



## **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

### **COMBINED FIRE AND BURGLARY SHIELD POLICY –COMMERCIAL**

#### **SECTION I** **FIRE AND 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



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

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



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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 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



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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

- 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.



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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.

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.



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

It is hereby 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.

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



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- 1 loss or damage
  - a) of or to
    - i) Money or securities unless specifically insured.
    - ii) gold, silver articles, watches, jewellery, precious stones, medals, coins, curios, sculptures, rare books, plans, moulds, designs, deeds, bonds, business books or papers unless specifically insured.
    - iii) any part of the Property while in the open or in any outbuilding, unless specified in the Schedule or by endorsement.
    - iv) computer systems records.
  - b) expedited or in any way brought about by the Insured or any member of the Insured's family household or any employee of the Insured or by any person lawfully on the premises.
  - c) by or consequent upon fire or explosion.
- 2 consequential loss or damage of any kind or description
- 3 loss or damage which is recoverable under Fire or Plate glass insurance policy or any other policy
- 4 Loss of Money and/or Property abstracted from any safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.
- 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



## **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

unless the consent of the Company to the continuance of insurance is obtained and signified on the Policy.

### **Claims Conditions**

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

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

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

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

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

b) notify the Police immediately.

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

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

- full information in writing about the claim,

- details of all other insurances relating to the claim,

- all business invoices, accounts and other documents in support of the claim.

#### **3. Recoveries**

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

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

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

#### **5. Indemnity**

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



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### 6. Other Insurances - Contribution

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

### 7. Differences

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

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

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

Please note

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

### General Conditions

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

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



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

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

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

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

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

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

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

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

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

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

### 7. **Cancellation**

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

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

<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



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Not exceeding 6 months	70% of Annual Premium
Not exceeding 7 months	80% of Annual Premium
Not exceeding 8 months	90% of Annual Premium
Exceeding 8 months	Full Annual Premium

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

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

### 9. Maintenance of books

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

### 10. Renewal notice:

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

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

### 11. Grievance Redressal Procedure:

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

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