



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

Website: www.royalsundaram.in

IRDA Registration No. 102 | CIN – U67200TN2000PLC045611

WIND ENERGY COMBINED INSURANCE POLICY

Please read this Policy carefully to ensure it meets your requirements

This Policy, the Schedule (including any Schedule issued in substitution) and any Memoranda or Endorsements shall be read together as one document, any word or expression to which a specific meaning has been given in any part of this Policy shall bear such meaning wherever it appears

The Insured having paid or agreed to pay the Premium, the Company will (subject to the terms, Definitions, Exclusions and Conditions) provide the insurance described in this Policy, during the Period of Insurance stated in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium

Provided that this Policy shall not be in force unless it has been signed by an authorised official of the Company

Section I – Material Damage

This Section shall apply to the Property Insured only after successful completion of their performance/acceptance tests and put into regular use

DEFINITIONS

For the purposes of the Insurance under this Section

1. Damage

The word Damage shall mean “sudden and unforeseen physical loss of or destruction or damage to the Property Insured”

2. New Replacement Value

The cost of replacement of the Property Insured by new property of the same kind and same capacity including freight and customs duties, if any, and erection/construction costs.

3. Insurable Amount

For the purpose of the Underinsurance Provision the Insurable Amount shall be as New Replacement Value

4. Property Insured

- Buildings and Wind Turbine Generators
all as defined below and specified in the Schedule and all being the property of the Insured or for which they are responsible in the Location specified in the Schedule but excluding property unless specifically notified to and accepted by the Company as Insured Property
 - land, roads ,pavements, piers ,jetties ,bridges culverts or excavations
 - livestock growing crops or trees
 - property located in offshore
- Buildings



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buildings built mainly of brick stone concrete or other non-combustible materials unless otherwise stated in the Schedule

- Wind Turbine Generator

Wind Turbine Generators including towers, foundations, electrical and mechanical plant and machinery and other trade equipment including computer installations used for controlling the wind turbines, interconnecting cables between the wind turbines up to the public grid connector excluding transformers and remote supervisory equipment external to the wind turbine tower, unless specifically mentioned in the Schedule.

COVER

If any of the Property insured described in Section 1 of the Schedule suffers Damage at the Location specified in the Schedule by any cause not excluded the Company will in accordance with the provisions of the Insurance pay to the Insured the amount of loss or at its option reinstate or replace such property

Provided that the Company's liability in any one Period of Insurance shall not exceed

- i) the Sum Insured in respect of each item of the Property Insured stated in the Schedule under Section 1
- ii) the Sum Insured remaining after deduction for any other loss destruction or damage occurring during the same Period of Insurance unless the Company shall have agreed to reinstate any such Sum Insured

EXCLUSION

The insurance provided by Section 1 does not cover

- 1) A) Damage to any Property caused by
 - a. any fault or defect in design plan materials or specification.
 - b. inherent vice latent defect frost or change in water table level
 - c. faulty or defective workmanship
 - d. failure to adequately maintain the Property by the InsuredExcept any loss or damage caused by fire
- B) Damage caused to any item of property resulting from its undergoing any process of testing
- C) the cost of remedying
 - i) wear and tear or gradual deterioration whether by wasting grooving rust corrosion erosion or otherwise
 - ii) gradually developing defects flaws deformation distortion cracks or partial fractures
 - iii) loose parts or defective joints or seams
 - iv) scratching of painted or polished surfaces
 - v) damage to ropes unless resulting in complete severance



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- vi) damage to rubber tyres non-metallic protective linings batteries flexible pipes or hoses and driving or conveyor belts unless forming part of other damage for which indemnity is provided by this Insurance
 - vii) damage consisting of or caused by any form of corrosion or erosion howsoever the same may arise rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring vermin or insects
 - viii) change in temperature colour flavour texture or finish
- D) Damage caused by pollution or contamination
- E) Damage caused by
- a. subsidence ground heave or landslip
 - b. occurring as a result of the construction demolition structural alteration or structural repair of any property at the Location
 - c. commencing prior to the granting of cover under this Section of the Insurance.
 - d. normal settlement or bedding down of new structures.
- 4) Damage
- i) caused by errors or omissions which had occurred during the Erection Period and which were or should have been known to the Insured.
 - ii) for which a manufacturer repairer supplier or carrier shall be liable according to contractual agreement, guarantee or warranty irrespective of whether the party liable shall meet the obligations
 - iii) to exchangeable or detachable equipment and appliances or parts requiring renewal in the normal course of operation.
- 5) The first amount of each and every loss shown in Section 1 of the Schedule as Excess.
- 6) loss of use of any property, liquidated damages, penalties from delay ,detention, guarantees of performance or efficiency or any other consequential loss whatsoever incurred by the Insured.
- 7) loss or damage of the insured property or any part thereof revealed only by the making of a routine inventory or stock taking unless identifiable with a specific occurrence
- 8) the cost of any alterations, improvements or overhauls shall not be recoverable under this Policy

BASIS OF INDEMNITY:

In respect of

- i) Buildings
- ii) Wind Turbine Generators & other equipment

the Company will pay



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1. the cost of reinstatement being
 - i) where the property is lost or destroyed
 - in respect of buildings - the cost of rebuilding
 - in respect of any Wind Turbine Generator & other equipment, its replacement by a similar Wind Turbine Generator/equipment in a condition equal to but not better nor more extensive than its condition when new
 - ii) where the said property is damaged the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better nor more extensive than its condition when new
2. the cost of complying with Public Authorities requirements being such additional cost of reinstatement of the property as may be incurred with the Company's written consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon the Insured following the Damage provided that the reinstatement is completed within twelve months of the occurrence of the Damage or within such further time as the Company may in writing allow.

However the Company shall not be liable in respect of

- requirements relating to undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance)
 - any rate tax duty development or other charges or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to.
3. the cost of removing debris being the cost incurred with the Company's written consent in removing debris dismantling demolishing shoring up and propping portions of the property subject to a maximum of 10% of the amount of claim otherwise admissible but excluding any costs or expenses
 - 1) incurred in removing debris from outside the Location other than from the area immediately adjacent thereto
 - 2) arising from pollution or contamination of property not covered by this insurance
 4. the cost of professional fees being those necessarily incurred in the reinstatement of the property but not for preparing any claim it being understood that the amount payable for such fees shall not exceed those authorised under the scales of the various institutions and/or bodies regulating such charges and subject to a maximum of 5% of the claim amount.

General Provisions:

1. Partial Damage

Where Damage occurs to only part of the property the Company's liability shall not exceed the amount which the Company would have been liable to pay had the property been wholly destroyed



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2. Reinstatement on Another Site

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the Insured provided that it does not increase the Company's liability

3. Alternative Basis of Settlement

The Company's liability shall be limited to the Alternative Basis of Settlement (as defined below)

- a. until the cost of reinstatement has actually been incurred
- b. if the work of reinstatement is not carried out as quickly as is reasonably practicable

under the Alternative Basis of Settlement the Company will pay the value of the property at the time of Damage including the cost of

- complying with Public Authorities requirements
- removing debris
- professional fees

as defined in items 2,3 and 4 under Basis of Indemnity above and subject to the provisions and exceptions applying to those costs

4. Underinsurance

If at the time of the Damage

-the Sum Insured by the relative item on Building or Wind Turbine Generators or other equipment is less than the Insurable Amount, the amount otherwise payable shall be proportionately reduced

SPECIAL PROVISIONS

1 Examination of Property Insured

The Company's officials shall have the right to inspect the Property Insured at all reasonable times during the Period of Insurance

2 Limitations of Loading

The Company shall be notified of any proposed alterations or additions to any Property Insured and of any proposed departure from ordinary working conditions and if any such modifications be made or the maximum current or pressure at which an insured item is designed to operate or any lower maximum stipulated by the Company in writing be exceeded without the consent of the Company thereto in writing having been obtained then in the event of Damage no liability shall attach to the Company in respect of such item

3 Minor Repairs

The Insured may not proceed with minor repairs of any Wind Turbine Generators necessitated by any Damage without the written consent of the Company. If any damaged Property Insured is put into use prior to repair, any extension of the Damage resulting from such use shall be at the expense of the Insured



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4 In respect of computer installations forming part of the Wind Turbine Generator the Insured will at all times keep in force at their own expense maintenance contracts providing for preventative and remedial maintenance .

5 Operation and Maintenance

The Insurance is conditional upon the Insured complying with the following conditions

- the Insured shall maintain a service contract with the manufacturers of the Wind Turbine Generators or another service approved by the manufacturers or by the Company
- a minimum of two annual inspections being made as per the servicing contract one of which must be a complete overhaul of each Wind Turbine Generator
- the directions of the manufacturer of the Wind Turbine Generator regarding the operation use load and maintenance of the Wind Turbine Generator must be fully complied with by the Insured
- a lightning conductor approved by the Company shall be mounted on each Wind Turbine Generator. The conductor shall provide protection to the Wind Turbine Generator and any electrical monitoring equipment.
- the tower and foundations of the Wind Turbine Generator shall be maintained in compliance with the design which shall have been approved by the Bureau of Indian Standards (BIS) for Wind Turbine Generators

6 Alterations and Additions

If during the Period of Insurance

- alterations or additions are made to any Property insured
- and such additional property is not otherwise insured

it will be held covered under the relative items of this Insurance from the time from which the Insured become responsible for it until the next renewal of the insurance at which date specific insurance shall be effected.

The Limit of Indemnity by each item shall be deemed to be increased for that balance period only by the value of the additional property insured under the item but by not more than 10% of the Limit of Indemnity under Section 1 and subject to the Company's liability not exceeding Rs.25,000 in respect of additional property. All the provisions and Conditions of this insurance shall apply to this Extension except as expressly hereby varied

7. Automatic Reinstatement after a Loss

In the absence of written notice by the Insured or the Company to the contrary within 30 days of the occurrence of any Damage the Company's liability shall not be reduced by the amount of any loss and the Insured shall pay the appropriate additional premium for such automatic reinstatement. This provision shall apply only in respect of the first claim advised by the Insured in each Period of Insurance. No extra premium will be charged towards reinstatement of sum insured following a claim, provided the claim amount payable/paid is not more than 10% of the policy sum insured



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SECTION 2 Business Interruption

COVER

If the Business carried on at the Location specified in the Schedule by the Insured is interrupted or interfered with in consequence of an Insured Event (as defined below) the Company will pay to the Insured the amount of loss resulting from such interruption or interference in accordance with the Basis of Settlement stated herein.

Insured Event

Event occurring during the Period of Insurance resulting in loss destruction or damage in respect of which:

payment has been made or liability admitted under Section 1 of this Policy

or

payment would have been made or liability admitted under Section 1 of this Policy but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

Limit of Liability

The liability of the Company under Section 2 in respect of each item in the Schedule shall not exceed the Limit of Indemnity set against such item.

BASIS OF SETTLEMENT

The cover provided under this Section shall be limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity hereunder shall be

(a) in respect of Reduction in Turnover:

the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the Insured Event

(b) in respect of Increase in Cost of Working:

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Insured Event, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Insured Event

provided that if the Limit of Indemnity by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Definitions

1. Gross Profit
The amount by which



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- the sum of the amount of the Turnover and the amount of the closing stock and work in progress shall exceed
- the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

Note: The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

2. Uninsured Working Expenses

The following variable expenses of the Business are not covered by this Policy:

- A. turnover and purchase taxes
- B. purchases (less discounts received)
- C. carriage, packing and freight

3. Turnover

The money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in the course of Business at the Location.

4. Indemnity Period

The period beginning with the occurrence of the Insured Event and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence thereof. Provided always that the Company is not liable for the amount equivalent to the Rate of Gross Profit applied to the Standard Turnover during the period of Time Excess stated in the Schedule.

5. Rate of Gross Profit: the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Insured Event } to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event.
- Annual Turnover: the Turnover earned during the twelve months immediately before the date of the Insured Event }
- Standard Turnover: the Turnover during that period in the twelve months immediately before the date of the Insured Event which corresponds with the Indemnity Period appropriately adjusted where the Indemnity Period exceeds twelve months }

PROVISIONS:

Memo 1 – Benefits from Other Premises

If during the Indemnity Period goods are sold or services are rendered elsewhere than at the Location for the benefit of the Business either by the Insured or by others acting on his behalf, the money paid or payable in respect of such sales, or services shall be taken into account in arriving at the Turnover during the Indemnity Period.



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Memo 2 – Return of Premium

If the Insured declares at the latest six months after the expiry of any policy year that the Gross Profit earned during the accounting period of twelve months most nearly concurrent with any period of insurance was less than the Limit of Indemnity thereon a pro rata return of premium not exceeding one third of the premium paid on such Limit of Indemnity for such period of insurance shall be made in respect of difference.

If any Insured Event has occurred giving rise to a claim under this Section, such return shall be made in respect only of so much of said difference as is not due to such Insured Event.

VALUE ADDED TAX

Note 1 To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms of this Section of the Policy shall be exclusive of such tax

CURRENT COST ACCOUNTING

Note 2 For the purposes of this Section of the Policy any adjustment implemented in current cost accounting shall be disregarded

For the purpose of any claim arising from an Insured Event occurring before the completion of the first year's trading of the Business the term Standard Turnover shall bear the following meanings and not as stated above

New Business Standard Turnover:

The proportional equivalent for a period equal to the Indemnity Period of the Turnover realised during the period between the date of the commencement of the Business and the date of the Insured Event	based upon the estimated production programme of the Business, to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event
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Exclusions:

The Company shall not be liable under this Section in respect of:

1. any delay directly or indirectly attributable to:
 - a. shortage, destruction, deterioration of or damage to any materials or operating media necessary for conducting the Business.
 - b. any restrictions on reconstruction or operation imposed by a public authority.
 - c. alterations, additions, improvements, rectification of defects or faults or elimination of any deficiencies carried out during the repair or replacement of destroyed or damaged items.
 - d. non-availability of funds for the repair or replacement of destroyed or damaged items.
 - e. failure of the public electricity or gas or water supply or failure of the public effluent disposal services howsoever arising.



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2. any loss due to penalties or fines, lack of performance, loss of contract, breach of contract, late completion or non-completion of orders.

EXTENSIONS OF COVER

1. PROFESSIONAL ACCOUNTANTS CHARGES

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required under Claims Condition 1 (2) of this Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates

The Company shall pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Company under the terms of Claims Condition 1 (2) of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided that the sum of the amount payable under this Extension shall in no case exceed the Limit of Liability in respect of Professional Accountants' Charges shown in Section 2 of the Schedule.

SECTION 3- Public Liability

The Insurance by this Section is on the 'Claims Made' basis, which means it covers only claims notified during the Period of Insurance. The Limit of Indemnity applies to all damages and costs and expenses, including those incurred both by the Insured and the Company.

Cover

The Company will indemnify the Insured against Loss arising out of any claim or series of claims or notification of circumstance which is alleged to have or has caused Loss first made against the Insured during any Period of insurance and notified to the Company during or within 30 days after the expiry of the same Period of Insurance in respect of

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

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

Definitions

For the purposes of this Section of the Policy

1. Business shall mean the Business as mentioned in the Schedule and shall include
 - a) the provision and management of canteen social sports and welfare organisations for the benefit of the Insured's employees and first aid, fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
 - b) private work undertaken by any Employee for any director partner or Employee with the prior consent of the Insured.
2. Loss shall mean physical destruction or damage and shall include all resultant loss of use of anything physically lost or damaged.



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3. Employee shall mean any

- a) person under a contract of service or apprenticeship with the Insured
- b) person hired to or borrowed by the Insured
- c) self-employed person on contract
- d) person employed by labour-only sub-contractors

while working for the Insured in connection with the Business.

4. Geographical Limits shall mean within India

5. Injury shall mean bodily injury disease or illness including death resulting there from but not including

- a) libel, slander, false arrest, wrongful conviction, wrongful detention, mental anguish injury or shock
- b) infringement of plans, copyright, patent, trade name, trademark, registered design

6. cost and expenses means

damages, claimant's costs and expenses for which the Insured is liable at law and other costs and expenses incurred either by the Company or by or on behalf of the Insured with the Company's written consent.

7. Pollutants shall mean any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acids, alkalis, bacteria chemicals, sewage and waste. Waste shall include materials to be recycled reconditioned or reclaimed.

8. The terms "Product" and/or "Works" shall whenever used herein

- (i) be deemed to mean any property after it has left the custody or control of the Insured which has been designed specified formulated manufactured constructed installed sold supplied distributed treated serviced altered or repaired by or on behalf of the Insured
- (ii) be deemed to include any design, plan, specification, formula, labeling, packing, instructions for use, or similar only insofar as provided in connection with or incorporated in any product supplied by or behalf of the Insured or in connection with any works performed by or on behalf of the Insured and shall not include any other Product or Works than that described in (7) (i) (above).

9. 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.

10. Deductible shall mean the total amount payable by the Insured or any other person entitled to indemnity before the Company shall be liable to make any payment in respect of Damage to Property arising out of any one claim or series of claims consequent on or attributable to one source or original cause

If any payment made by the Company shall include the amount for which the Insured or any other person entitled to indemnity is responsible such amount shall be repaid to the Company forthwith.



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11. Property shall mean material property
12. Claims Series shall mean all claims of a series (whether arising in one Period of insurance or not) consequent on or attributable to one source or original cause

Provided that where injury or Damage occurs from continuous or continual inhalation ingestion or application of any substance and the Insured and Company cannot agree when the Injury or Damage occurred

- a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury
- b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause remained unknown

Extensions:

1. 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 applicable under this Section hereof and due to expire upon the Renewal Date shall be extended for an uninterrupted period of 180 days 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 Section of the 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 by Exclusions No. 11.

2. Indemnity to Others

The following shall be indemnified subject to the Limit of Indemnity in this Section of the 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 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
 - b) 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 but this shall not include medical or dental practitioners in relation to medical services provided each of whom shall as though the Insured be subject to the terms, Exclusions and Conditions of this Section of the Policy so far as they can apply.



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Special Provision

If the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy has been issued to each Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity in respect of any one occurrence mentioned in Section 3 of the Policy Schedule.

Limit of Indemnity

Irrespective of the number of parties entitled to indemnity under this Section of the Policy the total amount payable by the Company under this Section of the Policy for loss shall not exceed the Limit of Indemnity shown on the Schedule

Exclusions:

The Company shall not provide indemnity 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 or any other person entitled to indemnity of any
 - a) mechanically propelled vehicles except legal liability arising out of
 - i) the loading or unloading of any vehicle or trailer beyond the limits of any carriageway or thoroughfare
 - ii) use of plant at the premises of the Insured
 - iii) any motor vehicle temporarily in the Insured's custody or control for the purpose of parking.

except that the Company shall not provide indemnity where cover is provided under any motor insurance contract or where insurance or security as required by law
 - b) aircraft or aerial or aero spatial devices
 - c) hovercraft or water-borne craft other than hand propelled craft in territorial or inland waters.
2. 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.
3. liability caused by or arising from any Products after they cease to be in the custody or under the control of the Insured or any Employee other than food or drink for consumption on the Insured's premises.



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(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

Website: www.royalsundaram.in

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4. liability arising out of deliberate, wilful or intentional non-compliance with any statutory provision.
5. liability arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
6. claims arising out of liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement.
7. Injury to any Employee or any claim arising under any Worker's or Workmen's Compensation law.
8. claims arising out of advice design formula or specification provided for a fee.
9. claims arising out of breach of the duty owed in a professional capacity by the Insured.
10. claims and Loss directly or indirectly caused by or arising from Pollutants.
11. claims and Loss 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 or occupied or used by or under the control of the Insured where the obligation arises out of such ownership occupancy use or control by the Insured.
12. Statutory liability arising under the Public Liability Insurance Act 1991 and Public Liability Insurance Rules 1991.
13. the Excess noted on the Schedule
14.
 - a) fines or penalties
 - b) aggravated exemplary or punitive damages
 - c) Loss ordered or awarded by a court of Criminal Jurisdiction
 - d) liquidated damages except to the extent that such damages would have been payable in the absence of any contract or agreement.
15. claims and Loss arising out of Injury to Persons and Damage to Property happening before the Retroactive Date shown on the Schedule.
16. the costs of remedying any defect or alleged defect in premises disposed of by the Insured.
17. claims and Loss arising from pure financial loss.
18. liabilities arising directly or indirectly due to
 - (a) mining, processing, transportation, distribution and/or storage of asbestos or
 - (b) the manufacture of asbestos products and/or processing of material containing asbestos or
 - (c) any process of decontamination, treatment or control of asbestos.

This will only apply to Injury arising in consequence of the inhalation of asbestos fibre, and to damage to property or loss of use property, due to the presence of asbestos



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Special 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, works, machinery and plant in sound condition. The Insured at his own expense shall cause any defect or danger to be made good or remedied as soon as possible after discovery and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

2. 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.

3. Policy disputes clause

Any dispute concerning the interpretation of the terms, Conditions, limitations or Exclusions contained herein is understood and agreed by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within India and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

Claims Conditions:

1. Reporting of any Incident to the Company

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

i) 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. 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



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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.

4. 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 Loss amount already paid] 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.

5. Other Insurance

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.

GENERAL EXCLUSIONS (Applicable to all sections)

1. War

The Company shall not be liable for loss, destruction, damage or liability occasioned by or happening through war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, civil commotion, military or usurped power, martial law, conspiracy, confiscation, commandeering, any act of any malicious person or group of malicious 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.

2. Radioactive Contamination

The Company shall not be liable in respect of Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-

ionising radiations or contamination by radioactivity from any nuclear fuel or nuclear weapon material or from any nuclear waste from the combustion of nuclear fuel the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

3 Nuclear Exclusion

The Company shall not be liable for loss, destruction, damage or liability caused by or arising from or in consequence, directly of nuclear reaction, nuclear radiation or radioactive contamination.

4 Willful Act

The Company shall not be liable in respect of loss damage or liability which results from a deliberate act or omission of the Insured which could reasonably have been expected having regard to the nature and circumstances of such act or omission.



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5. Electronic Data Exclusion

Notwithstanding any provision to the contrary in the Policy or any endorsement thereto, it is understood and agreed as follows:

- i. This Policy does not insure:
 1. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of ELECTRONIC DATA,
 2. error in creating, amending, entering, deleting or using ELECTRONIC DATA, or
 3. total or partial inability or failure to receive, send, access or use ELECTRONIC DATA for any time or at all

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment

ii. However, in the event that a peril listed below (being a peril insured by this Policy but for this Exclusion) is caused by any of the matters described in paragraph (a) above, this Policy, subject to all its provisions, will insure:

- i. physical loss or destruction of or damage to Property insured directly caused by such listed peril, and/or
- ii. consequential loss insured by this Policy

6. Terrorism

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.

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.



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GENERAL CONDITIONS(Applicable to all sections)

1. POLICY VOIDABLE

This Policy shall be voidable in the event of misrepresentation misdescription or non disclosure in any material particular

2. ALTERATION

This Policy shall be voidable if after the commencement of the insurance

- (a) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
- (b) the interest of the Insured ceases other than by death or
- (c) any alteration is made either in the Business or in the Location or property therein whereby the risk of Damage or injury or an Insured Event is increased unless admitted by the Company in writing

3. TERMINATION

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.

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

4. REASONABLE PRECAUTIONS

The Insured shall maintain the Property in a proper state of repair and take all reasonable precautions to prevent Damage thereto.



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The Insured shall comply with all statutory or other regulations and will employ only competent employees and shall observe all manufacturer's instruction concerning

(i) the inspection of machinery, plant equipment and apparatus

(ii) the safety of persons or property

5. DUTY OF MAINTENANCE

Original WTG manufacturer or a service provider approved by Original WTG manufacturer provides maintenance and service throughout the duration period of the insurance policy

CLAIMS CONDITIONS (applicable to all Sections)

ACTION BY THE INSURED

- 1 (1) (a) In the event of any occurrence in consequence of which a claim is or may be made under any Section of this Policy the Insured shall
- notify the Company immediately and at the latest within 15 days.
 - notify the police authority immediately it becomes evident that any loss has been caused by malicious persons or thieves if insured by this Policy
 - carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage
 - deliver to the Company at the Insured's expense
 - (i) full information in writing of the Property suffering Damage and the amount of the Damage .
 - (ii) details of any other insurance on any Property¹ hereby insured within 30 days after such loss (7 days in the case of loss caused by malicious persons) or such further time as the Company may allow
 - (iii) all such proofs and information relating to the claim as may be reasonably required
 - (iv) if demanded a statutory declaration of the truth of the claim and of any matters connected with it
- (b) No claim under this Policy shall be payable unless the terms of this Condition have been complied with
- (c) If the Company elects or becomes bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably

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sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Limit of Indemnity thereon

- 1(2) (a) In the event of any occurrence in consequence of which a claim is or may be made under Sections 1, 2 & 3 of this Policy the Insured shall
- notify the Company immediately
 - deliver to the Company at the Insured's expense within 7 days of its happening full details of any loss caused by malicious persons
 - with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
- (b) In the event of a claim being made under Sections 1,2 & 3 of this Policy the Insured at his own expense shall not later than 30 days after the expiry of the Indemnity Period or within such further time as the Company may allow deliver to the Company in writing particulars of his claim together with details of all other insurance covering the Property used by the Insured at the Location for the purpose of the business or any part of it or any resulting business interruption loss
- deliver 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 be reasonably required by the Company for the purpose of investigating or verifying the claim together with if demanded a statutory declaration of the truth of the claim and of any matters connected with it
- (c) If the terms of this Condition have not been complied with
- no claim under the relevant Section of this Policy shall be payable and
 - any payment on account of the claim already made shall be repaid to the Company forthwith

2 Fraud

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

3 Contribution (except for Section 3)

If at the time of any claim there is any other insurance covering the Insured's interest in the property lost destroyed or damaged or the same legal liability the Company's liability under this Policy shall be limited to its ratable proportion of such claim

If any such other insurance is subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner

If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with the Policy either in whole or in part or from contributing ratably to the loss destruction or damage the Company' liability hereunder shall be limited to such proportion of the loss destruction or damage as the sum hereby insured bears to the value of the property.



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This Condition shall be taken as applying separately to Property and Business Interruption and the amount insured shall be taken as the amount hereby insured for the purpose of calculating Average and Contribution

4 Control of Claims

a) On the happening of any loss destruction or damage in respect of which a claim is or may be made under the Policy the Company and every person authorised by the Company may without thereby incurring any liability and without diminishing the right of the Company to rely upon any Conditions of the Policy enter and take or keep possession of the building or premises where the loss destruction or damage has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner

This Condition shall be evidence of the leave and licence of the Insured to the Company so to do and if the Insured or anyone acting on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in doing any of the above-mentioned acts then all benefit under this Policy shall be forfeited The Insured shall not in any case be entitled to abandon any property to the Company.

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 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 any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim The Insured shall give all such assistance as the Company may require

5 Subrogation

Any claimant under this Policy shall at the request and 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 requested 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 indemnification by the Company

6 Arbitration

If any dispute or difference shall arise as to the quantum to be paid under the 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.

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



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7. 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.

8. 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