

ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED Regd Office: 21, Patullos Road, Chennai 600 002.

Corporate Office: "Vishranthi Melaram Towers",2/319, Rajiv

Gandhi Salai, Karapakkam, Chennai 600 097. Ph: 91-44-7117 7117, 1860 425 0000.

Email:customer.services@royalsundaram.in

Website:www.royalsundaram.in

IRDA Regn. No. 102|CIN-U67200TN2000PLC045611

#### 360 DEGREE BUSINESS SHIELD POLICY-SOOKSHMA ALTERNATE PRODUCT

# SECTION I FIRE & ALLIED PERILS-SOOKSHMA ALTERNATE

You chose this Royal Sundaram Bharat Sookshma Udyam Suraksha – Alternate Product 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**

- Your Policy: This Royal Sundaram Bharat Sookshma Udyam Suraksha Alternate
   Product Policy is a contract between You and Us as stated in the following:
- i. This Policydocument;
- 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 proposal 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.



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- 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 the Policy as an additional Clause.
- **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 havepurchased,
  - 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 Words:** Words stated in the table below have a special meaning throughout this Policy and the Policy Schedule. These words with special meaning are stated in the Policy with the first letter in capitals.

Word/s	Specific meaning	
Agreed Value An amount agreed between You and Us at the Policy		
	Commencement Date for items the value of which cannot be	
	ascertained.	
Bank	A bank or any financial institution	



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Word/s	Specific meaning				
Building	Any building or structure in Your Premises, where You carry on Your Business.				
	It includes:				
	a. Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc.				
	b. The following 'additional structures' located on Your Premises and used for Your Business, that are shown in the Policy Schedule:				
	<ul> <li>i. garage, out-houses, security sheds, towers, verandah or porch tanks, compound walls, retaining walls, fences, gates and interna roads,</li> </ul>				
	i. lifts, hoists,				
	i 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,				
	iv. water, gas and sewage pipeline within Your premises or				
	v. any other structure shown in the Policy Schedule.				
Business	Your commercial enterprise, trade or profession as shown in the Policy Schedule.				
Commencement Date	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.				
Contents	Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.				



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Word/s	Specific meaning

Word/s	Specific meaning
Endorsement	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.
Excess	It is the amount that You must bear in each and every claim
	before We become liable to pay.
Insurable Assets	All Buildings, Plant and Machinery, Furniture, Fixtures and Fittings, Stocks
	and 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.
Insured Property	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.
Kutcha Construction	Building(s) having walls and/or roofs of wooden planks/thatched leaves
	and/or grass/hay of any kind/bamboo/plastic Cloth /asphalt /canvas /
	tarpaulin and the like.
Market Value	Market Valuemeans new Replacement/ Reinstatement
	Value minus depreciation reckoned as on the date of loss.
Money	Cash, bank and currency notes, credit cards, telephone cards, cheques,
	crossed banker's 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.



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Word/s	Specific meaning		
Partial Loss	Any loss other than Total Loss.		
Plant and Machinery	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.		
Policy Period	Policy period means the period commencing from the effective		
	date and time as shown in the Policy Schedule and terminating at		
	Midnight on the expiry date as shown in the Policy Schedule or on the		
	termination of or the cancellation of Insurance as provided for in Clause		
	G (III) of this Policy, whichever is earlier.		
Policy Schedule	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in		
	Clause A (3) of this Policy.		
Premium	The premium is the amount You pay Us for this insurance. The Policy		
	Schedule shows the amount of premium for the Policy Period and all		
	other taxes and levies.		
Pucca Construction	Construction other than Kutcha Construction.		
Reinstatement/	Reinstatement/Replacement is defined as:		
Replacement	i the reconstruction of buildings or replacement of other property		
	lost or destroyed.		
	i. the repair or partial replacement of property damaged.		
	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.		



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Word/s	Specific meaning	
Reinstatement/Replacement Value	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.	
Stocks	Any stock of goods or merchandise. It may be:  i. Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch,  ii. Raw materials, packing materials, or  iii. Stock held in trust for which You are responsible.  iv. Stock in Open in the Insured Premises	
Sum Insured	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.	
Total Loss  We, Us, Our, Insurer	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.  Royal Sundaram General Insurance Co. Limited that has provided	
You, Your, Insured	Insurance Cover under this Policy; of the Company.  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	



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Your Premises	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.

## i) Insured Events

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

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

	Column A	Column B
	We cover physical loss or damage, or	We do not cover loss or damage, or
	destruction caused to the Insured Property by	destruction caused to the Insured Property by
1.	Fire, including due to its own	caused by
	fermentation, or natural heating or	a. its undergoing any heating or drying
	spontaneous combustion.	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	-



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4.	Storm, Cyclone, Typhoon, Tempest,	-
	Hurricane, Tornado, Tsunami, Flood	
	and Inundation	
5.	Subsidence of the land on which Your	caused by
	Premises stand, Landslide, Rockslide	a. normal cracking, settlement or bedding
		down of new structures,
		b. the settlement or movement of made up ground,
		c. coastal or rivererosion,
		d. defective design or workmanship or use of defective materials, or
		e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
6.	Bush fire, Forest fire, Jungle fire	-
7.	Impact damage of any kind, i.e.,	a. caused by pressure waves caused
	damage caused by impact of, or	by aircraft or other aerial or space devices
	collision caused by any external	travelling at sonic or supersonic speeds.
	physical object (e.g. vehicle, animal,	b. caused by vehicle, animal or aircraft
	falling trees, aircraft, wall etc.)	belonging to or owned by Insured or their
		employee while acting in the course of
		employment.
8.	Missile testing operations	-
9.	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



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			lawful authority, or
		C	temporary or permanent dispossession of
			any Building by unlawful occupation by any
			person.
10.	Bursting or overflowing of water		
	tanks, apparatus and pipes		
11.	Leakage from automatic sprinkler	a.	repairs or alterations in the Building in
	installations.		which Your Business is located,
		b.	repairs, removal or extension of any
			sprinkler installation, or
		C.	defects in the construction known to You.
12.	Theft within 7 (seven) days from the	if i	t is
	occurrence of and proximately caused	a.	of any article or thing outside Your
	by any of the above Insured Events		Premises, or
		b.	of any article or thing attached from
		d.	the outside of the outer walls or the roof of Your Premises, unless securely
			mounted.

# ii) Optional Covers

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	Column A	Column B		
	We cover physical loss or damage, or	We do not cover loss or damage, or		
	destruction caused to the Insured Property by	destruction caused to the Insured Property by		
1.	Earthquake, volcanic eruption, or other convulsions of nature***	-		



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2.	Acts of terrorism***	If coverage is not opted, excluded as per
	If coverage is opted, Coverage as	Terrorism Damage Exclusion Clause as below.
	per Terrorism Inclusion Clause attached.	

# **Terrorism Damage Exclusion Clause**

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, 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 organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 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.

This exclusion also includes loss, damage, cost or expense 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 the above.

#### 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 **Inbuilt** 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

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#### **i.** 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.

**E** Bullion or unset precious stones, any curios or works of art or obsolete machinery and the like areto 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 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 the Insured Property, We will also pay for the following loss or damage and expenses.

# 4.1. Additions, alterations or extensions:

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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



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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,
- i. such item of Property is not otherwise insured,
- ii. maximum limit under this cover is 15% (excluding stocks),
- iv. subject to Underinsurance provisions 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.
- i. You have declared stocks as a single value reflecting the aggregate Sum Insured.
- ii. 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 stock temporarily removed to any other premises for the purposes of fabrication, processing or finishing, or other similar purposes subject to the following conditions:

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

#### 4.4. Cover for Specific Contents:

We cover the following, as applicable:

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



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- c. 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.
- d 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 insured risk consequent upon a loss or damage covered by this policy for an amount not exceeding ₹1 Lakh (Rupees One 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:

- 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;
- i. The maximum We pay is 5 % of the claim amount;
- ii. 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



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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.
- ii. 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.
  - 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:



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- 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.
- 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.
- lonising 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
  - i. an Insured Event itself results from pollution or contamination.



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unless such amount is declared separately and recorded in the Policy Schedule.

- 1. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.
- Loss or damage to any Insured Property removed from Your Premises to any other place, except
  - Machinery and equipment temporarily removed for repairs, cleaning,
     renovation or other similar purposes for a period not exceeding 60 days,
  - i. Stock covered under Clause (C) (4.3) of this Policy-.
- B Any reduction in market value of any Insured Property after its repair or reinstatement.
- 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.
- 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.
  - i. 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



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Machinery or Furniture, Fixture, Fittings.

- i. Reconstruction of the new building on the same site, or another site. If You reconstruct the new Building or Reinstate 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.
- 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,
  - i. total manufacturing cost for Stock of finished goods,
  - ii. the input value of Stock in process at the time of 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 of 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,



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- i. If You do not wish to Reinstate 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 upto 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



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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.

i. 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 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.
- 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:

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



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## 5. Allow inspection and investigation of claim

You must allow and give full cooperation to 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 an insured peril. You must answer all questions asked regarding Your claim truthfully and completely and submit all relevant 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:

- a. You can cancel this Policy at any time during the policy period by informing the Company.
- We can cancel the Policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.

The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.



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# 2. 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 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;
  - i. 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



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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
- ii. 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,
  - i. Your name.
  - ii. 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,
  - vi. particulars of any other insurance of the Insured Property, Your Premises or any



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other Property on Your Premises.

- vii. 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,
  - i. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity, and
  - ii. 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.

#### 4. Submit claim

a.

- b. 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.
- c. You must state in Your claim the details of any other insurance policy that covers the damage UIN No: IRDAN102RP0002V01202324 RS/FPP 360 Degree(SAP)/Nov/2024/V1.0 Page **23** of **62**



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or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.

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i. 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.
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.

Documents to establish cause, extent, and adjustment of loss as per policy terms will be required to be submitted. In General, the following documents are required:

- Claim form
- Fire Brigade Report / FIR
- Meteorological Report in case of Act of God Perils, Books of Accounts
- Stock Register
- Copy of Asset Register
- Repair / Replacement Estimate, Repair / Reinstatement Bills, Proof of Reinstatement
- CKYC documents PAN, ROC certificate, Aadhaar, GST Registration Certificate
- Any other Document There may be specific requirements depending upon the merits of each case.

# **Turn Around Time for claims settlement:**

15 working days from the date of receipt of survey report or last document / clarification from the Insured / Surveyor whichever is later.

#### 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,



reconstruction/replacement/repairs.

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IRDA Regn. No. 102|CIN-U67200TN2000PLC045611 vouchers, invoices pertaining to costs incurred by You for

- i. 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.
- ii. 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 claim which is false or fraudulent, 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 Insurers that have given You the other policies.
- iv. We will ensure that Our actions do not impose any liability on You.
- Where Bank or other lending or Financial entity is involved In case there is more than one insurance policy issued to the customer / policyholder covering



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the same risk, the insurer will not apply contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.

## 8. Our rights relating to Insured Property

- i. We must investigate/survey to confirm 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 and inspect the Insured Property,
  - We will ask You to give to Us any items of the Contents of Your Premises, and hold it with Us for the purposes of examination, testing, or any other investigation, or
  - 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

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- 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 the 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.
- 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.
- 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, 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.

## 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.** In case of any grievance You may contact the company through Website: https://www.royalsundaram.in/customer-service



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Contact Numbers: 1860 258 0000, 1860 425 0000

E-mail: manager.care@royalsundaram.in

Sr. Citizen can email us at: seniorcitizengrievances@royalsundaram.in

Fax: 044-7117 7140

Courier: Grievance Redressal Unit

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers,

No.2/319, Rajiv Gandhi Salai (OMR) Karapakkam,

Chennai - 600097.

You may also approach the grievance cell at any of the company's branches with the details of grievance. If You are not satisfied with the redressal of grievance through one of the above methods, You may contact the grievance officer

Mr. T M Shyamsunder

Grievance Redressal Officer,

Royal Sundaram General Insurance Co. Limited,

Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR),

Karapakkam,

Chennai - 600097.

For updated details of grievance officer, kindly refer the link http://www.royalsundaram.in. If You are not satisfied with the redressal of grievance through above methods, the You may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management system <a href="https://bimabharosa.irdai.gov.in">https://bimabharosa.irdai.gov.in</a>.

## 2. Consumer Affairs Department of IRDAI

- a. In case if 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 e-mail to complaints@irdai.gov.in. You can also make use of IRDAI's online portal Bima Bharosa Portal by registering Your complaint at <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a>
- b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. 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.



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c. You can visit the portal <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a> for more details.

# 3. Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, 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 or of the General Insurance Council at <a href="https://www.cioins.co.in/ombudsman">https://www.cioins.co.in/ombudsman</a> or on company website <a href="https://www.cioins.co.in/ombudsman">www.royalsundaram.in</a>.

## 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

**E-mail:** customer.services@royalsundaram.in

**Customer Service:** 1860 425 0000

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#### RS/PROP/Fire/Clause-038 - Communicable Disease Exclusion clause

- 1. Notwithstanding any provision, clause or term of this Policy to the contrary, this Policy excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):
  - 1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto, and



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- 1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.
- 2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:
  - 2.1 the disease includes, but is not limited an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and
  - 2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and
  - 2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and
  - 2.4 the disease, substance or agent is such:
    - 2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or
    - 2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.

For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid-19) and any variation or mutation thereof.

- For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:
  - 3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or
  - 3.2 change in consumer behaviour, or

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- 3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this policy.
- 4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this policy that is affected by such Communicable Disease.
- 5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this policy including, but not limited to, any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this policy by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) any change in the law, clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this policy that would otherwise be excluded through the exclusion set forth in this Endorsement.
- 6. If the insurer alleges that by reason of this Endorsement any amount is not covered by this policy, the burden of proving the contrary shall rest in the insured.

#### RS/PROP/Fire/Clause-040 - CYBER LOSS LIMITED EXCLUSION CLAUSE

- 1 Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this insurance agreement excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
- 1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2;
- 1.2 any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.
- 2 Subject to the other terms, conditions and exclusions contained in this insurance agreement, this insurance agreement will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils:
- Fire



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Explosion

#### **Definitions**

- Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
- Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

# SECTION II BURGLARY

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

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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.



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## 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
  - b. Premises or
  - c. 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 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



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# 1 loss or damage

- a) 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.
- c) 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.
- 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.
- 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 occassioned 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.



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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 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.
  - e) Documents to establish cause, extent, and adjustment of loss as per policy terms will be required to be submitted. In General, the following documents are required
    - Claim form
    - FIR/Final Report
    - Proof in support of Cause of Loss/Operation of Insured peril
    - Books of Accounts



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- Stock Register
- o Repair / Reinstatement Bills
- o Proof of Reinstatement
- CKYC documents PAN, ROC certificate, Aadhaar, GST Registration Certificate
- Any other document: There may be specific requirements depending upon the merits of each case.

#### **Turn Around Time for claims settlement:**

15 working days from the date of receipt of survey report or last document / clarification from the Insured / Surveyor whichever is later.

#### 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. 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.

## Where Bank or other lending or Financial entity is involved -

In case there is more than one insurance policy issued to the customer / policyholder covering the same risk, the insurer will not apply contribution clause. Underinsurance will be applied on an overall



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basis taking into consideration the sum insured under all policies and comparing it with the value at risk.

#### 7. Differences

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 strong room 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.
- d) All notes of combination lock letters and numbers for safes and strong rooms must be removed from the Premises at all times that the Premises are left unattended or closed for business.

#### 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)

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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 insured can cancel this Policy at any time during the policy period by informing the Company.

The Company can cancel the Policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.

The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

## 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 strong room and such record shall be deposited in a secure place other than the safe or strong room 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.



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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:

1. In case of any grievance the insured person may contact the company through

Website: https://www.royalsundaram.in/customer-service

Contact Numbers: 1860 258 0000, 1860 425 0000

E-mail: manager.care@royalsundaram.in

Sr. Citizen can email us at : seniorcitizengrievances@royalsundaram.in

Fax: 044-7117 7140

Courier: Grievance Redressal Unit

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers,

No.2/319, Rajiv Gandhi Salai (OMR) Karapakkam,

Chennai – 600097.

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer

Mr. T M Shyamsunder

Grievance Redressal Officer.

Royal Sundaram General Insurance Co. Limited,

Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR),

Karapakkam,

Chennai - 600097.

For updated details of grievance officer, kindly refer the link http://www.royalsundaram.in.

If Insured Person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management system <a href="https://bimabharosa.irdai.gov.in">https://bimabharosa.irdai.gov.in</a>.

## 2. Consumer Affairs Department of IRDAI

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- 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 e-mail to complaints@irdai.gov.in. You can also make use of IRDAI's online portal Bima Bharosa Portal by registering Your complaint at <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a>
- b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. 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 <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a> for more details.

## 3. Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, 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 <a href="https://www.cioins.co.in/ombudsman">www.irdai.gov.in</a> or of the General Insurance Council at <a href="https://www.cioins.co.in/ombudsman">https://www.cioins.co.in/ombudsman</a> or on company website <a href="https://www.royalsundaram.in">www.royalsundaram.in</a>.

# 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.

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- 2. Money shall mean cash, bank notes, currency notes, treasury notes/bills, uncrossed cheques other than pre-signed blank cheques, travellers 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 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

- 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.



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Ph: 91-44-7117 7117, 1860 425 0000. Email:customer.services@royalsundaram.in Website:www.royalsundaram.in IRDA Regn. No. 102|CIN-U67200TN2000PLC045611

- 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.

## 18. arising out of

- (i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data, or
- (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



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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.
- (e) Documents to establish cause, extent, and adjustment of loss as per policy terms will be required to be submitted. In General, the following documents are required
  - o Claim form
  - o FIR/Final Report
  - Proof in support of Cause of Loss/Operation of Insured peril
  - Books of Accounts
  - Stock Register
    - Repair / Reinstatement Bills
    - Proof of Reinstatement
    - CKYC documents PAN, ROC certificate, Aadhaar, GST Registration Certificate
    - Any other document: There may be specific requirements depending upon the merits of each case.

#### **Turn Around Time for claims settlement:**

15 working days from the date of receipt of survey report or last document / clarification from the Insured / Surveyor whichever is later.

# 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.



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# Where Bank or other lending or Financial entity is involved -

In case there is more than one insurance policy issued to the customer / policyholder covering the same risk, the insurer will not apply contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.

## **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.

## 4. Premium Adjustment



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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 insured can cancel this Policy at any time during the policy period by informing the Company.

The Company can cancel the Policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.

The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

## 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.

#### 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:**

1. In case of any grievance the insured person may contact the company through

Website: https://www.royalsundaram.in/customer-service

Contact Numbers: 1860 258 0000, 1860 425 0000

E-mail: manager.care@royalsundaram.in

UIN No: IRDAN102RP0002V01202324

Sr. Citizen can email us at : seniorcitizengrievances@royalsundaram.in

Fax: 044-7117 7140

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Courier: Grievance Redressal Unit Royal Sundaram General Insurance Co. Limited Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai – 600097.

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer

Mr. T M Shyamsunder

Grievance Redressal Officer.

Royal Sundaram General Insurance Co. Limited,

Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR),

Karapakkam,

Chennai - 600097.

For updated details of grievance officer, kindly refer the link http://www.royalsundaram.in.

If Insured Person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management system <a href="https://bimabharosa.irdai.gov.in">https://bimabharosa.irdai.gov.in</a>.

## 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 e-mail to complaints@irdai.gov.in. You can also make use of IRDAI's online portal – Bima Bharosa Portal by registering Your complaint at <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a>

b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. 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 https://bimabharosa.irdai.gov.in/ for more details.

#### 3. Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on



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the website of the Insurance Regulatory and Development Authority of India (IRDAI) at <a href="https://www.irdai.gov.in">www.irdai.gov.in</a> or of the General Insurance Council at <a href="https://www.cioins.co.in/ombudsman">https://www.cioins.co.in/ombudsman</a>

# 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

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- (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 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.

## **Documents required for Claim processing:**

- Claim form
- Wage Register / Attendance Register
- Statement of the insured/claimant describing the cause of loss along with witness statement,
- FIR in support of accident,
- Post Mortem Report in case of Death Claim,



- Disability certificate in case of Disability claims,
- All Original Medical Bills / Receipts, Birth certificate for age proof,
- CKYC documents PAN, ROC certificate, Aadhaar, GST Registration Certificate
- Medical Certificate
- Wages Statement

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- Proof of age as recorded by the employer
- Any other Document, based on nature of claim

## **Turn Around Time for claims settlement:**

15 working days from the date of receipt of survey report or last document / clarification from the Insured / Surveyor whichever is later / Court Award.

- 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.



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- 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 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. Cancellation:

The insured can cancel this Policy at any time during the policy period by informing the Company. The Company can cancel the Policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.

The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

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



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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. The due observance and fulfilment 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.
- 16. 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:

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:**

1. In case of any grievance the insured person may contact the company through Website: https://www.royalsundaram.in/customer-service



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Gandhi Salai, Karapakkam, Chennai 600 097. Ph: 91-44-7117 7117, 1860 425 0000. Email:customer.services@royalsundaram.in

Website:www.royalsundaram.in

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Contact Numbers: 1860 258 0000, 1860 425 0000

E-mail: manager.care@royalsundaram.in

Sr. Citizen can email us at : seniorcitizengrievances@royalsundaram.in

Fax: 044-7117 7140

Courier: Grievance Redressal Unit

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers,

No.2/319, Rajiv Gandhi Salai (OMR) Karapakkam,

Chennai – 600097.

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer

Mr. T M Shyamsunder

Grievance Redressal Officer.

Royal Sundaram General Insurance Co. Limited,

Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR),

Karapakkam,

Chennai – 600097.

For updated details of grievance officer, kindly refer the link http://www.royalsundaram.in.

If Insured Person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management system <a href="https://bimabharosa.irdai.gov.in">https://bimabharosa.irdai.gov.in</a>.

#### 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 e-mail to complaints@irdai.gov.in. You can also make use of IRDAI's online portal – Bima Bharosa Portal by registering Your complaint at <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a>
- b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. 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 <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a> for more details.



Website:www.royalsundaram.in IRDA Regn. No. 102|CIN-U67200TN2000PLC045611

#### 3. Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, 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 or of the General Insurance Council at https://www.cioins.co.in/ombudsman

# 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**



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Gandhi Salai, Karapakkam, Chennai 600 097. Ph: 91-44-7117 7117, 1860 425 0000.

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## 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.
- 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-contractors while 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
- 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



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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

- 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 aerospatial devices hovercraft or water-borne craft
- 2. Injury to any Employee or any claim arising under any Workmen's Compensation law
- 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
  - 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
  - 1. detected within 7 days of its commencement and



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2. 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
- 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 Asbestosii) 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



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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 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
  - 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 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



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Gandhi Salai, Karapakkam, Chennai 600 097. Ph: 91-44-7117 7117, 1860 425 0000.

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#### 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 insured can cancel this Policy at any time during the policy period by informing the Company.

The Company can cancel the Policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.

The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

# 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



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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.

Documents to establish cause, extent, and adjustment of loss as per policy terms will be required to be submitted. In General, the following documents are required:

- Claim form
- Detailed note on the event leading to the loss, Any Legal notice /
- summon received from the aggrieved party,
- Defense initiated from your end, if so what are the grounds, Post Mortem Report in case of Death Claim,
- Disability certificate in case of Disability claims,
- CKYC documents PAN, ROC certificate, Aadhaar, GST Registration Certificate Etc.
- Any other Document directly related to and based on nature of claim

## 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 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



ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED Regd Office: 21, Patullos Road, Chennai 600 002. Corporate Office: "Vishranthi Melaram Towers",2/319, Rajiv Gandhi Salai, Karapakkam, Chennai 600 097.

Ph: 91-44-7117 7117, 1860 425 0000. Email:customer.services@royalsundaram.in Website:www.royalsundaram.in IRDA Regn. No. 102|CIN-U67200TN2000PLC045611

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.

## Where Bank or other lending or Financial entity is involved -

In case there is more than one insurance policy issued to the customer / policyholder covering the same risk, the insurer will not apply contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.

#### 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:**

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. In case of any grievance You may contact the company through

Website: https://www.royalsundaram.in/customer-service

Contact Numbers: 1860 258 0000, 1860 425 0000

E-mail: manager.care@royalsundaram.in

Sr. Citizen can email us at: seniorcitizengrievances@royalsundaram.in

Fax: 044-7117 7140

Courier: Grievance Redressal Unit

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers,

No.2/319, Rajiv Gandhi Salai (OMR) Karapakkam,

Chennai - 600097.

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You may also approach the grievance cell at any of the company's branches with the details of grievance. If You are not satisfied with the redressal of grievance through one of the above methods, You may contact the grievance officer

Mr. T M Shyamsunder

Grievance Redressal Officer,

Royal Sundaram General Insurance Co. Limited,

Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR),

Karapakkam,

Chennai – 600097.

For updated details of grievance officer, kindly refer the link http://www.royalsundaram.in. If You are not satisfied with the redressal of grievance through above methods, the You may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management system <a href="https://bimabharosa.irdai.gov.in">https://bimabharosa.irdai.gov.in</a>.

# 2. Consumer Affairs Department of IRDAI

- a. In case if 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 e-mail to complaints@irdai.gov.in. You can also make use of IRDAI's online portal Bima Bharosa Portal by registering Your complaint at <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a>
- b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. 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 <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a> for more details.

# 3. <u>Insurance Ombudsman</u>

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You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, 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 or of the General Insurance Council at <a href="https://www.cioins.co.in/ombudsman">https://www.cioins.co.in/ombudsman</a> or on company website <a href="https://www.cioins.co.in/ombudsman">www.royalsundaram.in</a>.



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