



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

(formerly known as Royal Sundaram Alliance Insurance Company Limited)

Regd Office 21 Patullos Road, Chennai – 600 002.

Corporate Office: Vishranthi Melaram Towers, No. 2/319, Rajiv Gandhi

Salai (OMR), Karapakkam, Chennai – 600 097

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

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

IRDA Registration No. 102 | CIN – U67200TN2000PLC045611

### **HOTEL SHIELD POLICY** **SECTION I** **FIRE & ALLIED PERILS**

IN CONSIDERATION of the Insured named in the Schedule hereto having paid to the **ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED** (formerly known as Royal Sundaram Alliance Insurance Company Limited) (hereinafter called the 'Company') the full premium mentioned in the said schedule, THE COMPANY AGREES, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the said Schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof :

#### **I Fire**

Excluding destruction or damage caused to the property insured by

- a) i) its own fermentation, natural heating or spontaneous combustion
- ii) its undergoing any heating or drying process.
- b) burning of property insured by order of any Public Authority.

#### **II Lightning**

#### **III Explosion/Implosion**

Excluding loss, destruction of or damage

- a) to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
- b) caused by centrifugal forces.

#### **IV Aircraft Damage**

Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

#### **V Riot, Strike and Malicious Damage**

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

- 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) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.



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- c) Permanent or temporary dispossession of any building or plant or unit of machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- d) Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the Insured.

### Terrorism Damage Exclusion Warranty:

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.

### VI Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake" shall stand deleted).

### VII Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by

- a) the Insured or any occupier of the premises or
- b) their employees while acting in the course of their employment.

### VIII Subsidence and Landslide including Rock slide

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:

- a) the normal cracking, settlement or bedding down of new structures
- b) the settlement or movement of made up ground
- c) coastal or river erosion
- d) defective design or workmanship or use of defective materials
- e) demolition, construction, structural alterations or repair of any property or ground works or excavations

### IX Bursting and/or overflowing of Water Tanks, Apparatus and Pipes



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X Missile testing operations

XI Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by

- a) Repairs or alterations to the buildings or premises
- b) Repairs, Removal or Extension of the Sprinkler Installation
- c) Defects in construction known to the Insured.

XII Bush Fire

Excluding loss, destruction or damage caused by Forest Fire.

PROVIDED that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

### (A) GENERAL EXCLUSIONS

1) This Policy does not cover

(i) Standard Fire and Special Perils Policy (except dwellings with individual owners)

a)	Policies having Sum Insured up to INR 10 crs per location	5% of claim amount subject to a minimum of INR 10,000
b)	Policies having Sum Insured above INR 10 crs per location upto INR 100 crs per location	5% of claim amount subject to a minimum of INR 25,000
c)	Policies having Sum Insured above INR 100 crs per location upto INR 1500 crs per location	5% of claim amount subject to a minimum of INR 5 lakhs
d)	Policies having Sum Insured above INR 1500 crs per location upto INR 2500 crs per location	5% of claim amount subject to a minimum of INR 25 lakhs
e)	Policies having Sum Insured above INR 2500 crs per location	5% of claim amount subject to a minimum of INR 50 lakhs

The limit for Sum Insured is combined limit for MD + BI per location.

The Excess shall apply per event per Insured.

2) Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.

3) Loss, destruction or damage directly or indirectly caused to the property insured by

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof



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- 4) Loss, destruction or damage caused to the insured property by pollution or contamination excluding
  - a) pollution or contamination which itself results from a peril hereby insured against
  - b) any peril hereby insured against which itself results from pollution or contamination
- 5) Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.
- 6) Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature
- 7) Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
- 8) Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
- 9) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 10) Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
- 11) Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, and Malicious Damage cover.
- 12) Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, volcanic eruption or other convulsions of nature.
- 13) Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

### **(B) GENERAL CONDITIONS**

- 1) THIS POLICY shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
- 2) All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED such a fall or displacement is not caused by insured perils, loss or damage which is covered by this policy or would be covered if such building, range of buildings or structure were insured under this policy

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the



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insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect

3) Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company :-

a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils

b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days **(not applicable for dwellings)**.

c) If the interest in the property passes from the insured otherwise than by will or operation of law.

4) This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

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

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

Policy Period Required	% of Annual Premium
Not exceeding 15 days	10% of Annual Premium
Not exceeding 1 month	15% of Annual Premium
Not exceeding 2 months	30% of Annual Premium
Not exceeding 3 months	40% of Annual Premium
Not exceeding 4 months	50% of Annual Premium
Not exceeding 5 months	60% of Annual Premium
Not exceeding 6 months	70% of Annual Premium
Not exceeding 7 months	75% of Annual Premium
Not exceeding 8 months	80% of Annual Premium
Not exceeding 9 months	85% of Annual Premium
Exceeding 9 months	Full Annual Premium

6 (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company



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- a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
- b) Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with

(ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder

- 7) On the happening of loss or damage to any of the property insured by this policy, the Company may
  - a) enter and take and keep possession of the building or premises where the loss or damage has happened.
  - b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
  - c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same
  - d) sell any such property or dispose of the same for account of whom it may Concern

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

- 8) If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this policy shall be forfeited.





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9) If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstate or replace shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition

10) If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

11) If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

12) The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

13) If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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



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14) Every notice and other communication to the Company required by these conditions must be written or printed.

15) At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

### **Renewal notice:**

The Company shall not be bound to accept any renewal premium nor give notice that such is due.

The product / plan may be withdrawn at any time, by giving a notice before 3 months from the next renewals to the Insured by Courier / Registered Post / Acknowledgement due post at the address recorded / updated in the policy. When the policy is withdrawn, the product / plan shall not be available for renewal at the due date. However, the cover under such policy shall continue till the expiry date shown in the schedule of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites.

### **Grievance Redressal Procedure:**

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

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

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





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

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

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

The Insured and the Company agree

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

#### **Interpretations**

For the purposes of this Policy

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

#### **Insurance**

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

Provided such damage is not otherwise insured the Company will in addition by payment (or at its option by repair reinstatement or replacement) indemnify the Insured in respect of damage for which the Insured shall be liable caused to any Building at the Premises resulting directly from Burglary happening during any Period of Insurance

#### **Exceptions**

- A. The Company shall not be liable in respect of
  - 1 loss or damage



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- 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.

5 loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exception only combustion shall include any self- sustaining process of nuclear fission.

6 any loss destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

7 any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, civil commotion, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.

8 loss or damage directly or indirectly, proximately or remotely occasioned by or which arises of or in connection with riot or strike, earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.

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

For the purpose of this Exception, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

This Exception also excludes loss, damage, cost or expenses whatsoever nature directly or indirectly caused by resulting from or 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.



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

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Salai (OMR), Karapakkam, Chennai – 600 097

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

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

IRDA Registration No. 102 | CIN – U67200TN2000PLC045611

### **Claims Conditions**

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

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

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

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

a) forthwith give written notice to the Company stating all particulars then known to the Insured.

b) notify the Police immediately.

c) take all practical steps to help in identifying the guilty person and recovering the property lost.

d) within 14 days after the event or within such further period as the Company may agree, supply at the request of and free of expense to the Company all such proofs, information and other evidence with respect to the claim as the Company may reasonably require including

- full information in writing about the claim,
- details of all other insurances relating to the claim,
- all business invoices, accounts and other documents in support of the claim.

#### **3. Recoveries**

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

#### **4. Right of Ownership after Payment**

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

#### **5. Indemnity**

The Company may at its option, reinstate, replace or repair the Property or Premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably and sufficient manner and in no case the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage and more than the Sum Insured thereon. In any case, the amount payable shall not exceed market value at the time of loss or the Sum Insured whichever is less.

#### **6. Other Insurances - Contribution**

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

#### **7. Differences**

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties hereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be



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referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators as to the amount of the claim shall be first obtained.

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

Please note

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

### General Conditions

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

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

during any time the Premises are left unattended or closed for business.

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

#### 2. Notice

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

#### 3. Duty of disclosure

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

#### 4. Underinsurance Condition (Average)

Unless otherwise stated the Sum Insured for each Item of this Policy will be subject separately to the following condition.



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If the total value of all Property covered under an item shall at the time of loss or damage be greater than the Sum Insured thereon the Company will pay only that proportion of the loss or damage which the Sum Insured bears to such value.

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

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

### 6. Transfer of Interest

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

### 7. Cancellation

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

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

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

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

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



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### **9. Maintenance of books**

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

### **10. Renewal notice:**

The Company shall not be bound to accept any renewal premium nor give notice that such is due.

The product / plan may be withdrawn at any time, by giving a notice before 3 months from the next renewals to the Insured by Courier / Registered Post / Acknowledgement due post at the address recorded / updated in the policy. When the policy is withdrawn, the product / plan shall not be available for renewal at the due date. However, the cover under such policy shall continue till the expiry date shown in the schedule of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites.

### **11. Grievance Redressal Procedure:**

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

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

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





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### **SECTION III** **BUSINESS INTERRUPTION (FIRE)**

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to Royal Sundaram General Insurance Co. Limited (formerly known as Royal Sundaram Alliance Insurance Company Limited) (hereinafter filled the COMPANY) the Premium mentioned in this schedule, the Company agrees subject to the Special Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon and also to the Conditions and Exclusions contained in the STANDARD FIRE AND SPECIAL PERILS POLICY covering the interest of the Insured in the property at the premises (hereinafter called STANDARD FIRE AND SPECIAL PERILS POLICY)

THAT if any building or other property or any part thereof used by the Insured at the premises for the purpose of the Business be destroyed or damaged by the perils covered under the STANDARD FIRE AND SPECIAL PERILS POLICY, (Destruction or damage so caused being hereinafter termed Damage), and the Business carried on by the Insured at the Premises be in consequences thereof interrupted or interfered with. THEN THE COMPANY WILL PAY TO THE INSURED in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions contained therein:

PROVIDED THAT

1. Such Damages is caused at anytime after payment of the premium during the period of insurance named in the Schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy.
2. At the time of the happening of the Damage there shall be in force a STANDARD FIRE AND SPECIAL PERILS POLICY covering the interest of the Insured in the property at the premises against such damage and that payment shall have been made or liability admitted thereunder. However, this Proviso shall not apply where payment is not made under STANDARD FIRE AND SPECIAL PERILS POLICY, solely due to operation of a proviso in STANDARD FIRE AND SPECIAL PERILS POLICY excluding liability for losses below a specified amount.
3. The liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may hereafter be substituted thereof by memorandum duly signed by or on behalf of the Company.

#### **CONDITIONS**

1. The insurance by this Policy shall cease if.
  - a. The business be wound up or carried on by a Liquidator or Receiver or permanently discontinued
  - or
  - b. The Insured's interest ceases otherwise than by death.
  - or
  - c. any alteration be made either in the business or in the premises or property therein where by the risk of Damage is increased at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.
2. Notice shall be given to the Company of alteration in existing blocks, addition of new blocks and/or premises and /or deletion of existing blocks and/or premises during the currency of the Policy to enable the company to determine whether the basis rate of the Policy undergoes a



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change as a result of such inclusions/exclusions and to effect necessary adjustments in the premium under this policy.

3. On the happening of any Damage in consequence of which a claim is or may be made under this Policy the Insured shall.

- a. Forthwith give notice thereof to the Company.
- b. With due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss.
- c. not later than thirty days after the expiry of the period of Indemnity or within such further time as the Company may in writing allow at his own expense deliver to the Company in writing, a statement setting forth particulars of his claim together with details of all other insurances (if any) covering the Damage or any part of it or consequential loss of any kind resulting therefrom,
- d. at his own expense produce or procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

4. In no case whatsoever shall the Company be liable in respect of any claim under this policy after the expiration of:

- a. One year from the end of the period of indemnity or if later.
- b. Three months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim,

unless the claim is the subject of pending action or Arbitration.

5. This Policy and the Schedule annexed (which forms an integral part of this policy) shall be read together as one-contract, and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.

6. This insurance does not cover any loss resulting from damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences namely;

- a. War, invasion, act of foreign enemy, hostilities or Warlike Operations (whether war be declared or not), Civil war.
- b. Mutiny, Civil Commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.



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- c. In any action suit or other proceeding where the Company alleges that by reason of this provision of this condition any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

7. At all times during the period of insurance of this Policy, the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the Company for deduction from the claim amount when settled of pro-rata premium to be calculated from the date of loss till expiry of the Policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of loss exercises his option not to reinstate the Sum Insured as above.

### 8. Cancellation:

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

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

Policy Period Required	% of Annual Premium
Not exceeding 15 days	10% of Annual Premium
Not exceeding 1 month	15% of Annual Premium
Not exceeding 2 months	30% of Annual Premium
Not exceeding 3 months	40% of Annual Premium
Not exceeding 4 months	50% of Annual Premium
Not exceeding 5 months	60% of Annual Premium
Not exceeding 6 months	70% of Annual Premium
Not exceeding 7 months	75% of Annual Premium
Not exceeding 8 months	80% of Annual Premium
Not exceeding 9 months	85% of Annual Premium
Exceeding 9 months	Full Annual Premium



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### **9. 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.

### **10. Grievance Redressal Procedure:**

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

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

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



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### **SECTION IV**

#### **MACHINERY BREAKDOWN**

WHEREAS the Insured named in the Schedule hereto 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 as consideration for such Insurance in respect of accident or damage occurring during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of the Policy.

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to the terms, exceptions, exclusions, provisions and conditions contained herein or endorsed hereon, the Company will at its own option by payment or reinstatement or repair indemnify the Insured against unforeseen and sudden physical damage by any cause not hereinafter excluded to any Insured property specified in the attached Schedule (s) whilst in the premises therein mentioned necessitating its immediate repair or replacement. This Policy shall apply to the insured items after successful completion of their performance/acceptance tests, whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection. The liability of the Company for any one item of the insured property shall not exceed in the aggregate in any one Period of Insurance the Sum Insured set against such in the attached Schedule (s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

#### **GENERAL EXCEPTIONS:**

THE COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY IN RESPECT OF: -

1. Loss, damage and/or liability caused by or arising from or in consequence, directly or indirectly of fire including extinguishment of a fire or clearance of debris and dismantling necessitated thereby, smoke, soot, aggressive substance, lightning, explosion of any kind (other than bursting or disruption of turbines, compressors, cylinders of steam engines, hydraulic cylinders or fly wheels or other apparatus subject to centrifugal force, internal pressure) theft, collapse of buildings, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God, impact of land borne or waterborne or airborne craft or other aerial devices and/or articles dropped there from.

Any loss or damage by fire within the electrical appliances and installation insured by this Policy arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included), is covered, provided that this extension shall apply only to the particular electrical machine, apparatus, fixture, fitting or portions of the electrical installation so affected and not to other machines, apparatus, fixtures, fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.

2. Loss, damage and/or liability caused by or arising from or in consequence, directly of



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- a) War, Invasion, Act of foreign Enemy, Hostilities or war like operations (whether war be declared or not) Civil War, rebellion, revolution, Insurrection, Mutiny, Riot, Strike, lockout and Malicious Damage, Civil Commotion, Military or Usurped Power, Martial law, Conspiracy, Confiscation, Commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organisation, Requisition or Destruction or damage by order of any Government de jure or de facto or by any Public Municipal or Local Authority.
- b) Nuclear reaction, nuclear radiation or radioactive contamination.
3. Accident loss/damage and/or liability resulting from overload experiments or tests requiring the imposition of abnormal conditions.
4. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or renewal of the parts affected may be necessary.
5. Deterioration of or wearing away or wearing out any part of any machine caused by or naturally resulting from normal use or exposure.
6. Loss, damage and/or liability caused by or arising out of the willful act or willful neglect or gross negligence of the Insured or his responsible representatives.
7. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
8. Loss, damage and /or liability due to faults or defects existing at the time of commencement of this Insurance and known to the Insured or his responsible representative but not disclosed to the Company.
9. Loss of use of the Insured's plant or property or any other consequential loss incurred by the Insured.
10. Loss, damage and/or liability due to explosions in chemical recovery Boilers, other than pressure explosions for e.g. smelt, chemical, ignition, explosions etc.

### SPECIAL EXCLUSIONS:

The Company shall not be liable for –

1. The Excess, as stated in the Schedule, to be first borne by the Insured out of each and every claim. Where more than one item is damaged in one and the same occurrence, the Insured shall not however, be called upon to bear more than the highest excess applicable to any one such item.
2. Loss of or damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant, dowtherm) felts, endless conveyor belts or wires; sieves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating of metal parts
3. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or contract.





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In any action, suit or other proceedings where the Company alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

### **PROVISIONS**

#### **1. SUM INSURED**

It is the requirement of this Insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity which shall mean its replacement cost including freight and customs duties, if any, and erection costs.

#### **2. BASIS OF INDEMNITY**

- a. In cases where damage to an insured item can be repaired, the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop, customs duties if any to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by Insured the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced except for

- i. Wear and tear parts, and
- ii. Parts for which manufacturers have specified a fixed life for use and the like but the value of any salvage will be taken into account.

If the cost of repairs as detailed herein above equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) below.

- b. In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss including costs for ordinary freight, erection and customs duties if any provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed but the salvage will be taken into account.

Any extra charges incurred for overtime, night-work on public holidays, express freight are covered by this Insurance only if especially agreed to in writing.

In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available, the Company shall not be liable for the cost of making any such drawings patterns or core boxes

The cost of any alterations, improvements or overhauls shall not be recoverable under this policy

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses

If the sum insured is less than the amount required to be insured as per Provision 1 herein above, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured Every item if more than one shall be subject to this condition separately

The Company will make payments only after being satisfied, with the necessary bills and documents, that the repairs have been effected or replacements have taken place, as the case



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may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipments for reasons beyond their control. In such cases, claims can be settled on 'Indemnity Basis'.

### **3. INSPECTION OF TURBINES AND TURBO – GENERATORS**

All Mechanical and electrical parts of any steam turbine, gas turbine, or generator upto 30,000 KW shall be inspected and overhauled thoroughly under the supervision of Maker's representatives in the field in a Completely opened up state at least every two years: for turbines or generators exceeding 30,000 KW such inspection and overhaul shall take place after 32,000 hours of operation or every four years. The cost of inspection and overhauling shall be borne by the Insured and a copy of the Report issued by the Maker's representative or competent agency on such inspection and overhauling shall be furnished to the Company immediately after the work has been carried out.

The Insured shall arrange for these regular inspections in such a way as to enable the Company's representative to be present at the inspection at their own expenses. The Company shall be notified at least seven days in advance of the commencement of any overhauling necessary according to expert opinion.

If the Insured fails to comply with the requirements of this condition, the Company shall be free from all liability for loss or damage caused by any circumstances, whatsoever.

The Insured may apply for an extension of period between any two regular inspections and such extension may be considered if in the opinion of the Company the risk is not aggravated thereby.

### **4. CONDITIONS**

- a. This Policy and the attached Schedule (s) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the attached Schedule (s) shall bear the same meaning wherever they may appear.
- b. If a claim is in any respect fraudulent or if any false declaration is made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action, or suit is commenced within three months after such rejection or in case of arbitration taking place as provided therein within three months after the arbitrator or arbitrators or umpire have made their awards, all benefit under this policy shall be forfeited.
- c. 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 who shall be entitled, if they so desire to take over and conduct in the name of the Insured the defense or settlement of any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.
- d. The due observance and fulfillment of the terms, provisions and conditions of and endorsement on this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statement and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### **5. OBLIGATIONS OF THE INSURED:**

- a. The Insured shall take all reasonable steps to maintain the insured property in efficient working order and to ensure that no item is habitually or intentionally overloaded. The Insured shall fully observe the manufacturers' instructions for operating, inspection and



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overhaul, as well as Government, Statutory Municipal and all other binding regulations in force concerning the operation and maintenance of the insured plant and machinery.

- b. The Company's officials shall at all reasonable times have the right to inspect and examine any property insured hereunder and the Insured shall provide the officials of the Company with all details and information necessary for the assessment of the risk. The Company shall provide the Insured with a copy of the inspecting official's report which shall however be treated as strictly confidential both by the Insured and the Company.
- c. In the event of any:
  - i. material change in the original risk
  - ii. alteration, modification or addition to insured item.
  - iii. departure from prescribed operating conditions, whereby the risk of loss or damage increases
  - iv. changes in the Insured's interest (such as discontinuation or liquidation of the business or being placed in receivership)

taking place the Policy shall be void unless its continuance be agreed by endorsement signed by the Company.

### 6. DUTIES FOLLOWING AN ACCIDENT

In the event of any occurrence which might give rise to a claim under this Policy the Insured shall

- a. immediately notify the Company by telephone or telegram as well as in writing giving an indication as to the nature and extent of loss or damage
- b. take all reasonable steps within his power to minimize the extent of the loss or damage
- c. preserve the damaged or defective parts and make them available for inspection by an official or surveyor of the Company
- d. furnish all such information and documentary evidence as the Company may require

The Company shall not be liable for any loss or damage of which no notice and completed claim form have been received by the Company within fourteen days of its occurrence

Upon notification of a claim being given to the Company the Insured may proceed with the repair of any minor damage not exceeding Rs. 2500/- provided that the carrying out of such repairs is without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative of the Company shall have the opportunity of inspecting the damage before any alterations, repairs or replacements are effected. Nothing contained herein shall prevent the Insured from taking such steps as are absolutely necessary to maintain the operation of the plant.

The liability of the Company under this Policy in respect of any item of property sustaining damage, for which indemnity is provided, shall cease if the said item is kept in operation without being repaired to the satisfaction of the Company.



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### 7. OTHER INSURANCE:

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

### 8. POSITION AFTER A CLAIM

- a) The Insured shall not be entitled to abandon any property whether taken possession of by the Company or not
- b) As from the day of loss the Sum Insured for the remainder of the Period of Insurance is reduced by the amount of the compensation. To prevent under insurance during the remainder of the current Period of Insurance the amount insured must be reinstated. The premium will be calculated pro-rata from the day the repaired item is again put to work. For subsequent Period of Insurance the original indemnity and Premium are again in force unless circumstances justify an alteration.

### 9. TRANSFER OF INTEREST

The Insurance granted by this Policy shall cease to attach to any items described in the Schedule the interest in which shall pass from the Insured other wise than by will or operation of law, Unless the consent of the Company for the continuance of the insurance shall be obtained and signified by endorsement hereon.

### 10. TERMINATION OF INSURANCE

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

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

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



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### **11. RECOURSE**

The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in enforcing any right or remedies or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good of any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

### **12. ARBITRATION**

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

### **13. 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.

### **14. Grievance Redressal Procedure:**

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

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

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



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### **SECTION V**

#### **ELECTRONIC EQUIPMENT**

WHEREAS the Insured named in the Schedule hereto has made to ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED (formerly known as Royal Sundaram Alliance Insurance Company Limited) (Hereinafter called "Company") a written proposal by completing questionnaire, which together with any other statement made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein.

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to and/or in consideration of the Insured having paid to the Company the premium mentioned in the Schedule and subject to the terms, exclusions, conditions and provisions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

This Policy shall apply to the insured items only after successful completion of their performance/acceptance test whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling or in the course of aforesaid operations themselves or when being shifted within the premises or during subsequent re-erection.

The liability of the Company for any one item of the insured property shall not exceed in aggregate in any one period of Insurance the sum insured set against such items in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

#### **GENERAL EXCLUSIONS**

The Company will not indemnify the Insured in respect of loss, damage or liability directly caused by or arising out of or aggravated by -

- a. War, Invasion, Act of foreign Enemy, Hostilities or War Like operations (whether war be declared or not), Civil War, Rebellion Revolution, Insurrection, Mutiny, Civil Commotion, Confiscation, Commandeering, a Group of Malicious persons or persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any government de-jure or de-facto or any public, municipal or local authority.
- b. Nuclear Reaction, Nuclear radiation or Radioactive contamination.
- c. Wilful act or wilful negligence of the Insured or his representative.
- d. Cessation of work whether total or partial.
- e. Cost Incurred/time involved in the movement of machinery and/or any other property and/or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged.
- f. Derangement of the Insured property not accompanied by damage otherwise covered by this policy.
- g. Loss of or damage to the property covered under this policy falling under the terms of the maintenance Agreement.
- h. Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds.





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In any action, suit or other proceedings where the company allege that by reason of the provisions of the above exclusions any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

### **Terrorism Damage Exclusion**

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

### **GENERAL CONDITIONS:**

1. The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company.
2. The schedule and the section(s) shall be deemed to be incorporated in and form part of this policy and expression "this policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the company to prevent loss, damage or liability and comply with statutory requirements and manufacturers recommendations.
4. a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the company with all details and information necessary for the assessment of the risk.  
  
b) The Insured shall immediately notify the Company by Telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured items and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.

### **DUTIES FOLLOWING AN ACCIDENT**



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In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall-

- a) Immediately notify the Company by telephone or telegram as well as in writing giving an indication as to the nature and extent of loss or damage;
- b) Take all steps within his power to minimise the extent of the loss or damage;
- c) preserve the parts affected and make them available for inspection by a representative or Surveyor of the Company;
- d) furnish all such information and documentary evidence as the Company may require;
- e) inform the police authorities in case of loss or damage due to theft or burglary .

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within 14 days of its occurrence.

Upon notification being given to the Company under this condition, the Insured may carry out the repair or replacement of any minor damage not exceeding Rs.5,000/- provided that the carrying out of such repairs without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the Company or if temporary repairs are carried out without the Company's consent.

### **RECOURSE**

The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest if any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

### **ARBITRATION**

If any dispute or difference shall arise as to the quantum to be paid under this Policy, (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of The Arbitration and Conciliation Act, 1996.

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

It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this policy that the award by such arbitrator or arbitrators of the amount of the loss or damage shall be first obtained.



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### FRADULENT CLAIMS

If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided therein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.

### OTHER INSURANCE

If at the time any claim arises under this Policy there be any other Insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.

### TERMINATION OF INSURANCE

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

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

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

### SECTION I -EQUIPMENTS

All Electronic equipments like Computers, Medical, Bio-medical, Microprocessors, Audio/Visual equipments including the value of Systems Software may be covered under Electronic Equipment Policy. The term equipment shall include the entire computer system consisting of CPU, Keyboards, Monitors, Printers, Stabilisers, UPS and system software, etc.

Dish Antenna is excluded from the scope of cover under this policy. Further portable Electronic Equipments like notebook, lap top computer, sonography are excluded under EEI Policy.



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

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

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### SCOPE OF COVER

The Company hereby agrees with the insured (subject to the exclusions & conditions contained herein or endorsed hereon ) that if at any time during the period of Insurance stated in the Schedule or during any subsequent period for which the insured pays and the Company may accept the premium for the renewal of this Policy, the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) upto an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

### SPECIAL EXCLUSION TO SECTION I

The Company shall not, however, be liable for

- a) the Excess stated in the Schedule to be borne by the Insured in any one occurrence. Where excess is not stated in claim amount, if more than one item is lost or damaged in one occurrence, the insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items;
- b) loss or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the insured, or his representatives, whether such faults or defects were known to the company or not;
- c) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- d) any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items;
- e) any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- f) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- g) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- h) consequential loss or liability of any kind or description;
- i) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals)
- j) aesthetic defects, such as scratches on painted polished or enamelled surfaces.

In respect of the parts mentioned under i) and j) above the Company shall be liable to provide compensation in the event that such parts are effected by an indemnifiable loss or damage to the insured items.



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### PROVISIONS APPLYING TO SECTION I:

#### SUM INSURED

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties, if any and erection costs.

The sum insured of the equipment insured under this section shall include the value of `System Software.

#### BASIS OF INDEMNITY

- a) In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop customs duties and dues if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed herein above equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

- b) In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed, but the salvage will be taken into account. Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this Insurance only if especially agreed to in writing.

In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

The cost of any alterations, improvements or overhauls shall not be recoverable under this policy.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

- c) In cases where the Insured item is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model (similar type) of similar structure/configuration (of similar quality) i.e. low, average or high capacity will be reimbursed.

If the sum insured is less than the amount required to be insured as per Provision - 1 herein above, the Company will pay only in such proportion as the sum insured bears to the amount



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required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, with the necessary bills and documents, that the repairs have been effected or replacement have taken place, as the case may be. The company may however not insist for Bills and documents case of total loss where the insured is unable to replace the damaged equipment for reasons beyond their control. In such cases claim can be settled on `Indemnity Basis`.

### **WARRANTY**

It is warranted that the Maintenance Agreement in force at the inception of this policy is maintained during the currency of this policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained.

For the purpose of this warranty the word "Maintenance" shall mean the following:-

- i. Safety checks,
- ii. Preventive maintenance
- iii. Rectification of loss or damage or faults arising from normal operation as well as from ageing.

### **Section II – EXTERNAL DATA MEDIA**

#### **SCOPE OF COVER**

The Company hereby agrees with the Insured that if the external data media entered in the Schedule inclusive of the information stored thereon, which can be directly processed in EDP systems, shall suffer any material damage caused by peril covered under Section 1 of this Policy, the Company will indemnify the Insured as hereinafter provided in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum insured hereby, provided always that such loss or damage occurs during the period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy. This cover applies while the insured data media are kept on the Premises. Coverage against restoration of data under Section II only to be granted if backup system is available.

#### **SPECIAL EXCLUSIONS TO SECTION II:**

The Company shall, however, not be liable for

- a) the excess stated in the Schedule to be borne by the Insured in any one occurrence;
- b) any costs arising from false programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media, and from loss of information caused by magnetic fields;
- c) consequential loss of any kind or description whatsoever.

#### **PROVISIONS APPLYING TO SECTION II:**

##### **Memo 1 - Sum Insured:**





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It is a requirement of this Insurance that the sum insured shall be the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

### **Memo 2 - Basis of Indemnity:**

The Company will indemnify any expenses that can be proved to have been incurred by the Insured within a period of 12 months as from the date of the occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within 12 months after the occurrence, the Company shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

### **Section III – INCREASED COST OF WORKING**

Notwithstanding Special Exclusion (i) under Section 1 of this Policy the Company hereby agrees to indemnify the Insured upto but not exceeding the limits of Indemnity stated in the Schedule for all additional costs which the Insured shall incur to ensure continued data processing on substitute equipment if such costs arise as an unavoidable consequence of an indemnifiable loss or damage during the period of insurance to property insured under the Material Damage Section of this Policy.

### **Special Exclusions to Section III:**

The Company shall not be liable for

- i) Costs incurred for use of substitute equipment during the Time Excess stated in the Schedule.
- ii) Costs for replacement of data media, data and regeneration of data,
- iii) Costs arising out of circumstances, which are not connected with the insured material damage. In particular the Company shall not be liable for additional costs arising out of
  - (a) bodily injuries,
  - (b) orders or measures imposed by any public authority,
  - (c) expansion and improvements of the equipments,
  - (d) Lack of funds causing delay in repairs or replacement of damaged equipments,
- iv) Any other consequential loss such as loss of market or interest.

### **PROVISIONS APPLYING TO SECTION III**

#### **Memo 1: Indemnity Period**

The Indemnity Period shall commence with putting into use the substitute equipments. The insured shall bear that proportion of each claim, which corresponds to the Time Excess agreed.



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### **Memo 2: Sum Insured**

The 'indemnity limit per hour' and 'total sum insured' stated in the schedule shall be declared by the insured. The total sum insured shall represent the aggregate limit of indemnity payable for all events occurring during the period of insurance.

The Company will also reimburse the insured for personnel expenses and costs for transportation of materials following an event-giving rise to a claim under this Section of the Policy provided separate sums therefore have been entered in the Schedule.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by an amount of indemnity paid unless - reinstated by payment of an additional premium prescribed by the Company.

### **Memo 3: Loss Settlement**

The Company shall indemnify those costs and expenses, which can be proved to have been incurred during the indemnity period to maintain data processing operations to their previous extent, that are additional to those, which would have been incurred during the same period if no insured event had occurred.

The total indemnity per event shall not exceed an amount equal to the agreed 'indemnity limit per hour' or the 'actual hourly rate payable for the use of substitute equipments,' whichever is less multiplied by the number of working hours stated as 'Indemnity Period' in the schedule or by the actual number of working hours for which the substitute equipment is put into use, whichever shall be less.

However, if it is found, following an interruption, that the limit selected 'per hour' is less than the amount actually incurred per hour for use of substitute equipment, the Company shall be liable to indemnify the insured in the same proportion as the limit selected 'per hour' bears to the amount actually incurred per hour.

Provided always that

- i) the interruptions shorter than the Time Excess stated in the schedule shall be excluded from the scope of this Policy and
- ii) in respect of interruptions longer than the Time Excess the insured shall bear that proportion of each claim which corresponds to the Time Excess.

### **Renewal notice:**

The Company shall not be bound to accept any renewal premium nor give notice that such is due.

The product / plan may be withdrawn at any time, by giving a notice before 3 months from the next renewals to the Insured by Courier / Registered Post / Acknowledgement due post at the address recorded / updated in the policy. When the policy is withdrawn, the product / plan shall not be available for renewal at the due date. However, the cover under such policy shall continue till the expiry date shown in the schedule of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites.

### **Grievance Redressal Procedure:**

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

- a. Any partial or total repudiation of claims by the Company.
- b. Any dispute regard to premium paid or payable in terms of the policy.



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- c. Any dispute on the legal construction of the policies in so far as such disputes relate to claims.
- d. Delay in settlement of claims.
- e. Non-issue of any insurance document to customer after receipt of the premium.
- f. Any other grievance.

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



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### **SECTION VI**

#### **PLATE GLASS INSURANCE POLICY**

##### **OPERATIVE CLAUSE**

The Plate Glass Policy is a legal contract between the Insured named in the Schedule and the ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED (formerly known as Royal Sundaram Alliance Insurance Company Limited) (hereinafter referred to as the Company)

This policy has been prepared in accordance with the answers given and the declaration on the proposal form signed by the Insured and any other information provided to the Company by the Insured.

The Policy, the Schedule, the Exceptions, the Conditions and Endorsements shall be read together as one contract and any word or expression which carries specific meaning 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 Insurance will commence only on receipt of Premium
3. The Company will provide the Insurance subject to the terms of this Policy

##### **INSURANCE**

The Company agrees that if at any time during the Period of Insurance, there shall be any breakage (excluding damage by scratches) of any of the Glass in the Premises and specified in the Schedule, the Company will pay or make good to you the intrinsic value of the Glass up to the total value specified in the Schedule against each item respectively. An additional amount not exceeding 5% of the admissible claim will be payable towards boarding charges of the damaged area however this amount is subject to overall limit of indemnity laid down under the Policy.

##### **GENERAL EXCEPTIONS**

The company shall not be liable for

1. Breakage of Glass caused by Fire or Explosion.
2. War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not). Civil War, Mutiny, Rebellion, Revolution, Insurrection, Military or Usurped Power, Strike, Riot or Civil Commotion, Confiscation or Nationalisation.
3. Typhoon, Flood, Hurricane, Volcanic Eruption, Earthquake or other convulsion of nature.
4. Breakage of cracked or imperfect glass.
5. Loss or damage to frames or framework of any description.
6. The costs of removal or replacement of any fitting or fixtures in order to replace glass.
7. Any loss or damage arising from the interruption of or due to delay, in the Insured's business during the intervening time between occurrence of any breakage and realizing
8. Breakage of any lettering on the glass covered under this Policy unless such breakage be caused by or consequent upon the breakage of the glass to which it is affixed.
9. Any costs of boarding up, in excess of the amount specified in the Policy

##### **CONDITIONS**

**Notice:** Every notice or communication to be given or made under this Policy shall be delivered in writing at the Company's policy issuing office.



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- Alteration in risk:** All the Glass described by this Policy is insured only so long as it is fixed. If there be any alteration of the premises, or in the tenancy, sub tenancy, occupancy of or business, carried on in the buildings containing the Glass described in this Policy or if the premises should become unoccupied for period of more than 7 days, then and in every such case the same must be immediately notified to the Company and if the risk is increased the company shall have the option of charging a suitable extra premium or of refusing to continue the Insurance.
- Claims procedure:** In case of breakage of any of the Glass mentioned in the Schedule, the Insured shall give immediate notice in writing to the Company and shall furnish full particulars of such breakage and how sustained, and give proof of the same by production of such evidence as the Company may reasonably require. If no claim is made within fifteen days from the happening of such breakage the Insured shall lose all rights to recover under this policy.
- Indemnity:** All salvage glass shall be the property of the Company, and must be carefully preserved. It shall be at the option of the Company either to pay to the Insured the amount of the intrinsic value in money or to make replacement with glass of a similar manufacture and quality. The Company shall be entitled to the rights of the Insured for all-purpose in connection with this Policy including the defending, enforcing or settling of legal proceedings for the benefit of the Company.
- Cessation of risk:** The Policy ceases to be in force if the Insured property shall pass from the Insured to any other person otherwise than by will or operation of Law, unless notice is given to the Company.

**Contribution:** If at the time when any claim arises under this Policy, there be any other insurance covering the same loss or damage, the Company shall not be liable to pay or contribute more than its rateable proportion of any claim for such loss or damage.

**Arbitration and disclaimer:** If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference or if they cannot agree upon a single arbitrator within thirty days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute / difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

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

It is hereby stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy, that the award by such arbitrator or arbitrators for the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within 3 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law or 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.

**Fraud:** If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof or if any fraudulent means or devices are used by the Insured or anyone



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acting on his behalf to obtain any benefit under this Policy all benefits under this Policy shall be forfeited

**Observance of terms and conditions:** The due observance and fulfillment of the terms and condition and endorsement of this policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statement and answers in the said proposal shall be condition precedent to any liability of the Insurers to make any payment under this Policy.

**Warranty** :All glass insured by this Policy shall be understood to be plain and of ordinary glazing quality , without embossing , silvering , lettering ,bending or ornamental work of any kind ,unless expressly stated to the contrary ,in relation to the specific item of Glass concerned in the Schedule.

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

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

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

### 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:





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

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

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



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### **SECTION VII**

#### **NEON SIGN**

##### **OPERATIVE CLAUSE**

This Neon Sign Policy is a legal contract between you the person or your company named in the Schedule and us the ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED (formerly known as Royal Sundaram Alliance Insurance Company Limited) (referred to as the COMPANY).

This policy has been prepared in accordance with the answers that you gave and the declaration that you signed on the proposal form and any other information that you have supplied to us.

The Policy, the Schedule, the Exceptions, the Conditions and Endorsements shall be read together as one contract 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 in advance.
3. The Company will provide the Insurance subject to the terms of this Policy

##### **INSURANCE**

The Company agrees that if at any time during the Period of Insurance, there shall be a loss or damage to the Installation or any part by accidental external means, fire, lightning, external explosion or theft of the whole sign as specified in the Schedule, the Company will pay up to the total value specified in the Schedule against each item respectively.

##### **GENERAL EXCEPTIONS**

The company shall not be liable for

1. The fusing, burning out of any Bulbs and/ or Tubes arising from short circuiting or arcing or any other mechanical or electrical defect or breakdown.
2. Repair, Cleaning, Removal or Erection, wear and tear, depreciation or deterioration
3. Damage to tubes unless the tube glass is fractured.
4. Over running, over heating or strain
5. Atmospheric Condition
6. Consequential loss however caused
7. War Invasion act of Foreign Enemy, Hostilities (whether war be declared or not). Civil War Mutiny Rebellion, Revolution, Insurrection Military of Usurped Power, Strike Riot or Civil Commotion.
8. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing, radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

##### **CONDITIONS**

1. The policy shall be void.



## ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED

(formerly known as Royal Sundaram Alliance Insurance Company Limited)

Regd Office 21 Patullos Road, Chennai – 600 002.

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

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

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- a) If there be any mis-statement in or if a material fact be omitted from the proposal.
  - b) If after the Insurance has been effected the risk be altered in any way whatsoever unless the Company has signified its assent in writing.
2. Notice shall be given in writing to the Company immediately upon the occurrence of any accident or loss, damage likely to give rise to any claim and thereafter the Insured shall give all such information and assistance as the Company shall require. In case of theft or other criminal act which may be the subject of a claim under this Policy, the Insured shall give immediate notice the Police and co-operative with the Company in securing the conviction of the offender.
  3. The Company may at its own option repair reinstate or replace the Neon Sign or part or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed the actual value of the parts damaged or lost plus the reasonable costs of fitting and shall in no case exceed the limit of liability specified in the Schedule or the value of Neon Sign as the time of the loss or damage which ever is the less.
  4. The insured shall take all reasonable steps to safeguard the Neon Sign from loss or damage and to maintain them in efficient condition and the Company shall have at all times free and full access to examine the Neon Sign or any part thereof. In the event of any accident proper precautions should be taken to prevent further damage or loss.
  5. The Neon Sign described in the Schedule hereto must be examined and inspected at regular intervals of not longer than six month by a qualified electrician and engineer and his report certifying that the said Neon Sign is in sound running order and is properly and adequately fastened and attached to its frame work and that the foundation of the entire structure is also of adequate strength and properly attached to and fixed to the ground or floor as the case may be, must be submitted to the Company forthwith.
  6. If the property hereby insured shall at the time of happening of any loss destruction or damage be collectively of greater value than the Sum Insured thereon then the Insured shall be considered as being his own Insurer or the difference and shall bear a rateable proportion of the loss accordingly. Every item if more than one of the Policy shall be separately subject to this condition.
  7. If at the time of the occurrence of any accident to which this Policy applies there shall be any other indemnity or indemnities in respect of it in force whether effected by the Insured or by any other person or persons the Company shall not be liable to pay or contribute more than a ratable proportion of any sum payable in respect of such accident.
  8. In any difference arises as to the amount and loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the order party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the different shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their

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meetings. The death of any party shall not revoke or affect the authority or power, of arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed instead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage ---disputed shall be first obtained.

9. The due observance and fulfillment of the terms and conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by Insured and the truth of the statement and answers in the said proposal shall be condition precedent to any liability of the Insurers to make any payment under this Policy.
10. **Cancellation:** The Company may at any time cancel this Policy on the grounds of misrepresentation, fraud, non-disclosure of material facts on the Proposal Form or non-cooperation by the insured, by giving fifteen (15) days’ notice in writing by courier/registered post/acknowledgement due post to the Insured at address recorded / updated in the policy. In the event of such cancellation on the grounds of misrepresentation or fraud or non-disclosure of material facts, the policy shall be void, no refund of premium shall be made and no claim shall be payable under the policy. In the event of cancellation on the grounds of non-cooperation, the company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

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

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

11. **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.



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### **12. Grievance Redressal Procedure:**

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

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

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



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### **SECTION VIII**

#### **PORTABLE ITEMS**

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 Schedule as consideration for such Insurance during the Period of Insurance stated in the Schedule

The Company hereby agrees subject to the terms, Conditions and Exclusions herein contained or endorsed or otherwise expressed hereon, that if any of the Property Insured shall suffer any unforeseen sudden and accidental physical loss, destruction or damage other than by an excluded cause, occurring at any time during the Period of Insurance or during any further period for which the Insured shall pay and the Company may accept payment for the renewal or extension of this Policy the Company will indemnify the Insured to the extent of the actual value of the property so lost, destroyed or damaged or at its option reinstate or replace such property or any part thereof

Provided always that the liability of the Company shall in no case exceed the Sum Insured on each item or in the whole Total Sum Insured hereby covered.

#### **EXCLUSIONS**

The Company shall not be liable in respect of

1. the excess stated in the Schedule to be borne by the Insured for each and every occurrence;
2. loss, damage and/or liability caused by or arising out of the wilful act or wilful neglect or gross negligence of the Insured or his representatives.
3. loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or contract
4. loss or damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, rodents, pests, insects or mildew or any other gradually operating cause.
5. breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear or similar articles of a brittle or fragile nature, unless caused by fire or accident to the means of conveyance.
6. loss or damage caused by mechanical or electrical derangement or Breakdown of any article.  
Breakdown shall mean the actual failure breaking distortion or burning out of equipment arising out of
  - (a) Mechanical or electrical defects in the equipment
  - (b) failure or fluctuation of electricity supply.
7. over winding, scratching, denting or internal damage of watches and clocks.





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8. loss of or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps and travel tickets or travellers' cheques, business books or documents.
9. theft except from a car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened
10. mysterious disappearance or any loss discovered at the time of taking an inventory
11. loss or damage whether direct or indirect arising from war, warlike operations, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraints and detainment by the order of any Government or any other authority. In any action suit or other proceedings where the Company alleges that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
12. loss, destruction or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to or arising from
  - (a) ionising radiations or contamination by radioactivity from any source whatsoever.
  - (b) nuclear weapons material.
13. loss or damage arising through delay, detention or confiscation by Customs or other authorities.
14. consequential loss or legal liability of any kind.
15. claims 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 allfrom any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.
16. loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
17. loss or Damage whilst the Property Insured is sent under a Contract of affreightment.
18. 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



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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.

### SPECIAL CONDITIONS

- Single Article Limit:** Schedule of items proposed for insurance to be provided along with their respective sum insured, Where the items are not specifically and separately declared and incorporated in the Schedule, the Company's liability in respect of each article or pairs of articles shall not exceed 5% of the Total Sum Insured under this Policy.
- Articles in pairs or sets:** Where any item insured hereunder consists of articles in a 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 nor more than a proportionate part of the insured value of the pair or set.
- Territorial limit:** Anywhere in India

### GENERAL CONDITIONS

- 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.
- 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.
- Reasonable care:** The Insured shall take all reasonable steps to safeguard the Property insured against accident, loss or damage.
- Claims procedure:** Upon the happening of any event giving rise or likely to give rise to a claim under this Policy:
  - The Insured shall give immediate notice thereof in writing to the nearest office of the Company with a copy to the Policy-issuing office of the Company as well as lodge forthwith a complaint with the Police in case of loss by theft, burglary or housebreaking.
  - The Insured shall deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing of the loss or damage, with an estimate of the actual value of the property lost or the amount of damage sustained, respectively.
  - The Insured shall tender to the Company all reasonably required information, assistance and proofs in connection with any claim hereunder.
- Indemnity:** The Company will pay the insured the actual value of the Property Insured at the time of loss or damage or may at its option reinstate, replace or repair the property lost or damaged or any part thereof instead of paying the amount of the 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 sufficient manner and in no case shall the Company be bound to expend more in



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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 not more than the Sum Insured thereon.

Actual Value represents the replacement value of the Property Insured as new at the time of loss or damage Less due allowance for betterment, wear and tear and/or depreciation for the use of Property Insured.

6. **Average:** If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this Condition.
7. **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 be liable to pay or contribute more than their rateable proportion of any claim for such loss or damage.
8. **Subrogation:** The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interests of protecting any rights or remedies or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
9. **Fraud:** If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy all benefits under this Policy shall be forfeited.
10. **Cancellation:** The Company may at any time cancel this Policy on the grounds of misrepresentation, fraud, non-disclosure of material facts on the Proposal Form or non-cooperation by the insured, by giving fifteen (15) days' notice in writing by courier/registered post/acknowledgement due post to the Insured at address recorded / updated in the policy. In the event of such cancellation on the grounds of misrepresentation or fraud or non-disclosure of material facts, the policy shall be void, no refund of premium shall be made and no claim shall be payable under the policy. In the event of cancellation on the grounds of non-cooperation, the company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

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

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Policy Period Required	% of Annual Premium
Not exceeding 15 days	10% of Annual Premium
Not exceeding 1 month	15% of Annual Premium
Not exceeding 2 months	30% of Annual Premium
Not exceeding 3 months	40% of Annual Premium
Not exceeding 4 months	50% of Annual Premium
Not exceeding 5 months	60% of Annual Premium
Not exceeding 6 months	70% of Annual Premium
Not exceeding 7 months	75% of Annual Premium
Not exceeding 8 months	80% of Annual Premium
Not exceeding 9 months	85% of Annual Premium
Exceeding 9 months	Full Annual Premium

11. **Arbitration and Disclaimer:** If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties hereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute or difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

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

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

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

12. **Observance of terms and conditions:** The due observance and fulfilment of the terms and Conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.
13. **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.



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### **14. Grievance Redressal Procedure:**

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

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

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



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### **SECTION IX**

#### **MONEY**

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

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

#### **DEFINITIONS**

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

1. Proposal shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
2. Money shall mean cash, bank notes, currency notes, treasury notes/bills, uncrossed cheques other than pre-signed blank cheques, 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

1. of Money where the Insured or his employee is involved as principal or accessory except loss due to act of infidelity by the employee of the Insured while committed carrying cash and discovered within 48 hours of the occurrence.





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2. loss of money entrusted to any person other than the Insured or its employee
3. loss of money from the premises kept outside a locked safe/strongroom/ steel almirah/steel cupboard beyond Working hours
4. due to the use of counterfeit Money.
5. or shortage due to clerical or accounting errors or omissions or due to depreciation in value.
6. of Money from machines operated by coins tokens or currency notes.
7. of Money from any unattended vehicle
8. of Money in the custody or control of a professional carrier.
9. of Money from any room left unattended and unlocked during Working Hours unless contained in a locked safe cupboard or desk of which the key has been removed from such room.
10. destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
11. of Money from safe or strong room following the use of the key to the safe /strong room/steel cupboard/steel almirah or any duplicate thereof belonging to the Insured unless this has been obtained from the Insured or employee of the Insured by threat or by violence.
12. or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exception only combustion shall include any self-sustaining process of nuclear fission.
13. destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
14. or damage arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot, strike or civil commotion.
15. arising out of consequential loss or legal liability of any kind
16. contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
17. damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.  
For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisations) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.  
This Exclusion also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.
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

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



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- c) take all practical steps to discover any guilty person and recover the property lost.
- d) within 30 days after the event or within such further period as the Company may agree, supply at the request of and free of expense to the Company all such proofs, information and other evidence with respect to the claim as the Company may reasonably require including
  - full information in writing about the claim,
  - details of all other insurances relating to the claim,
  - business receipts and other documents in support of the claim.

### 3. Recoveries

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

### 4. Other Insurances - Contribution

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

### 5. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties hereto or, if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute / difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

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

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

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

## GENERAL CONDITIONS

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

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



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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

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

### 5. Cancellation

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

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

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

### 6. Maintenance of books & keys



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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:

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

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

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



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### **SECTION X**

#### **EMPLOYEE DISHONESTY**

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

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

#### **PROVIDED ALWAYS THAT**

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

#### **EXCEPTIONS**

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

#### **DEFINITION**

The term ``Employee'' wherever appearing in this policy means any person (other than a person whose employment is of a casual nature or who is employed otherwise than for the purposes of the Insured's business) who has entered into a contract of employment with the Insured whether such contract of employment is express or implied, oral or in writing.



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### CONDITIONS

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

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





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Company so far as they relate to such claims or will in any way enable the Company to ascertain the correctness thereof or the liability of the Company under this policy.

8. The Policy shall be null and void in the event of misrepresentation, misdescription or nondisclosure in any material particular or if a claim be fraudulent or any fraudulent means or devices be used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.
9. The Company shall be entitled at its own expenses and for its own benefit, in the name of the Insured to prosecute all claims and exercise all rights of action competent to the Insured against the Employee in respect of any act insured against in connection with which it may have made payment under this Policy and the Insured shall give to the Company all such information and assistance as may be reasonably required for the exercise of such claims or rights.
10. The Company may at any time cancel this Policy on the grounds of mis-representation, fraud, non-disclosure of material facts on the Proposal Form or non-cooperation by the insured, by giving fifteen (15) days' notice in writing by courier/registered post/acknowledgement due post to the Insured at address recorded / updated in the policy. In the event of such cancellation on the grounds of mis-representation or fraud or non-disclosure of material facts, the policy shall be void, no refund of premium shall be made and no claim shall be payable under the policy. In the event of cancellation on the grounds of non-cooperation, the company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

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

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

11. The Company shall not be bound to accept any renewal premium nor to give notice that such is due. Every renewal premium which shall be paid and accepted in respect of this Policy shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration hereinbefore mentioned and that nothing is known to the Insured that may result in any aggravation of the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by the authorized official of the Company.
12. For the purpose of identifying the Employee in all cases of change of residence or occupation or change of name whether by marriage or otherwise, due notice thereof in writing shall be given by the Insured to the Company.



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13. The Company shall not be bound to give notice or be effected by any notice of any trust, charge, lien, assignment or other dealing with or relating to any contract of insurance and the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the Company.
14. Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially effect the Company notwithstanding subsequent acceptance of any premium.
15. Arbitration and Disclaimer: If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties hereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute or difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

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

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

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

16. The due observance and fulfillment of the terms, provisions, conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
17. In the event of any transfer of interest except by death this insurance shall cease unless expressly agreed to by the Company and noted on this Policy by endorsement.

### Renewal notice:

The Company shall not be bound to accept any renewal premium nor give notice that such is due.

The product / plan may be withdrawn at any time, by giving a notice before 3 months from the next renewals to the Insured by Courier / Registered Post / Acknowledgement due post at the address recorded / updated in the policy. When the policy is withdrawn, the product / plan shall not be available for renewal at the due date. However, the cover under such policy shall continue till the expiry date shown in the schedule of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites.

### Grievance Redressal Procedure:

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

- a. Any partial or total repudiation of claims by the Company.
- b. Any dispute regard to premium paid or payable in terms of the policy.



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- c. Any dispute on the legal construction of the policies in so far as such disputes relate to claims.
- d. Delay in settlement of claims.
- e. Non-issue of any insurance document to customer after receipt of the premium.
- f. Any other grievance.

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



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### **SECTION XI**

#### **ACCIDENT TO EMPLOYEE**

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

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

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

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 provide the Insurance subject to the terms, Warranties, Conditions & Exceptions of this Policy
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 statements made in the proposal

#### **DEFINITIONS**

**Accident** is a sudden, unforeseen and involuntary event caused by external, visible and violent means.

**Insured/you** shall mean the organisation mentioned in the Policy Schedule as Insured.

**Company/we/us** shall mean the Royal Sundaram Alliance Insurance Company Limited.

#### **Condition Precedent**

Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

#### **Grace Period**

Grace period means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity of benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received.

**Hazardous or Adventurous Sports** means participation in hazardous or adventure sports including, but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.



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### Hospital

A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 inpatient beds in all other places;
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

**Injury means** accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

**Insured Person** shall mean the employee/members of the organisation and stated in the Memoranda of this Policy.

### Medical expenses

Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

### Notification of Claim

Notification of claim is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.

**Physical separation of hand** means separation of hand at or above the wrist

**Physical separation of foot** means separation of foot at or above the ankle

**Renewal defines the terms** on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.

### Third Party Administrator (TPA)

Third Party Administrator or TPA means a Company registered with the IRDAI and engaged by an Insurer, for a fee or remuneration, by whatever name called, and as may be mentioned in the agreement, for providing health services as mentioned under IRDAI (Third Party Administrators – Health Services) Regulations, 2016 or its subsequent amendments issued by the IRDAI.

### Insurance

If any Insured Person shown in the Schedule suffers bodily injury solely and directly due to accident caused by external and visible means during the Period of this Insurance and such bodily injury results within 12 calendar months from the date of accident in death or disablement of a nature



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specified in the Table of Benefits described hereunder, then the Company will pay to the Insured to the extent and in the manner provided in the Table of Benefits, subject to Accumulation Clause stipulated herein.

**TABLE OF BENEFITS**

**IMPORTANT: We will not pay in respect of any one Insured person under more than one of the Benefits 1,2,3,4 or 5 in connection with the same accident**

**If an accident happens which gives rise to claim under Benefits 2,3,4 or 5, the Sum Insured stands reduced by the amount of claim with respect to that Insured Person**

**Benefit 1 – In case of Death**

Death	100% of the Sum Insured stated in the Schedule applicable to such Insured Person is payable
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**Benefit 2 –In case of Loss of limbs/eyes of nature specified below**

(a)	Total and irrecoverable loss of sight of both eyes, or the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such	100% of the Sum Insured stated in the Schedule, applicable to such Insured Person is payable
	loss of sight of one eye and such loss of one entire hand or one entire foot	
(b)	Total and irrecoverable loss of use of two hands or two feet or of one hand and one foot, or of such loss of sight of one eye and such loss of one hand and one foot	100% of the Sum Insured stated in the Schedule, applicable to such Insured Person is payable
(c)	Total and irrecoverable loss of sight of one eye, or the actual loss by Physical separation of use of one entire hand or of one entire foot	50% of the Sum Insured stated in the Schedule, applicable to such Insured Person is payable
(d)	Total and irrecoverable loss of use of a hand or a foot without Physical separation	50% of the Sum Insured stated in the Schedule, applicable to such Insured Person is payable

**Benefit 3 –In case of Permanent Total Disablement of nature specified below**

Immediate, permanent, total and absolute, disablement from engaging in, being occupied with or giving attention to any employment or occupation of any description whatsoever	100% of the Sum Insured stated in the Schedule, applicable to such Insured Person is payable
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**Benefit 4-In case of Permanent Partial Disablement of nature specified below**

	Percentage of Sum Insured shown in the Schedule, applicable to such Insured Person is payable
Loss of all toes	20
Great toe –both phalanges	05
Great toe–one phalanx	02
Other than great, if more than one toe lost each	01
Loss of hearing-both ears	75
Loss of hearing- one ear	10
Loss of index finger-three phalanges or two phalanges or one phalanx	10
Loss of middle finger-three phalanges or two phalanges or one phalanx	06
Loss of ring finger-three phalanges or two phalanges or one phalanx	05
Loss of four fingers and thumb of one hand	40
Loss of four fingers	35
Loss of thumb-both phalanges	25
Loss of thumb-one phalanx	10
Loss of little finger-three phalanges-two phalangesone phalanx	04
Loss of metacarpals – first or second-third, fourth or fifth(additional)	03
If the opinion of a Doctor appointed by us, the injury has resulted in permanent partial disablement of any other nature than specified above	Such percentage of Sum Insured as is assessed as percentage of permanent partial disablement by the Doctor appointed by us is payable

**Benefit 5 – In case of Temporary Total Disablement of nature specified below**

If the injury has resulted in temporary total disablement, then so long as the Insured Person shall be totally disabled from engaging in any	We shall pay for the period of temporary total disablement at the rate of 1% of the Sum Insured for each week of duration of such total disablement or
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<p>employment or occupation of any description whatsoever,</p>	<p>part thereof prorated, subject to a maximum of 52 weeks but not exceeding Rs.3,000/- per week or higher amount as specified in the Schedule</p> <p>/Endorsement, or part thereof prorated. In case if the Insured person avails this benefit under any other policy either issued by us or otherwise, the benefit payable under this endorsement stands reduced to that extent.</p> <p>Such weekly compensation shall not exceed 25% of the gross monthly earnings of the insured.</p>
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### Special Provision

The opinion of the Doctor appointed by us to ascertain the existence of permanent partial disablement or percentage thereof or temporary total disablement shall be final and binding and not open to dispute or negotiations by you.

### Special Free Benefit

In the event of Death in respect of which the Sum Insured is payable as provided above, arising out of an accident occurring outside the usual place of residence of the Insured Person concerned, We shall pay in addition to the Sum Insured, a lump sum of a further 2% of such Sum Insured or Rs.2500/- whichever is less towards the transportation of the body to the Insured Person's usual place of residence.

### Company's maximum liability

Any payment in case of more than one claim in respect of any Insured Person under this Policy during any one Period of Insurance should not exceed the Sum Insured applicable to such Insured Person. However, the amount relating to carriage of dead body of the Insured Person and medical expenses would be payable in addition, if applicable.

### EXCEPTIONS

The Company shall not be liable under this Policy for

- (1) compensation under more than one of the foregoing Benefits in respect of same accident or period of disablement of the Insured Person
- (2) any other payment in respect of the Insured Person after a claim under one of the Benefits 1,2(a) and 2(b) has been admitted and become payable. However, amounts relating to carriage of the dead body of the Insured Person and medical expenses will be payable in addition if applicable.
- (3) payment of Benefit in respect of accident, death, injury or disablement of the Insured Person
  - (a) from intentional self-injury, suicide or attempted suicide (b) whilst under the influence of intoxicating liquor or drugs
  - (c) directly or indirectly caused by venereal diseases, AIDS or insanity
  - (d) arising or resulting from the Insured Person committing any breach of law with criminal intent



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- (4) any payment in respect of death or disablement resulting directly or indirectly from, caused by, contributed to or aggravated or prolonged by child birth or pregnancy or in consequence thereof.
- (5) any payment in respect of death, injury or disablement of the Insured Person due to or arising out of directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainments.
- (6) Persons whilst engaged in Hazardous or Adventure sports.
- (7) List of optional items as given in the Annexure-IV attached to this Policy in respect of Medical Expenses extension cover.
- (8) any payment in respect of death of, or bodily injury or any disease or illness to the Insured Person
  - (a) directly or indirectly caused to 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, combustion shall include any self-sustaining process of nuclear fission.
  - (b) directly or indirectly caused by or contributed to by or arising from nuclear weapons material
- (9) any losses directly or indirectly arising out of, or contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exception, Nuclear, Chemical, Biological terrorism shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of insurance by 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 or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear. Chemical agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property. Biological agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and

chemically synthesized toxins) which cause illness and/or death in humans, animals or plants. If we allege that by reason this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

### Claims Procedure & Documentation

- (i) The Insured or his nominee shall deliver to the Company, within 30 days of the date of occurrence of the Insured Event, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.

The Insured or his nominee shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.



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- (ii) Proof satisfactory to the Company shall be furnished in connection with all matters upon which a claim is based. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report wherever applicable, shall be furnished to the Company within a period of thirty days. A service provider (if required) would be deputed by us to verify the records/ circumstances of the claim
- (iii) If the Company requests that bills/ vouchers / Reports in a language, other than English /Hindi be accompanied by an appropriate translation then the costs of such translation must be borne by the Insured Person
- (iv) Provided that if one or more insured persons are covered, all sums payable hereunder shall be payable in case of death or permanent total disablement only after deleting by an endorsement the name of the insured person in respect of whom such shall become payable without any refund of premium.
- (v) To submit to a medical examination by the Company's nominated Doctor or undergo diagnostic or other medical tests as often as the Company considers necessary, in its sole discretion.

### Claim Documentation

#### Death Claim:

Submit the duly filled in claim form with the following documents:

- Original Death Certificate
- Post Mortem Report
- Inquest report
- Accident report
- FIR/MLC copy
- Hospital records
- News Paper cuttings if any and any other relevant records
- Chemical Analysis Report if available
- English Translation of vernacular documents
- Succession Order/legal heir certificate/legal documents to establish identification of legal heir in the absence of nomination under the policy
- Any other document as may be required by the Company

#### Disablement Claim:

a. Permanent Total Disablement

- Submit the duly filled in Claim form with the following documents

- Disability Certificate issued by attending physician
- Accident report
- FIR/MLC copy
- Hospital Records
- News Paper cuttings if any and any other relevant records
- English Translation of vernacular documents
- Latest IT return to show Proof of annual income
- Any other document as may be required by the Company



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### Medical Expenses Claim due to Accident Hospitalization

1. Discharge summary
2. Original Hospital Bills
3. Advance and final receipts (All receipts shall be numbered, signed and stamped)
4. Prescriptions for medicines
5. Diagnostic Test Reports, X Ray, Scan, ECG and others including doctor's advice demanding such tests)
6. Cash memos/bills for medicines purchased from outside

The claim documents should be sent to the Claims department of the Office of the Company through which this insurance is effected, at the address mentioned in the Policy schedule or any endorsement forming part of this policy.

### Claims Settlement / Rejection

1. Benefits payable under this policy will be paid within 30 days of the receipt of last necessary document.
2. The Company shall be released from any obligation to pay insurance benefits if any of the obligations are breached
3. All claims under this Policy shall be payable in Indian Currency.
4. The Company shall be liable to pay any interest at 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed, for sums paid or payable under this Policy, upon acceptance of an offer of settlement by the insured but there is delay in payment beyond 7 days the date of acceptance.
5. No Claim is admissible beyond 180 days from date of expiry of the policy in respect of hospitalization commencing within the Period of Insurance.
6. No liability under the Policy will be admitted, if the claim is fraudulent or supported by fraudulent means.
7. At the time of claim settlement, Company may insist on KYC documents of the Proposer as per the relevant AML guidelines in force

The Company shall be released from any obligation to pay insurance benefits if any of the obligations are breached.

- 1 All sums shall become payable:
  - i) in case of Death or Permanent Total Disablement - only after deleting by an endorsement the name of the Insured Person in respect of whom such claim shall become payable. No refund of premium will be payable for the unexpired period due to such deletion.



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- ii) in case of Permanent Partial Disablement - only after reducing by an endorsement the sum insured by the amount admissible under the claim in respect of the person to whom such sum shall have become payable.
- iii) in case of Temporary Total Disablement – only after termination of such disablement and after reducing by an endorsement the sum insured by the amount admissible under the claim in respect of the person to whom such sum shall have become payable.

### GENERAL CONDITIONS

#### 1. Notice

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

#### 2. Cancellation

The Company may at any time, by giving 7 days' notice in writing, terminate this Policy, on the grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the Insured and all the premium paid hereon shall be forfeited to the Company. Such notice shall be deemed sufficiently given, if communicated by e-mail or posted by Registered post and addressed to the Proposer at the address mentioned in the Policy or by any other reliable mode of communication. The Policy may also be cancelled at any time by the Proposer by giving notice in writing. Provided no claim has arisen under the within mentioned Policy prior to the receipt of such notice by the Company, the Proposer would be entitled to a return of premium less premium at Company's Short period scales as mentioned below for the period, the Policy had been in force.

#### Short Period Rates

Period for which policy has remained in force as on date of cancellation	% Retention by the Company
Less than 30 days	25% of Annual Premium
Exceeding 30 days and up to 90 days	50% of Annual Premium
Exceeding 90 days and up to 180 days	75% of Annual Premium
Above 180 days	Full Annual Premium – No refund is allowed.

#### 3. 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.

#### 4. Changes in Risk – Notification to the Company





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If after the acceptance of this insurance by the Company there be any change in the business/occupation of the Insured/Insured Person, the Insured shall forthwith give notice thereof to the Company.

The Insured shall on tendering any premium for the renewal of this Policy give notice in writing to the Company of any disease, physical defect or infirmity with which any of the Insured Person have become affected since the payment of last preceding premium.

### **5. Arbitration**

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties hereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators as to the amount of the claim shall be first obtained.

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

### **6. Renewal Notice**

This Policy may be renewed by mutual consent every year. The Company shall not, however, be bound to give notice that such renewal premium is due.

Policy must be renewed within the Grace Period of 30 days of expiry to maintain the continuity of coverage. However, no coverage shall be available during the period of such break. A policy that is sought to be renewed after the Grace Period of 30 days will be underwritten as a fresh policy at Our discretion.

The renewal premium shall not be accepted more than 90 days in advance of the due date of the premium payment.

The product / plan may be withdrawn at any time, by giving a notice of 3 months 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



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of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites.

### 7. Accumulation clause

(a) It is warranted that not more than five (5) Insured Persons should travel together in the same air conveyance at one time. In the event of claim for more than five Insured Persons occurring whilst traveling by the same air conveyance, the benefits payable under this Policy to each Insured Person will be paid proportionately in ratio to the overall limit of top five (5) Sum Insured of the affected Insured Persons bears to the total amount claimed cumulatively by all the affected Insured Persons travelling in the same air conveyance. The Company's maximum liability is restricted to top five (5) Sum Insured of the affected Insured Persons travelling in the same air conveyance.

(b) The Company's maximum liability in case of losses arising out of one event is limited to Rs.45 crores. In the event of claim where the single event limit exceed Rs.45 crores, the benefits payable under this policy to each Insured person will be reduced proportionately in ratio of the overall event limit of Rs.45 crores to the total amount claimed cumulatively by all the affected Insured persons in that event.

### 8. Grievances:

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

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

The Insured Person may approach the Insurance Ombudsman; within whose jurisdiction the branch or office of Royal Sundaram Alliance Insurance Company Limited is located. The Insurance Ombudsman's offices are located at Ahmedabad, Bhubaneshwar, Bhopal, Chandigarh, Chennai, Guwahati, Kochi, Kolkatta, Lucknow, Hyderabad, Mumbai and Delhi. For Contact Details of Insurance Ombudsman, please visit our website [www.royalsundaram.in](http://www.royalsundaram.in)

### **MEDICAL EXPENSES EXTENSION COVER**

In consideration of the payment of an additional premium, it is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary, this insurance is extended to cover the medical expenses necessarily incurred and expended in connection with any accident resulting in death or disablement as specified in the Policy, for which a claim is made by the Insured and admitted by the Company.

In addition to the Benefits available under this Policy for death or disablement, the Company shall reimburse to the Insured an amount up to but not exceeding forty percent (40%) or the higher percentage as mentioned in the Schedule/Endorsement, of the admissible claim amount/compensation paid in settlement of a valid claim under this Policy or ten per cent (10%) of the relevant Sum Insured or such higher amount as specified in the Schedule/Endorsement of such



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Insured Person whichever is less. Further it is a condition precedent to the payment of such medical expenses that the medical attendants detailed account shall be submitted and is approved by the Company.

Provided always that

1. This Insurance shall not apply in so far as it applies to a female for expenses incurred in respect of any condition arising from or traceable to any disease of the organs of generation, malignant disease of mammary gland, pregnancy, childbirth, abortion or miscarriage or any complications and/or sequels arising from the foregoing, unless otherwise provided hereafter.
2. The Company shall not be liable to make any payment under this Policy in respect of
  - (a) disease, injury, death or disablement directly or indirectly due to war, invasion, act of foreign enemy, hostilities or war like operation (whether war be declared or not) or civil commotion or rebellion, military, naval or air service or breach of law, hunting, steeple chasing, revolution, insurrection, mutiny, engaging in aviation other than a passenger (fare paying or otherwise) in any licensed standard type of aircraft.
  - (b) circumcision or strictures or vaccination or inoculation or change of life or beauty treatment of any description or dental or eye treatment or intentional self-injury or insanity of dissipation or nervous breakdown (which expression shall cover also general disability “run down” conditions and general “overhaul”) or venereal disease or intemperance or the use of intoxicating drugs or liquors or any diseased, injury, death or disablement directly or indirectly due to any one or more of them.
  - (c) subject otherwise to the terms, Exceptions, Conditions and limitations of this Policy.

In respect of hospitalization, the costs that are to be subsumed into the Room Charges are provided in Annexure-I attached to this Policy; the costs that are to be subsumed into the specific procedure charges are provided in Annexure-II attached to this Policy; the costs that are to be subsumed into the costs of treatments are provided in Annexure-III attached to this Policy.

Annexure-I – Costs that are to be subsumed into the Room Rent Charges	
SI No.	Item
1	BABY CHARGES (UNLESS SPECIFIED/INDICATED)
2	HAND WASH
3	SHOE COVER
4	CAPS
5	CRADLE CHARGES
6	COMB
7	EAU-DE-COLOGNE / ROOM FRESHNERS
8	FOOT COVER
9	GOWN



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10	SLIPPERS
11	TISSUE PAPER
12	TOOTH PASTE
13	TOOTH BRUSH
14	BED PAN
15	FACE MASK
16	FLEXI MASK
17	HAND HOLDER
18	SPUTUM CUP
19	DISINFECTANT LOTIONS
20	LUXURY TAX
21	HVAC
22	HOUSE KEEPING CHARGES
23	AIR CONDITIONER CHARGES
24	IM IV INJECTION CHARGES
25	CLEAN SHEET
26	BLANKET/WARMER BLANKET
27	ADMISSION KIT
28	DIABETIC CHART CHARGES
29	DOCUMENTATION CHARGES / ADMINISTRATIVE EXPENSES
30	DISCHARGE PROCEDURE CHARGES
31	DAILY CHART CHARGES
32	ENTRANCE PASS / VISITORS PASS CHARGES
33	EXPENSES RELATED TO PRESCRIPTION ON DISCHARGE
34	FILE OPENING CHARGES
35	INCIDENTAL EXPENSES / MISC. CHARGES (NOT EXPLAINED)
36	PATIENT IDENTIFICATION BAND / NAME TAG
37	PULSEOXYMETER CHARGES

<b>Annexure-II – Costs that are to be subsumed into Specific Procedure Charges</b>	
<b>SI No.</b>	<b>Item</b>
1	HAIR REMOVAL CREAM
2	DISPOSABLES RAZORS CHARGES (for site preparations)
3	EYE PAD
4	EYE SHEILD
5	CAMERA COVER
6	DVD, CD CHARGES
7	GAUSE SOFT
8	GAUZE
9	WARD AND THEATRE BOOKING CHARGES
10	ARTHROSCOPY AND ENDOSCOPY INSTRUMENTS
11	MICROSCOPE COVER
12	SURGICAL BLADES, HARMONICSCALPEL, SHAVER
13	SURGICAL DRILL
14	EYE KIT
15	EYE DRAPE
16	X-RAY FILM
17	BOYLES APPARATUS CHARGES
18	COTTON
19	COTTON BANDAGE
20	SURGICAL TAPE
21	APRON
22	TORNIQUET
23	ORTHOBUNDLE, GYNAEC BUNDLE

<b>Annexure-III – Costs that are to be subsumed into Costs of treatment</b>	
<b>SI No.</b>	<b>Item</b>
1	ADMISSION/REGISTRATION CHARGES
2	HOSPITALISATION FOR EVALUATION/ DIAGNOSTIC PURPOSE
3	URINE CONTAINER
4	BLOOD RESERVATION CHARGES AND ANTE NATAL BOOKING CHARGES

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5	BIPAP MACHINE
6	CPAP/ CAPD EQUIPMENTS
7	INFUSION PUMP– COST
8	HYDROGEN PEROXIDE\SPIRIT\ DISINFECTANTS ETC
9	NUTRITION PLANNING CHARGES - DIETICIAN CHARGES- DIET CHARGES
10	HIV KIT
11	ANTISEPTIC MOUTHWASH
12	LOZENGES
13	MOUTH PAINT
14	VACCINATION CHARGES
15	ALCOHOL SWABES
16	SCRUB SOLUTION/STERILLIUM
17	Glucometer& Strips
18	URINE BAG

**Annexure-IV – List of Optional items**

SI No.	Item
1	BABY FOOD
2	BABY UTILITIES CHARGES
3	BEAUTY SERVICES
4	BELTS/ BRACES
5	BUDS
6	COLD PACK/HOT PACK
7	CARRY BAGS
8	EMAIL / INTERNET CHARGES
9	FOOD CHARGES (OTHER THAN PATIENT'S DIET PROVIDED BY HOSPITAL)
10	LEGGINGS
11	LAUNDRY CHARGES
12	MINERAL WATER
13	SANITARY PAD
14	TELEPHONE CHARGES



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15	GUEST SERVICES
16	CREPE BANDAGE
17	DIAPER OF ANY TYPE
18	EYELET COLLAR
19	SLINGS
20	BLOOD GROUPING AND CROSS MATCHING OF DONORS SAMPLES
21	SERVICE CHARGES WHERE NURSING CHARGE ALSO CHARGED
22	TELEVISION CHARGES
23	SURCHARGES
24	ATTENDANT CHARGES
25	EXTRA DIET OF PATIENT (OTHER THAN THAT WHICH FORMS PART OF BED CHARGE)
26	BIRTH CERTIFICATE
27	CERTIFICATE CHARGES
28	COURIER CHARGES
29	CONVEYANCE CHARGES
30	MEDICAL CERTIFICATE
31	MEDICAL RECORDS
32	PHOTOCOPIES CHARGES
33	MORTUARY CHARGES
34	WALKING AIDS CHARGES
35	OXYGEN CYLINDER (FOR USAGE OUTSIDE THE HOSPITAL)
36	SPACER
37	SPIROMETRE
38	NEBULIZER KIT
39	STEAM INHALER
40	ARMSLING
41	THERMOMETER
42	CERVICAL COLLAR
43	SPLINT
44	DIABETIC FOOT WEAR
45	KNEE BRACES (LONG/ SHORT/ HINGED)



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46	KNEE IMMOBILIZER/SHOULDER IMMOBILIZER
47	LUMBO SACRAL BELT
48	NIMBUS BED OR WATER OR AIR BED CHARGES
49	AMBULANCE COLLAR
50	AMBULANCE EQUIPMENT
51	ABDOMINAL BINDER
52	PRIVATE NURSES CHARGES- SPECIAL NURSING CHARGES
53	SUGAR FREE Tablets
54	CREAMS POWDERS LOTIONS (Toiletries are not payable, only prescribed medical pharmaceuticals payable)
55	ECG ELECTRODES
56	GLOVES
57	NEBULISATION KIT
58	ANY KIT WITH NO DETAILS MENTIONED [DELIVERY KIT, ORTHOKIT, RECOVERY KIT, ETC]
59	KIDNEY TRAY
60	MASK
61	OUNCE GLASS
62	OXYGEN MASK
63	PELVIC TRACTION BELT
64	PAN CAN
65	TROLLY COVER
66	UROMETER, URINE JUG
67	AMBULANCE
68	VASOFIX SAFETY



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### **SECTION XII**

#### **BAGGAGE**

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.

The Company hereby agrees subject to the terms, conditions and exclusions herein contained, endorsed or otherwise expressed hereon, to indemnify the insured to the extent of the intrinsic value of the accompanied personal baggage of the Insured, so lost, destroyed or damaged by Fire, Riot & Strike, Terrorist Activity, Theft or Accident, anytime, whilst the Insured or Insured Person is travelling on tour and or on holiday, in all places and situations, during the period of insurance and within the limits stated in the Schedule hereto, provided always that the liability of the Company shall in no case exceed the sum insured on each item or on the whole total sum insured hereby.

**Insured Person** shall mean any employee/family member of Insured mentioned in the Schedule.

**Journey** shall mean the moment the Insured boards bus/train/aircraft and will continue until he reaches final destination or return to the place of origin.

#### **EXCLUSIONS**

1. Any loss or damage occurring during routine travel which are not caused by insured peril.
2. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause.
3. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear and similar articles of brittle and fragile nature, unless caused by fire or accident to the means of conveyance.
4. Loss or damage caused by mechanical or electrical derangement/breakdown of any article, unless caused by accidental external means.
5. Overwinding and denting or internal damage of watches and clocks.
6. Loss or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travel tickets or travellers cheques, business books or documents unless specifically insured..
7. Loss, destruction or damage caused by or arising from the leakage, spilling or excluding of liquids oils or material of a like nature or articles of dangerous or damaging nature.
8. Theft from any car except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
9. Loss of or damage to articles which did not form part of the baggage when the journey commences, unless specifically declared and accepted by the Company.
10. Loss, destruction of or damage to articles of due to inherent vice of commodity.
11. Loose articles such as sticks, umbrellas, sun shades, fans, deck chairs and property in use on the voyage or journey, or articles whilst being worn on the person or carried about.
12. Loss or damage, whether direct or indirect, arising from war, warlike operations, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraints and detainment by order of any Government or any other authority. In any action suit or other proceedings where the Company alleges that by reason of the above provisions any



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loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered, shall be upon the Insured.

13. Any loss or damage arising through delay, detention or confiscation by Customs or other governmental authorities.
14. a) Any loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever, resulting or arising therefrom or any consequential loss, and any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any source whatsoever.  
b) Any loss, destruction, damage or legal liability, directly or indirectly caused by or contributed to, by or arising from Nuclear weapons material.
15. Consequential loss or legal liability of any kind.
16. Loss or damage due to contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.

### CONDITIONS

#### SPECIAL

1. **Articles in pairs or sets:** 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.
2. **Single Article Limit:** Unless specifically and separately stated, the Company's liability in respect of each article or pairs of articles shall not exceed 5% of the total Sum Insured under this Policy.

#### GENERAL

1. **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.
2. **Duty of Disclosure:** This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation or non-disclosure of any material fact.
3. **Reasonable Care:** The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage.
4. **Claims procedure:** Upon the happening of any event giving rise or likely to give rise to a claim under this Policy.
  - a) The Insured shall give immediate notice thereof in writing to the nearest office with a copy to the Policy issuing office of the Company as well as lodge forthwith a complaint with the Police. The Insured must also notify the Railways, Steamship company, Airline, Hotel proprietors or the Authority in whose care the baggage was at the time of the happening of any loss or damage.
  - b) The Insured shall deliver to the Company, within 14 days of the date on which the event shall have come to the knowledge, a detailed statement in writing, of the loss or damage, with an estimate of the intrinsic value of the property lost and the amount of damage sustained. The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder and shall, if required make an Affidavit or Statutory declaration in support of such claim.
5. **Indemnity:** The Company may reinstate, repair or replace the property lost or damaged, as the case may be, instead of paying the amount of loss or damage. Upon the payment of any claim for loss under this Policy, the property in respect of which the payment is made shall belong to the Company.
6. **Average:** If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of

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the loss or damage accordingly. Every item, if more than one, of the Policy, shall be separately subject to this condition.

- 7. Contribution:** If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting any other insurance of any nature whatsoever covering the same property whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.
- 8. Subrogation:** The Insured and any Claimant under this Policy shall at the expense of the Company do and concur in doing or permit to be done all such acts and things that may be necessary or reasonable required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured`s indemnification by the Company.
- 9. Fraud:** If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or any one acting on the Insured`s behalf to obtain any benefit under this Policy, all benefits and rights under the Policy shall be forfeited.
- 10. Cancellation:** The Company may at any time cancel this Policy on the grounds of misrepresentation, fraud, non-disclosure of material facts on the Proposal Form or non-cooperation by the insured, by giving fifteen (15) days` notice in writing by courier/registered post/acknowledgement due post to the Insured at address recorded / updated in the policy. In the event of such cancellation on the grounds of mis-representation or fraud or non-disclosure of material facts, the policy shall be void, no refund of premium shall be made and no claim shall be payable under the policy. In the event of cancellation on the grounds of non-cooperation, the company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

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

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

- 11 Arbitration and Disclaimer:** If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference or if they cannot agree upon a single arbitrator within thirty days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute / difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under in accordance with provisions of the Arbitration and Conciliation Act,1996, as amended from time to time.



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

It is hereby stipulated and declared that it shall be the condition precedent to any right of action or suit upon this Policy, that the award by such arbitrator/arbitrators or umpire for the amount of the loss or damage shall be first obtained.

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

**12 Observance of terms and conditions :**The due observance and fulfillment of the terms, conditions and endorsement of this policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

**13 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.

### 14. Grievance Redressal Procedure:

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

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

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





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### **SECTION XIII** **PUBLIC LIABILITY**

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

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

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

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

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

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

#### **Definitions**

For the purposes of this Policy

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



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- 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 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



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

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

### Exceptions

The Company shall not be liable in respect of

1. Injury or Damage caused by or arising in connection with the ownership possession or use by or on behalf of the Insured of mechanically propelled vehicles locomotives aircraft aerial devices aerospace devices hovercraft or water-borne craft
2. Injury to any Employee or any claim arising under any Workmen's Compensation law
3. Damage to
  - a) any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of support
  - b) property owned leased rented or occupied by the Insured
  - c) property held in trust by or in the custody or control of the Insured other than premises at which the Insured is undertaking work in connection with the Business
  - d) that part of any property worked upon by the Insured or any person acting on behalf of the Insured which arises out of such work
4. claims arising out of liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement
5. claims arising out of a breach of the duty owed in a professional capacity by the Insured
6. claims arising out of advice design formula or specification provided for a fee
7. claims arising out of
  - a) Damage to Electronically Stored Information
  - b) any error in creating amending entering deleting or using Electronically Stored Information
  - c) the total or partial inability or failure to receive send access or use Electronically Stored Information
8. Injury or Damage directly or indirectly caused by or arising out of Pollutants unless caused by or arising out of an identifiable unexpected and accidental release (including discharge dispersal seepage migration and escape) of Pollutants which commences during any Period of Insurance and is
  - a) detected within 7 days of its commencement and

- b) reported to the Company within 7 days of its being detected

For the purposes of this Policy the commencement of any intermittent release shall be deemed to be at the start of the first release of the series

9. claims damages costs and expenses arising out of any obligation on the Insured or others to test for monitor clean up remove contain treat detoxify or neutralise or in any way respond to or assess the effects of Pollutants on structures premises sites or land currently or previously owned occupied used by or under the control of the Insured where the obligation arises out of such ownership occupancy use or control by the Insured
10. a) Products supplied except for food and drink supplied by the Insured in canteens and sports and social clubs provided by the Insured for the use of Employees
- b) contract work executed by the Insured
11. the costs of recall removal repair alteration replacement or reinstatement of any Product supplied or contract work executed by the Insured
12. the costs of remedying any defect or alleged defect in premises sold or otherwise disposed of by the Insured
13. claims arising out of Injury to persons or Damage to Tangible Property happening before the Retroactive Date
14. a) fines or penalties
- b) aggravated exemplary or punitive damages
15. a) Injury directly or indirectly caused by arising out of or in any respect based upon or related to
- i) the inhalation ingestion or bodily absorption of Asbestos
- ii) any actual or suspected exposure to Asbestos
- b) Damage directly or indirectly caused by arising out of or in any respect related to Asbestos
- c) the cost of cleaning up removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos or any material containing Asbestos
- For the purposes of this Exception Asbestos shall mean all categories varieties and forms of asbestos together with fibres and particles thereof and shall include but not be limited to chrysotile and all asbestiform amphiboles including crocidolite amosite actinolite anthophyllite tremolite richterite and winchite
16. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- a) nuclear weapons material
- b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel For the purpose of the Exception combustion shall include any self-sustaining process of nuclear fission

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17. any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
18.
  - a) Injury or Damage directly or indirectly caused by resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to such Injury or Damage
  - b) Injury or Damage directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any Act of Terrorism

For the purposes of this Exception Act of Terrorism shall mean an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for or in connection with political religious ideological ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear

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

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

### **Extension**

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

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

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

### **General Conditions**

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

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



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### 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

### 3. **More Than One Named Insured**

The first named Insured shall act on behalf of itself and all other persons or legal entities named as the Insured for all purposes of this Policy.

If the first named Insured ceases to be covered under this Policy the next named Insured shall thereafter be regarded as the “first named Insured”

### 4. **Premium Adjustment**

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

### 5. **Cancellation**

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

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

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





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

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

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

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

Provided that this Extension shall not apply in respect of

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

### **Claims Conditions**

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

When the Insured becomes aware of any event or circumstance which may give rise to a claim (regardless of any Excess) the Insured must notify the Company immediately in writing with full particulars

The notification of any such event or circumstance does not constitute notice of a claim

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

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

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

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

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

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



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

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

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

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

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

### **7. Contribution**

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

### **Renewal notice:**

The Company shall not be bound to accept any renewal premium nor give notice that such is due.

The product / plan may be withdrawn at any time, by giving a notice before 3 months from the next renewals to the Insured by Courier / Registered Post / Acknowledgement due post at the address recorded / updated in the policy. When the policy is withdrawn, the product / plan shall not be available for renewal at the due date. However, the cover under such policy shall continue till the expiry date shown in the schedule of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites.

### **Grievance Redressal Procedure:**

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

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

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



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### **SECTION XIV**

#### **WORKMEN COMPENSATION**

WHEREAS the Insured carrying on the Business described in the Schedule and no other for the purpose of this insurance by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that if at any time during the Period of Insurance any employee in the Insured's immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Insured in the Business and if the Insured shall be liable to pay compensation for such injury either under :

The Law(s) set out in the Schedule  
Or at  
Common Law

then subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

PROVIDED ALWAYS that in the event of any change in the Law(s) or the substitution of other legislation therefor this Policy shall remain in force but the liability of the company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

#### **EXCEPTIONS**

The Company shall not be liable under the policy in respect of :

- (a) any injury by accident or disease directly attributable to war invasion act of foreign enemy hostilities (whether war be declared or not) civil war ,mutiny, insurrection ,rebellion, revolution or military or usurped power.
- (b) the Insured's liability to employees of contractors to the Insured
- (c) any liability of the insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (d) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.

#### **CONDITIONS**

1. This policy and the Schedule shall be read together as one contract 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 specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this policy shall be delivered in writing to the Company.
3. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
4. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter, claim, writ, summons and process shall be notified or forwarded to the Company immediately on receipt, Notice shall also be given to the company immediately by the Insured where he shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.



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5. No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

6. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any period of Insurance within one month from expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.

7. The Company may cancel this Policy by sending seven days notice by registered letter to the Insured at his last known address and in such event the premium shall be adjusted in accordance with Condition 6.

8. If any difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

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

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company, shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in the court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. The due observance and fulfilment of the terms, conditions and endorsements of this Policy so far as they relate to anything to be done or not to be done 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.

### **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



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not be available for renewal at the due date. However, the cover under such policy shall continue till the expiry date shown in the schedule of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites.

### **Grievance Redressal Procedure:**

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

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

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