinstating the original Sums Insured. An additional premium, revised terms and further precautions may be necessary.

### General Conditions

#### 1. IMPORTANT: Security Measures - Insured's Duties

- a) The Insured shall take all reasonable precautions to prevent loss and damage.
- b) All locks, bolts, intruder alarm systems and other protective devices shall be in full operation during any time the Premises are left unattended or closed for business.
- c) All keys (including those relating to any part of the intruder alarm system) shall be
  - i) removed from the Premises or
  - ii) placed within a locked safe or strongroom in any Building provided the keys to such safe or strong room are removed from the Premises during any time the Premises are left unattended or closed for business.
    - a) All notes of combination lock letters and numbers for safes and strongrooms must be removed from the Premises at all times that the Premises are left unattended or closed for business.



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### **2. Notice**

Every notice and communication to the Company required by this Policy shall be in writing to the office of the Company through which this insurance is effected.

### **3. Duty of disclosure**

This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact.

### **4. Underinsurance Condition (Average)**

Unless otherwise stated the Sum Insured for each Item of this Policy will be subject separately to the following condition. If the total value of all Property covered under an item shall at the time of loss or damage be greater than the Sum Insured thereon the Company will pay only that proportion of the loss or damage which the Sum Insured bears to such value.

### **5. Changes in Risk - Notification to the Company**

If after the acceptance of this insurance by the Company there be any change in the circumstances of the risk the Insured shall forthwith give notice thereof to the Company. The Company shall not be liable in respect of loss or damage occurring subsequent to such change unless its written acceptance thereof has been obtained.

### **6. Transfer of Interest**

The Company shall in no case be bound to accept notice of any transfer of interest (otherwise than by will or operation of law) arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.

### **7. Cancellation**

The Company may at any time cancel this Policy on the grounds of mis-representation, fraud, non-disclosure of material facts on the Proposal Form or non-cooperation by the insured, by giving fifteen (15) days' notice in writing by courier/registered post/acknowledgement due post to the Insured at address recorded / updated in the policy. In the event of such cancellation on the grounds of mis-representation or fraud or non-disclosure of material facts, the policy shall be void, no refund of premium shall be made and no claim shall be payable under the policy. In the event of cancellation on the grounds of non-cooperation, the company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

The Insured may also cancel this Policy by giving fifteen (15) days notice in writing to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of the notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scale as mentioned below provided that no refund of premium shall be made if any claim has been made under the Policy by or on behalf of the insured.



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Policy Period Required	% of Annual Premium
Not exceeding 1 month	20% of Annual Premium
Not exceeding 2 months	30% of Annual Premium
Not exceeding 3 months	40% of Annual Premium
Not exceeding 4 months	50% of Annual Premium
Not exceeding 5 months	60% of Annual Premium
Not exceeding 6 months	70% of Annual Premium
Not exceeding 7 months	80% of Annual Premium
Not exceeding 8 months	90% of Annual Premium
Exceeding 8 months	Full Annual Premium

**8. Items which form part of a set or pair**

Where any items insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set and not more than proportionate part of the insured value of the pair or set.

**9. Maintenance of books**

The Insured shall keep a daily record of the amount of cash contained in the safe or strongroom and such record shall be deposited in a secure place other than the safe or strongroom and produced as documentary evidence in support of a claim under this Policy.

**10. Renewal notice:**

The Company shall not be bound to accept any renewal premium nor give notice that such is due. The product / plan may be withdrawn at any time, by giving a notice before 3 months from the next renewals to the Insured by Courier / Registered Post / Acknowledgement due post at the address recorded / updated in the policy. When the policy is withdrawn, the product / plan shall not be available for renewal at the due date. However, the cover under such policy shall continue till the expiry date shown in the schedule of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites.

**11. Grievance Redressal Procedure:**

In case the Insured Person is aggrieved in any way, the Insured Person may contact the Company at the specified address, during normal business hours for the following grievances:

- a. Any partial or total repudiation of claims by the Company.
- b. Any dispute regard to premium paid or payable in terms of the policy.
- c. Any dispute on the legal construction of the policies in so far as such disputes relate to claims.
- d. Delay in settlement of claims.
- e. Non-issue of any insurance document to customer after receipt of the premium.
- f. Any other grievance.



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The Insured Person may approach the Insurance Ombudsman; within whose jurisdiction the branch or office of Royal Sundaram General Insurance Co. Limited is located. The Insurance Ombudsman's offices are located at Ahmedabad, Bengaluru, Bhubaneswar, Bhopal, Chandigarh, Chennai, Ernakulam, Guwahati, Jaipur, Kolkata, Lucknow, Noida, Patna, Pune, Hyderabad, Mumbai and Delhi. For detailed grievance redressal procedure and for Contact Details of Insurance Ombudsman, please visit our website [www.royalsundaram.in](http://www.royalsundaram.in).



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### **SECTION III** **MONEY**

This Policy, the Schedule, Endorsement and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

1. The Insurer will provide insurance in the terms of this Policy in consideration of the premium being paid by the Insured and in reliance upon the Proposal provided by or on behalf of the Insured
2. The following shall be conditions precedent to any liability of the Company.
  - a) Observance of the terms of this Policy relating to anything to be done or complied with by the Insured.
  - b) The truth of the Proposal.

### **DEFINITIONS**

#### **For the purposes of this Policy**

1. Proposal shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
2. Money shall mean cash, bank notes, currency notes, treasury notes/bills, uncrossed cheques other than pre-signed blank cheques, travelers cheques, bills of exchange, trading stamps, current postage stamps and stamps of any other kind used in normal commercial activities, crossed cheques other than pre-signed blank cheques, crossed cheques and drafts, crossed postal and money orders and crossed bankers' drafts belonging to the Insured. Unless specifically agreed and mentioned in the schedule the coverage is extended only to Indian currency.
3. Money in Transit shall mean Money in direct transit between places as mentioned in the schedule in the care and custody of the Insured employee of the Insured, authorised by the Insured to carry such money.
4. Working Hours shall mean the period during which the Premises are actually occupied for the purposes of the Business as specified in the schedule and during which the Insured or those of the Insured's employees who are entrusted with Money are in the Premises.
5. Burglary shall mean theft following upon an actual forcible visible and violent entry to and/or exit from the Premises
6. Hold-up shall mean removal of Money by threat of physical violence against the Insured or any employee of the Insured.
7. Transit shall mean within city/municipal limits unless specifically agreed.

### **INSURANCE**

The Company will indemnify the Insured against loss of

- a) Money in Transit by, hold-up, theft or any other fortuitous cause
- b) Money by Burglary or Hold-up whilst the Money is retained at insured Premises in a locked safe(s) or a strongroom or a steel almirah/steel cup board
- c) Money kept in till or counter in the Premises during Working hours due to Burglary or Hold-up
- d) due to damage caused by thieves to any safe or strongroom belonging to the Insured at the Premises during the course of Burglary or Hold-up. Such claim shall be restricted to actual amount or 5% of sum insured for cash in safe whichever is less





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happening during any Period of Insurance within the Geographical Limits but so far as each item is concerned not exceeding the Limit of Liability any one loss as stated in the Schedule.

### EXCEPTIONS

The Company shall not be liable in respect of loss

1. of Money where the Insured or his employee is involved as principal or accessory except loss due to act of infidelity by the employee of the Insured while committed carrying cash and discovered within 48 hours of the occurrence.
2. loss of money entrusted to any person other than the Insured or its employee
3. loss of money from the premises kept outside a locked safe/strongroom/ steel almirah/steel cupboard beyond Working hours
4. due to the use of counterfeit Money.
5. or shortage due to clerical or accounting errors or omissions or due to depreciation in value.
6. of Money from machines operated by coins tokens or currency notes.
7. of Money from any unattended vehicle
8. of Money in the custody or control of a professional carrier.
9. of Money from any room left unattended and unlocked during Working Hours unless contained in a locked safe cupboard or desk of which the key has been removed from such room.
10. destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
11. of Money from safe or strong room following the use of the key to the safe /strong room/steel cupboard/steel almirah or any duplicate thereof belonging to the Insured unless this has been obtained from the Insured or employee of the Insured by threat or by violence.
12. or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exception only combustion shall include any self-sustaining process of nuclear fission.
13. destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
14. or damage arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot, strike or civil commotion.
15. arising out of consequential loss or legal liability of any kind
16. contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
17. damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion an act of terrorism means an act, 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 organisations) 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.

This Exclusion 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.



## **ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED**

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Corporate Office: Vishranthi Melaram Towers, No. 2/319, Rajiv Gandhi Salai (OMR), Karapakkam, Chennai – 600 097

Call: 1860 425 0000. Email – [customer.services@royalsundaram.in](mailto:customer.services@royalsundaram.in)

Website: [www.royalsundaram.in](http://www.royalsundaram.in)

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18. arising out of

- (i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data,
- (ii) error in creating, amending, entering, deleting or using electronic data, or
- (iii) total or partial inability or failure to receive, send, access or use electronic data for any time or at all.

### **CLAIMS CONDITIONS**

#### **1. Fraud - Forfeiture of Cover**

If any claim shall be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain benefit under this Policy all benefit hereunder shall be forfeited.

#### **2. Notification and Procedure**

On the discovery of any event which may give rise to a claim under this Policy the Insured shall

- a) forthwith give written notice to the Company stating all particulars then known to the Insured.
- b) lodge complaint with the Police immediately in respect of any loss or damage
- c) take all practical steps to discover any guilty person and recover the property lost.
- d) within 30 days after the event or within such further period as the Company may agree, supply at the request of and free of expense to the Company all such proofs, information and other evidence with respect to the claim as the Company may reasonably require including
  - full information in writing about the claim,
  - details of all other insurances relating to the claim,
  - business receipts and other documents in support of the claim.

#### **3. Recoveries**

The Company shall be entitled in the Company's own or the Insured's name to take steps for the recovery of any Money lost or for securing reimbursement in respect of any loss or damage and the Insured shall give the Company all information and assistance in so doing.

#### **4. Other Insurances - Contribution**

If at the time any claim arises under this Policy, the Insured is or would but for the existence of this Policy be entitled to indemnity under any other policy or policies the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

#### **5. Arbitration**

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties hereto 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, as amended from time to time.





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

It is hereby stipulated and declared that it shall be the condition precedent to any right of 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. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for a claim hereunder and such claim shall not within 3 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law or pending reference before the ombudsman then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder

### GENERAL CONDITIONS

#### 1. **IMPORTANT:** Security Measures - Insured's Duties

- a) The Insured shall take all reasonable precautions to prevent loss and damage.
- b) All locks, bolts, intruder alarm systems and other protective devices shall be in full operation during any time the Premises are left unattended or closed for business.
- c) All keys (including those relating to any part of the intruder alarm system) shall be
  - i) removed from the Premises or
  - ii) placed within a locked safe or strongroom in any building provided the keys to such safe or strongroom are removed from the Premises during any time the Premises are left unattended or closed for business.
- d) All notes of combination lock letters and numbers for safes and strongrooms containing Money must be removed from the Premises at all times that the Premises are left unattended or closed for business.
- e) The Insured shall maintain in force during the currency of this Policy a maintenance contract in respect of every intruder alarm system installed at the Premises. Such contract shall be effected with the supplier of the system or a contractor which is fully approved by the supplier of the system.
- f) The Insured shall immediately notify the Company if written notice is received from the relevant Police force that response to alarm signals from the Premises may be withdrawn.
- g) The Insured shall notify the Company and obtain the Company's agreement prior to replacing, extending or otherwise modifying any intruder alarm system including all lines and equipment used to transmit signals to and from the Premises.

#### 2. **Changes in Risk - Notification to the Company**

If after the acceptance of this insurance by the Company, there be any change in the circumstances of the risk the Insured shall forthwith give notice thereof to the Company. The Company shall not be liable in respect of loss or damage occurring subsequent to such change unless its written acceptance thereof has been obtained.

#### 3. **Transfer of Interest**

The Company shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.



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**4. Premium Adjustment**

If any part of the Premium or Renewal Premium is calculated on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each Period of Insurance furnish such information as the Company may require. The Premium or Renewal Premium shall thereupon be adjusted and the difference paid by or allowed to the Insured.

**5. Cancellation**

The Company may at any time cancel this Policy on the grounds of mis-representation, fraud, non-disclosure of material facts on the Proposal Form or non-cooperation by the insured, by giving fifteen (15) days’ notice in writing by courier/registered post/acknowledgement due post to the Insured at address recorded / updated in the policy. In the event of such cancellation on the grounds of mis-representation or fraud or non-disclosure of material facts, the policy shall be void, no refund of premium shall be made and no claim shall be payable under the policy. In the event of cancellation on the grounds of non-cooperation, the company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

The Insured may also cancel this Policy by giving fifteen (15) days notice in writing to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of the notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company’s short period scale as mentioned below provided that no refund of premium shall be made if any claim has been made under the Policy by or on behalf of the insured.

<b>Policy Period Required</b>	<b>% of Annual Premium</b>
Not exceeding 1 month	20% of Annual Premium
Not exceeding 2 months	30% of Annual Premium
Not exceeding 3 months	40% of Annual Premium
Not exceeding 4 months	50% of Annual Premium
Not exceeding 5 months	60% of Annual Premium
Not exceeding 6 months	70% of Annual Premium
Not exceeding 7 months	80% of Annual Premium
Not exceeding 8 months	90% of Annual Premium
Exceeding 8 months	Full Annual Premium

**6. Maintenance of books & keys**

The Insured shall maintain proper accounts on day to day basis and also keep a daily record of the amount of cash contained in the safe / strong room/steel almirah/steel cup board and such record shall be deposited in a secure place other than the said safe/strong room/steel almirah/steel cup board, and produced as documentary evidence in support of a claim under this Section of this Policy. The keys of the safe/strong room/steel almirah/steel cup board shall not be left on the Premises out of Working hours unless the Premises are occupied by the Insured or any authorised employee in which case such keys if left on the Premises shall be deposited in a secure place not in the vicinity of the safe/strong room/steel almirah/steel cup board.



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### **Renewal notice:**

The Company shall not be bound to accept any renewal premium nor give notice that such is due. The product / plan may be withdrawn at any time, by giving a notice before 3 months from the next renewals to the Insured by Courier / Registered Post / Acknowledgement due post at the address recorded / updated in the policy. When the policy is withdrawn, the product / plan shall not be available for renewal at the due date. However, the cover under such policy shall continue till the expiry date shown in the schedule of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites.

### **Grievance Redressal Procedure:**

In case the Insured Person is aggrieved in any way, the Insured Person may contact the Company at the specified address, during normal business hours for the following grievances:

- a. Any partial or total repudiation of claims by the Company.
- b. Any dispute regard to premium paid or payable in terms of the policy.
- c. Any dispute on the legal construction of the policies in so far as such disputes relate to claims.
- d. Delay in settlement of claims.
- e. Non-issue of any insurance document to customer after receipt of the premium.
- f. Any other grievance.

The Insured Person may approach the Insurance Ombudsman; within whose jurisdiction the branch or office of Royal Sundaram General Insurance Co. Limited is located. The Insurance Ombudsman's offices are located at Ahmedabad, Bengaluru, Bhubaneshwar, Bhopal, Chandigarh, Chennai, Ernakulam, Guwahati, Jaipur, Kolkata, Lucknow, Noida, Patna, Pune, Hyderabad, Mumbai and Delhi. For detailed grievance redressal procedure and for Contact Details of Insurance Ombudsman, please visit our website [www.royalsundaram.in](http://www.royalsundaram.in).



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### **SECTION IV** **EMPLOYEE DISHONESTY**

Whereas the Insured described in the Schedule hereto (hereinafter called the `Insured') by a proposal and declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED (formerly known as Royal Sundaram Alliance Insurance Company Limited) (hereinafter called the `Company') for the insurance hereinafter contained and has paid the premium stated in the said Schedule as consideration for such insurance during the period stated in the said Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy.

Now, this Policy witnesseth that subject to the terms provisos exceptions conditions and definitions contained herein or endorsed or otherwise expressed hereon the Company agrees to indemnify the Insured against any direct pecuniary loss sustained by reason of any act of fraud or dishonesty committed by any Employee during the Period of Insurance and during the period of uninterrupted service of such Employee with the Insured and discovered during the continuance of this Policy or within twelve calendar months of the expiry thereof and in the case of death, dismissal, resignation or retirement of the Employee within twelve calendar months of such death, dismissal, resignation or retirement whichever of these events shall first happen.

#### **PROVIDED ALWAYS THAT**

- i. The liability of the Company shall not exceed
  - (a) in respect of any Employee the Amount Guaranteed stated against his name or against the relevant Category of Employee in the Schedule
  - (b) in respect of all claims under this policy, the Aggregate Limit of Guarantee
- ii. If this policy shall be continued in force for more than one Period of Insurance or if any liability shall exist on the part of the Company under this Policy and also under any other policy in respect of fraud or dishonesty of the Employee, the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company arising from any number of acts of fraud or dishonesty committed by such Employee shall not exceed the Amount Guaranteed hereunder nor the limit of the insurer's liability under any other such policy as aforesaid whichever is the greater.
- iii. The Company shall not be liable to pay more than one claim in respect of the actions of any one Employee.

#### **EXCEPTIONS**

The Company shall not be liable in respect of losses arising elsewhere than in India.

#### **DEFINITION**

The term "Employee" wherever appearing in this policy means any person (other than a person whose employment is of a casual nature or who is employed otherwise than for the purposes of the



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Insured's business) who has entered into a contract of employment with the Insured whether such contract of employment is express or implied, oral or in writing.

### CONDITIONS

The Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

1. On the discovery of any act or default or any circumstances which may give rise to a claim, the Insured shall:
  - (a) forthwith give written notice to the issuing office of the Company;
  - (b) immediately take all steps to prevent further loss;
  - (c) supply at the request of and free of expense to the Company all such proof, information and other evidence (verified by statutory declaration if so required) relating to the claim as the Company may require.
2. If the Insured is or shall hereafter be guaranteed by any other person, society or company or hold any other security or insurance against such loss as is hereby guaranteed, the Insured shall only be liable to bear its rateable proportion of such loss with such person, society or company or securities or insurance.
3. Any money of the Employee in the hands of the Insured and any money which but for the Employee's dishonesty would have been due to the Employee from the Insured shall be deducted from the amount otherwise payable under this policy. Any money recovered after the settlement of any claim shall be the property of the Company not exceeding, however, the amount paid by the Company.
4. The Insured shall if and when required by the Company but at the expense of the Company, use all diligence in prosecuting any Employee for conviction for any act which such Employee shall have committed and in consequence of which a claim may be made under this Policy. The Insured shall at the Company's expense give all information and assistance to enable the Company to sue for and obtain reimbursement from any such Employee by reason of whose acts or defaults a claim has been made, or against the estate of such Employee, for money which the Company shall have become liable to pay in respect thereof.
5. Unless the Company be advised and its written approval be obtained, the Company shall not be liable hereunder in the event of any change in the nature of the Business of the Insured or in the duties and conditions of service of the Employee or if remuneration of the Employee be reduced or its basis altered or if the precautions stated by the Insured with regard to accounting be not duly followed or if the Insured shall continue to entrust the Employee with money or goods after having knowledge of any material fact bearing on the honesty of the Employee.
6. If any part of the premium or renewal is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of



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insurance, furnish such information as the Company may require. The premium or renewal premium shall thereupon be adjusted and the difference paid by or allowed to the insured.

7. If required by the Company, the authorized representative of the Company shall in case of any loss to the Insured be permitted at all reasonable times to examine the circumstances of such loss and the Insured shall on being required so to do by the Company produce all books of accounts, receipts, or documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way enable the Company to ascertain the correctness thereof or the liability of the Company under this policy.
8. The Policy shall be null and void in the event of misrepresentation, misdescription or nondisclosure in any material particular or if a claim be fraudulent or any fraudulent means or devices be used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.
9. The Company shall be entitled at its own expenses and for its own benefit, in the name of the Insured to prosecute all claims and exercise all rights of action competent to the Insured against the Employee in respect of any act insured against in connection with which it may have made payment under this Policy and the Insured shall give to the Company all such information and assistance as may be reasonably required for the exercise of such claims or rights.
10. The Company may at any time cancel this Policy on the grounds of mis-representation, fraud, non-disclosure of material facts on the Proposal Form or non-cooperation by the insured, by giving fifteen (15) days' notice in writing by courier/registered post/acknowledgement due post to the Insured at address recorded / updated in the policy. In the event of such cancellation on the grounds of mis-representation or fraud or non-disclosure of material facts, the policy shall be void, no refund of premium shall be made and no claim shall be payable under the policy. In the event of cancellation on the grounds of non-cooperation, the company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

The Insured may also cancel this Policy by giving fifteen (15) days' notice in writing to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of the notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scale as mentioned below provided that no refund of premium shall be made if any claim has been made under the Policy by or on behalf of the insured.

<b>Policy Period Required</b>	<b>% of Annual Premium</b>
Not exceeding 1 month	20% of Annual Premium
Not exceeding 2 months	30% of Annual Premium
Not exceeding 3 months	40% of Annual Premium
Not exceeding 4 months	50% of Annual Premium
Not exceeding 5 months	60% of Annual Premium
Not exceeding 6 months	70% of Annual Premium
Not exceeding 7 months	80% of Annual Premium
Not exceeding 8 months	90% of Annual Premium
Exceeding 8 months	Full Annual Premium





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11. The Company shall not be bound to accept any renewal premium nor to give notice that such is due. Every renewal premium which shall be paid and accepted in respect of this Policy shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration hereinbefore mentioned and that nothing is known to the Insured that may result in any aggravation of the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by the authorized official of the Company.
12. For the purpose of identifying the Employee in all cases of change of residence or occupation or change of name whether by marriage or otherwise, due notice thereof in writing shall be given by the Insured to the Company.
13. The Company shall not be bound to give notice or be effected by any notice of any trust, charge, lien, assignment or other dealing with or relating to any contract of insurance and the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the Company.
14. Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially effect the Company notwithstanding subsequent acceptance of any premium.
15. **Arbitration and Disclaimer:** If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties hereto 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 or 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, as amended from time to time.  
It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.  
It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or 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 Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within 3 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law or pending reference before the ombudsman, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
16. The due observance and fulfillment of the terms, provisions, conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.





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17. In the event of any transfer of interest except by death this insurance shall cease unless expressly agreed to by the Company and noted on this Policy by endorsement.

### **Renewal notice:**

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### **Grievance Redressal Procedure:**

In case the Insured Person is aggrieved in any way, the Insured Person may contact the Company at the specified address, during normal business hours for the following grievances:

- a. Any partial or total repudiation of claims by the Company.
- b. Any dispute regard to premium paid or payable in terms of the policy.
- c. Any dispute on the legal construction of the policies in so far as such disputes relate to claims.
- d. Delay in settlement of claims.
- e. Non-issue of any insurance document to customer after receipt of the premium.
- f. Any other grievance.

The Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Royal Sundaram General Insurance Co. Limited is located. The Insurance Ombudsman's offices are located at Ahmedabad, Bengaluru, Bhubaneshwar, Bhopal, Chandigarh, Chennai, Ernakulam, Guwahati, Jaipur, Kolkata, Lucknow, Noida, Patna, Pune, Hyderabad, Mumbai and Delhi. For detailed grievance redressal procedure and for Contact Details of Insurance Ombudsman, please visit our website [www.royalsundaram.in](http://www.royalsundaram.in).



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### **SECTION V** **PUBLIC LIABILITY**

This is a “Claims Made” Policy. This Policy covers only claims notified to the Company during the Period of Insurance. The Limit of Indemnity applies to all damages and costs and expenses, including those incurred by both the Insured and the Company.

This Policy the Schedule and any Memoranda attached to this Policy provide the details of a single contract of insurance between the Company as one party and all persons and legal entities named as the Insured as the other party

**Please read and check the details of this Policy carefully to ensure its accuracy and see that it meets your requirements**

This Policy the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

#### **The Insured and the Company agree**

1. The Proposal shall be incorporated in and be the basis of the contract
2. The Insured will pay the Premium
3. The Company will subject to the terms of this Policy provide the Insurance
4. The following shall be conditions precedent to any liability of the Company
  - a) Observance of the terms of this Policy relating to anything to be done or complied with by the Insured
  - b) the truth of the Proposal

#### **Definitions**

For the purposes of this Policy

1. Business shall include
  - a) the ownership repair and maintenance of the Insured's own property
  - b) the provision and management of canteen social sports and welfare organisations for the benefit of the Insured's employees and first aid fire and ambulance services
  - c) fire and security services maintained solely for the protection of premises owned or occupied by the Insured for the purposes of the Business
2. Damage shall mean physical loss or damage and shall include all resultant loss of use of anything physically lost or damaged.



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3. Electronically Stored Information shall mean code data files formulae instructions programs and any other type of information stored electronically in or on any computer server embedded system or other electronic equipment or on any form of Media for use with such equipment Media shall include but not be limited to software firmware and all formats of compact disks and computer disks
4. Employee shall mean any
  - a) person under a contract of service or apprenticeship with the Insured
  - b) person hired to or borrowed by the Insured
  - c) self-employed person
  - d) person employed by labour only sub-contractorswhile working for the Insured in connection with the Business
5. Geographical Limits shall mean
  - a) Territory of India
  - b) elsewhere in the world but only in respect of Injury or Damage which arises out of the activities of a person whose normal place of residence is in the Territory of India but is away for a short time in connection with the Business of the Insured
6. Injury shall mean bodily injury disease or illness including death resulting therefrom.
7. Loss shall mean
  - a) Damages claimant's costs and expenses for which the Insured is liable at law and
  - b) Other costs and expenses incurred either by the Company or by or on behalf of the Insured with the Company's written consent
8. Pollutants shall mean any solid liquid gaseous or thermal irritant or contaminant and the like including but not limited to smoke vapour soot fumes acids alkalis bacteria chemicals sewage and waste. Waste includes materials to be recycled reconditioned or reclaimed.
9. Products shall mean all goods or products supplied by the Insured together with containers packaging and instructions supplied therewith
10. Proposal shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor



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Call: 1860 425 0000. Email – [customer.services@royalsundaram.in](mailto:customer.services@royalsundaram.in)

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11. Tangible Property shall mean property of a tangible form other than Electronically Stored Information

### **Insurance**

The Company will indemnify the Insured against Loss arising out of any claim first made against the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance in respect of

- a) accidental Injury to persons
- b) accidental Damage to Tangible Property

happening within the Geographical Limits in connection with the Business of the Insured

### **Limit of Indemnity**

The total amount payable by the Company under this Policy for Loss in respect of

- a) one claim or all claims of a series (whether arising in one Period of Insurance or not) consequent on or attributable to one source or original cause
- b) all claims made against the Insured during the Period of Insurance arising out of releases (including discharge dispersal seepage migration and escape) of Pollutants

shall not exceed the Limit of Indemnity irrespective of the number of parties entitled to indemnity under this Policy.

### **Exceptions**

The Company shall not be liable in respect of

1. Injury or Damage caused by or arising in connection with the ownership possession or use by or on behalf of the Insured of mechanically propelled vehicles locomotives aircraft aerial devices aerospace devices hovercraft or water-borne craft
2. Injury to any Employee or any claim arising under any Workmen's Compensation law
3. Damage to
  - a) any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of support
  - b) property owned leased rented or occupied by the Insured.
  - c) property held in trust by or in the custody or control of the Insured other than premises at which the Insured is undertaking work in connection with the Business



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- d) that part of any property worked upon by the Insured or any person acting on behalf of the Insured which arises out of such work
- 4. claims arising out of liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement
- 5. claims arising out of a breach of the duty owed in a professional capacity by the Insured
- 6. claims arising out of advice design formula or specification provided for a fee
- 7. claims arising out of
  - a) Damage to Electronically Stored Information
  - b) any error in creating amending entering deleting or using Electronically Stored Information
  - c) the total or partial inability or failure to receive send access or use Electronically Stored Information
- 8. Injury or Damage directly or indirectly caused by or arising out of Pollutants unless caused by or arising out of an identifiable unexpected and accidental release (including discharge dispersal seepage migration and escape) of Pollutants which commences during any Period of Insurance and is
  - a) detected within 7 days of its commencement and
  - b) reported to the Company within 7 days of its being detected

For the purposes of this Policy the commencement of any intermittent release shall be deemed to be at the start of the first release of the series
- 9. claims damages costs and expenses arising out of any obligation on the Insured or others to test for monitor clean up remove contain treat detoxify or neutralise or in any way respond to or assess the effects of Pollutants on structures premises sites or land currently or previously owned occupied used by or under the control of the Insured where the obligation arises out of such ownership occupancy use or control by the Insured
- 10. a) Products supplied except for food and drink supplied by the Insured in canteens and sports and social clubs provided by the Insured for the use of Employees
  - b) contract work executed by the Insured
- 11. the costs of recall removal repair alteration replacement or reinstatement of any Product supplied or contract work executed by the Insured
- 12. the costs of remedying any defect or alleged defect in premises sold or otherwise disposed of by the Insured



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13. claims arising out of Injury to persons or Damage to Tangible Property happening before the Retroactive Date
14.
  - a) fines or penalties
  - b) aggravated exemplary or punitive damages
15.
  - a) Injury directly or indirectly caused by arising out of or in any respect based upon or related to
    - i) the inhalation ingestion or bodily absorption of Asbestos
    - ii) any actual or suspected exposure to Asbestos
  - b) Damage directly or indirectly caused by arising out of or in any respect related to Asbestos
  - c) the cost of cleaning up removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos or any material containing Asbestos

For the purposes of this Exception Asbestos shall mean all categories varieties and forms of asbestos together with fibres and particles thereof and shall include but not be limited to chrysotile and all asbestiform amphiboles including crocidolite amosite actinolite anthophyllite tremolite richterite and winchite

16. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - a) nuclear weapons material
  - b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel For the purpose of the Exception combustion shall include any self-sustaining process of nuclear fission
17. any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
18.
  - a) Injury or Damage 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 such Injury or Damage
  - b) Injury or Damage directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any Act of Terrorism



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For the purposes of this Exception Act of Terrorism shall mean 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) which from its nature or context is done for or in connection with political religious ideological ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear

### 19. **Electromagnetic Radiation Exclusion**

The Company shall not be liable in respect of Injury or Damage caused by or arising out of or allegedly due to exposure to or contact with Electromagnetic Radiation

### **Extension**

The following shall be indemnified subject to the Limit of Indemnity in this Policy as if a separate policy had been issued to each

1. the personal representatives of the Insured in respect of liability incurred by the Insured
2. if the Insured so requests
  - a) any principal for whom the Insured is carrying out work in connection with the Business in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
  - b) any director or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
  - c) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire and ambulance services in their respective capacities as such

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply

### **General Conditions**

#### 1. **Duty of Care**

The Insured shall take reasonable precautions to prevent Injury and Damage and to comply with all obligations and regulations set out in any legislation applicable or imposed by any authority and to maintain all buildings furnishings ways and works machinery and plant in sound condition The Insured at his own expense shall cause any defect or danger to be made good or remedied as soon as possible after discovery and in the meantime shall cause such additional precautions to be taken as the circumstances may require

#### 2. **Passenger Lifts Boilers and Pressure Vessels**

The Insured shall cause all passenger lifts boilers and pressure vessels for which the Insured has responsibility to be inspected at his own expense at least once per year by a suitably





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qualified engineer. Any recommendations regarding overhaul repair or maintenance made during or following such inspection shall be implemented as soon as practicable by the Insured

**3. More Than One Named Insured**

The first named Insured shall act on behalf of itself and all other persons or legal entities named as the Insured for all purposes of this Policy. If the first named Insured ceases to be covered under this Policy the next named Insured shall thereafter be regarded as the “first named Insured”

**4. Premium Adjustment**

If any part of the Premium or Renewal Premium is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record The Insured shall within one month from the expiry of each Period of Insurance furnish such information as the Company may require The Premium or Renewal Premium shall thereupon be adjusted and the difference paid by or allowed to the Insured

**5. Cancellation**

The Company may at any time cancel this Policy on the grounds of mis-representation, fraud, non-disclosure of material facts on the Proposal Form or non-cooperation by the insured, by giving fifteen (15) days’ notice in writing by courier/registered post/acknowledgement due post to the Insured at address recorded / updated in the policy. In the event of such cancellation on the grounds of mis-representation or fraud or non-disclosure of material facts, the policy shall be void, no refund of premium shall be made and no claim shall be payable under the policy. In the event of cancellation on the grounds of non-cooperation, the company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

The Insured may also cancel this Policy by giving fifteen (15) days’ notice in writing to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of the notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company’s short period scale as mentioned below provided that no refund of premium shall be made if any claim has been made under the Policy by or on behalf of the insured.

<b>Policy Period Required</b>	<b>% of Annual Premium</b>
Not exceeding 1 week	10 % of Annual Premium
Not exceeding 1 month	25 % of Annual Premium
Not exceeding 2 months	35 % of Annual Premium
Not exceeding 3 months	50 % of Annual Premium
Not exceeding 4 months	60 % of Annual Premium
Not exceeding 6 months	75 % of Annual Premium
Not exceeding 8 months	85 % of Annual Premium
Exceeding 8 months	Full Annual Premium



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### **6. Policy Dispute Clause**

It is hereby agreed to by the parties herein to the contract that any dispute regarding interpretation of the terms, conditions, limitations and/or exclusions shall always be subjected to Indian Law and each Party agree to submit to the jurisdiction of any Court of competent jurisdiction within India and comply with all requirements necessary in such Court of jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court only.

### **Extension of Period of Insurance**

If the Company refuses to invite renewal of this Policy for reasons other than non-compliance with the terms of this Policy the Period of Insurance due to expire upon the Renewal Date shall be extended for an uninterrupted period of one year in respect of claims arising out of any event or circumstance reasonably expected to give rise to claims which was notified to the Company in writing by the Insured under this Policy at any time prior to the commencement date for this Extension

Provided that this Extension shall not apply in respect of

- a) any claims or Loss indemnifiable under any subsequent insurance arranged by the Insured
- b) claims excluded under Exception 13

### **Claims Conditions**

#### **1. Reporting of any Incident by the Insured**

When the Insured becomes aware of any event or circumstance which may give rise to a claim (regardless of any Excess) the Insured must notify the Company immediately in writing with full particulars. The notification of any such event or circumstance does not constitute notice of a claim

#### **2. Claims Correspondence**

Every letter claim writ summons and process shall be forwarded to the Company on receipt Written notice shall also be given to the Company immediately the Insured shall have knowledge of any prosecution or inquest in connection with any event for which there may be liability under this Policy

#### **3. Series of Claims**

All claims of a series (whether arising in one Period of Insurance or not) consequent on or attributable to one source or original cause shall be considered to be one claim

#### **4. Conduct of Claim**

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim and shall have full discretion in the conduct of



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any proceedings and in the settlement of any claim The Insured shall give all such assistance as the Company may require

### 5. **Limit of Company's Liability**

The Limit of Indemnity together with all other limits of the Company's liability stated in the Policy the Schedule or any Memoranda attached to the Policy shall be the maximum amount payable by the Company in the circumstances described irrespective of the number of persons or legal entities named as the Insured and any other persons or legal entities which may be entitled to indemnity under this Policy

For the purposes of the Limits of Indemnity and all other limits of the Company's liability all persons or legal entities named as the Insured together with any other persons or legal entities which may be entitled to indemnity under this Policy shall be treated as one party

### 6. **Company's Option**

In connection with any claim or series of claims made against the Insured consequent on or attributable to one source or original cause the Company may at any time after the deduction of any Excess pay to the Insured the Limit of Indemnity (after deduction of any sums already paid for Loss) or any less amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith

### 7. **Contribution**

If at the time of any claim there is or but for the existence of this Policy there would be other insurance covering the same liability the indemnity provided by this Policy will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected.

### **Renewal notice:**

The Company shall not be bound to accept any renewal premium nor give notice that such is due. The product / plan may be withdrawn at any time, by giving a notice before 3 months from the next renewals to the Insured by Courier / Registered Post / Acknowledgement due post at the address recorded / updated in the policy. When the policy is withdrawn, the product / plan shall not be available for renewal at the due date. However, the cover under such policy shall continue till the expiry date shown in the schedule of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites.

### **Grievance Redressal Procedure:**

In case the Insured Person is aggrieved in any way, the Insured Person may contact the Company at the specified address, during normal business hours for the following grievances:

- a. Any partial or total repudiation of claims by the Company.
- b. Any dispute regard to premium paid or payable in terms of the policy.
- c. Any dispute on the legal construction of the policies in so far as such disputes relate to claims.
- d. Delay in settlement of claims.



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- e. Non-issue of any insurance document to customer after receipt of the premium.
- f. Any other grievance.

The Insured Person may approach the Insurance Ombudsman; within whose jurisdiction the branch or office of Royal Sundaram General Insurance Co. Limited is located. The Insurance Ombudsman's offices are located at Ahmedabad, Bengaluru, Bhubaneshwar, Bhopal, Chandigarh, Chennai, Ernakulam, Guwahati, Jaipur, Kolkata, Lucknow, Noida, Patna, Pune, Hyderabad, Mumbai and Delhi. For detailed grievance redressal procedure and for Contact Details of Insurance Ombudsman, please visit our website [www.royalsundaram.in](http://www.royalsundaram.in).