



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

Insure 123 policy

Whereas the Insured described in the Schedule hereto (hereinafter called the “Insured”) by a proposal and declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to **ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED** (formerly known as Royal Sundaram Alliance Insurance Company Limited) (hereinafter called the “Company”) for the insurance hereinafter contained and has paid the premium stated in the Schedule as consideration for such Insurance during the Period of Insurance stated in the Schedule.

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

SECTION I ---BURGLARY INSURANCE

This Section is only operative if shown as such in the Schedule

1. OPERATIVE CLAUSE

Where this Section I is shown as Included in the Schedule hereto, the Company agrees to indemnify the Insured to the extent of the intrinsic value of:

- (a) any loss of or damage to the Property Insured by this Section or any part thereof whilst contained in the Premises described in the Schedule hereto due to Burglary or House-breaking (following upon actual forcible and violent entry into and/or exit from the Premises) or Hold-up,
- (b) damage caused to the Premises to be made good by the Insured resulting from Burglary or House-breaking or any attempt thereat,

occurring at any time during the Period of Insurance.

Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item nor the Total Sum Insured stated in Section I of the Schedule.

2. EXCLUSIONS

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

- (i) Gold or silver articles, watches, jewellery or precious stones, medals, coins, curios, sculptures, manuscripts, rare books, plans, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheques, bank drafts, money, cash, currency notes, postal orders, securities, stamps, collections of stamps, business books or papers, unless specifically insured.
- (ii) Loss or damage where any inmate or member of the Insured’s household or of his business staff or any other person lawfully on the Premises in the course of the business is involved in the actual theft or damage to any of the articles or Premises or where such loss or damage has been expedited or any way assisted or brought about by any such person or persons.
- (iii) Loss or damage which is recoverable under Section 1 of this policy or under any Fire or Plate Glass Insurance Policy.
- (iv) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot or strike, civil commotion, terrorist



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activities, earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.

- (v) Consequential loss or legal liability of any kind.

3. SPECIAL CONDITIONS TO SECTION I

3.1. Cover under this Section shall cease to attach:

- a) 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,
- b) if the Insured shall cause or suffer any material alteration to be made in the Premises or anything to be done whereby the risk is increased,
- c) to any property in which the interest of the Insured shall pass from the Insured otherwise than by will or operation of law,

unless in every case, the consent of the Company is obtained to the continuance of the Insurance under this Section and such consent is signified on the Policy in the form of an endorsement.

3.2. REINSTATEMENT OF SUM INSURED

Immediately upon the happening of any loss or damage as described in this Section I of the policy, the Total Sum Insured and the Sums Insured upon the various items of the Property Insured which have been lost or damaged, shall be reduced by the amount of such loss or damage and such reduced Sums Insured shall be the limit of the Company's liability during the current Period of Insurance unless the Company consents, upon payment of additional premium, to reinstate to the full Sums Insured.

3.3. CLAIMS PROCEDURE

Upon the happening of any event giving rise or likely to give rise to a claim under this Section of the Policy:

- a) the Insured shall give immediate notice thereof in writing to the nearest office of the Company, with a copy to the Policy-issuing office of the Company as well as lodge forthwith a complaint with the Police.
- b) the Insured shall deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing of the loss or damage, with an estimate of the intrinsic value of the property lost and the amount of damage sustained, respectively.
- c) the Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.

3.4. 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 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 and not more than the Sum Insured thereon.

3.5. AVERAGE

If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in this Section I of the Policy, shall be separately subject to this condition.



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SECTION II MONEY INSURANCE

1. OPERATIVE CLAUSE

The Company agrees to indemnify the Insured against loss of Money in transit, by the Insured or the Insured's authorised employee(s), occasioned by Robbery, Theft or any other fortuitous cause. Further, the Company shall also indemnify the Insured against loss of Money by Burglary, Housebreaking, Robbery or Hold-up, whilst such Money is retained at the Insured's premises in safe(s) or a strongroom, more particularly described in Section II of the Schedule.

2. DEFINITIONS

For the purposes of this Section II of the policy:

- a) Money shall mean and include cash, bank drafts, currency notes, treasury notes, crossed cheques, postal orders and current postage stamps.
- b) Bank shall mean and include banks of every description, Post Offices, and the Government Treasury.

3. EXCLUSIONS

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

- a) shortage due to error or omission.
- b) loss of Money entrusted to any person other than the Insured or an authorised employee of the Insured.
- c) loss of Money where the Insured or his employee is involved as principal or accessory, except loss due to fraud or dishonesty of any cash-carrying employee of the Insured, occurring whilst in transit and discovered within 48 hours.
- d) loss occurring on the premises, after business hours, unless the Money is in a locked safe or strongroom.
- e) loss occasioned by riot, strike or terrorist activity.
- f) Money carried under a contract of affreightment or theft of Money from any unattended vehicle.
- g) loss of Money from safe or strongroom or any duplicate thereof belonging to the Insured, unless this has been obtained by violence or by the threat thereof.
- h) consequential loss or legal liability of any kind.
- i) loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks insured against under this Section II are unnecessarily increased.

4. SPECIAL CONDITIONS

4.1. MAINTENANCE OF BOOKS & KEYS

The Insured shall keep a daily record of the amount of cash contained in the safe or strong room and such record shall be deposited in a secure place other than the safe or strong room and produced as documentary evidence in support of a claim under this policy. The keys of the safe or strong room shall not be left on the Premises out of business hours unless the Premises are occupied by the Insured or any other authorised employee of the Insured in which case such keys if left on the Premises shall be deposited in a secure safe not in the vicinity of the safe or strong room.

4.2. CLAIMS PROCEDURE

Upon the Insured coming to know of any occurrence giving rise to a claim or likely to give rise to a claim under this Section II of the policy:



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- a) the Insured shall give immediate notice to the Police and to the policy-issuing office of the Company and take all practical steps to discover the guilty person or persons and to recover any Money lost.
- b) the Insured shall deliver to the Company within fourteen days from the date on which the event shall have come to his knowledge a detailed statement in writing of the loss.
- c) the Insured shall furnish all explanations, vouchers, proof of ownership and other evidence to substantiate the loss and the Company may, if it deems necessary, require corroborative evidence of the statements of the Insured or any of the Insured's family members or employees.

4.3. THE COMPANY'S RIGHTS OF RECOVERY

The Company shall be entitled in the name of the Insured to have the absolute control over the conduct of all or any proceedings that it considers necessary for the purpose of tracing or recovering any Money lost or securing reimbursement in respect of any Money lost and the Insured shall at the Company's expense furnish all such assistance as may reasonably be required by the Company in connection with such proceeding, and in the event of any or all of the Money being recovered, it shall be imperative upon the Insured to refund to the Company such proportion of the sum allowed by way of indemnity as the amount recovered bears to the total amount of the Money lost.



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SECTION III FIDELITY GUARANTEE

1. OPERATIVE CLAUSE

The Company agrees to indemnify the Insured against any direct pecuniary loss sustained by reason of any act of fraud or dishonesty committed by any Employee during the Period of Insurance and during the period of uninterrupted service of such Employee with the Insured and discovered during the continuance of this Section III of this policy or within twelve calendar months of the expiry thereof and in the case of death, dismissal, resignation or retirement of the Employee within twelve calendar months of such death, dismissal, resignation or retirement whichever of these events shall first happen.

PROVIDED ALWAYS THAT

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

2. EXCLUSIONS

The Company shall not be liable under this Section III in respect of losses arising elsewhere than in India.

3. DEFINITION

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

4. SPECIAL CONDITIONS TO SECTION III

- 4.1. On the discovery of any act or default or any circumstances which may give rise to a claim, the Insured shall:
 - (a) forthwith give written notice to the issuing office of the Company;
 - (b) immediately take all steps to prevent further loss;
 - (c) supply at the request of and free of expense to the Company all such proof, information and other evidence (verified by statutory declaration if so required) relating to the claim as the Company may require.
- 4.2. If the Insured is or shall hereafter be guaranteed by any other person, society or company or hold any other security or insurance against such loss as is hereby guaranteed, the Insured shall only be liable to bear its rateable proportion of such loss with such person, society or company or securities or insurance.



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43. Any money of the Employee in the hands of the Insured and any money which but for the Employee's dishonesty would have been due to the Employee from the Insured shall be deducted from the amount otherwise payable under this policy. Any money recovered after the settlement of any claim shall be the property of the Company not exceeding, however, the amount paid by the Company.
44. The Insured shall if and when required by the Company but at the expense of the Company, use all diligence in prosecuting any Employee for conviction for any act which such Employee shall have committed and in consequence of which a claim may be made under this Policy . The Insured shall at the Company's expense give all information and assistance to enable the Company to sue for and obtain reimbursement from any such Employee by reason of whose acts or defaults a claim has been made, or against the estate of such Employee, for money which the Company shall have become liable to pay in respect thereof.
45. Unless the Company be advised and its written approval be obtained, the Company shall not be liable hereunder in the event of any change in the nature of the Business of the Insured or in the duties and conditions of service of the Employee or if remuneration of the Employee be reduced or its basis altered or if the precautions stated by the Insured with regard to accounting be not duly followed or if the Insured shall continue to entrust the Employee with money or goods after having knowledge of any material fact bearing on the honesty of the Employee.
46. If required by the Company, the authorized representative of the Company shall in case of any loss to the Insured be permitted at all reasonable times to examine the circumstances of such loss and the Insured shall on being required so to do by the Company produce all books of accounts, receipts, or documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way enable the Company to ascertain the correctness thereof or the liability of the Company under this policy.
47. The Company shall be entitled at its own expenses and for its own benefit, in the name of the Insured to prosecute all claims and exercise all rights of action competent to the Insured against the Employee in respect of any act insured against in connection with which it may have made payment under this Policy and the Insured shall give to the Company all such information and assistance as may be reasonably required for the exercise of such claims or rights.
48. For the purpose of identifying the Employee in all cases of change of residence or occupation or change of name whether by marriage or otherwise, due notice thereof in writing shall be given by the Insured to the Company.
49. The Company shall not be bound to give notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to any contract of insurance and the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the Company.
- 4.10. Any of the circumstances in relation to these Special Conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially effect the Company notwithstanding subsequent acceptance of any premium.



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SECTION IV: PERSONAL ACCIDENT INSURANCE

1. OPERATIVE CLAUSE

The Company agrees that if any of the Insured Persons named or described in Section IV of the Schedule shall sustain any bodily injury resulting solely and directly from accident caused by external, violent and visible means it will pay to the Insured the sum hereinafter set forth.

- a) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured Persons, the Company will pay to the Insured the Capital Sum stated in Section IV of the Schedule hereto, applicable to such Insured Person.
- b) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of:
 - (i) the total and irrecoverable loss of sight in both eyes or the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or such loss of sight in one eye and such loss of one entire hand or one entire foot,
 - (ii) the total and irrecoverable loss of use of two hands or of two feet or of one hand and one foot, or of the total and irrecoverable loss of sight in one eye and of use of one hand and one foot,

the Company will pay to the Insured the Capital Sum applicable to such Insured Person as shown in Section V of the Schedule hereto.

- c) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of:
 - i) the total and irrecoverable loss of the sight in one eye or the actual loss by physical separation of one entire hand or of one entire foot
 - ii) the total and irrecoverable loss of use of one hand or of one foot, without physical separation

the Company will pay to the Insured fifty percent (50%) of the Capital Sum applicable to such Insured Person as shown in Section IV of the Schedule hereto.

NOTE: For the purposes of clauses b) and c) above, 'physical separation' of a hand means separation at or above the wrist, and of a foot means at or above the ankle.

- d) If such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely disable the Insured Person from engaging in, being occupied with or giving attention to any employment or occupation of any description whatsoever, the Company will pay to the Insured a lump sum equal to one hundred percent (100%) of the Capital Sum

applicable to such Insured Person as shown in Section IV of the Schedule hereto.

2. EXTENSION OF COVER

In the event of the death of any Insured Person due to accident as defined in this Section of the policy outside his or her residence, the Company shall pay in addition to the amount payable under clause 1 a), for transportation of the dead body of the Insured Person to the place of residence, a lump sum of Rs. 2,500/-.

3. EXCEPTIONS

The Company shall not be liable under this Section of the Policy for:

- a) Compensation under more than one of the sub-clauses of the Operative Clause of this Section in respect of the same period of disablement of the Insured Person.



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- b) Any other payment to the same person after a claim under the sub-clauses (a), (b) or (d) has been admitted and become payable. However, amounts relating to medical expenses, carriage of dead body, would be payable in addition if applicable.
- c) Any payment in the event of more than one claim in respect of any one Insured Person during any one Period of Insurance by which the maximum liability of the Company as specified in Section V of the Schedule applicable to such Insured person would exceed the sum payable under sub-clause (a) of the Operative Clause of this Section in respect of such Insured Person. However, amounts relating to medical expenses and carriage of dead body would be payable in addition if applicable.
- d) Payment of weekly compensation until the total amount shall have been ascertained and agreed.
- e) Payment of compensation in respect of death, injury or disablement of the Insured Person
 - (i) from intentional self-injury, suicide or attempted suicide,
 - (ii) whilst under the influence of intoxicating liquor or drugs.
 - (iii) whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world. [‘Standard type of aircraft’ means any aircraft duly licensed to carry passengers (for hire or otherwise) by the appropriate authority irrespective of whether such aircraft is privately owned or chartered or operated by a regular airline or whether such aircraft has a single engine or multiple engines].
 - (iv) directly or indirectly caused by venereal disease, AIDS or insanity.
 - (v) arising or resulting from the Insured Person committing any breach of law with criminal intent.
- f) Death, injury or disablement resulting directly or indirectly from, caused by, contributed to or aggravated or prolonged by childbirth or from pregnancy or in consequence thereof.
- g) Persons working in underground mines, explosives magazines, workers involved in electrical installation with high tension supply, jockeys, circus personnel, persons engaged in activities involving racing on wheels or horseback, big game hunting, mountaineering, winter sports, skiing, ice hockey, ballooning, hang gliding, river rafting, polo and persons engaged in occupations/activities of similar hazard.

4. SPECIAL CONDITIONS TO SECTION IV

4.1. Procedures in the event of a claim

- a) Upon the happening of any event which may give rise to a claim under this Section of the policy, written notice with all particulars must be given to the Company immediately. In case of death, written notice also of the death must, unless reasonable cause is shown, be so given before interment or cremation and in any case within one calendar month after the death, and in the event of loss of sight or amputation of limbs, written notice thereof must also be given within one calendar month after such loss of sight or amputation.
- b) Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the Insured Person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company and in the event of death, to make a post mortem examination of the body of the Insured Person. Such evidence as the Company may from time to time require shall be furnished and a post



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mortem report, if necessary, be furnished within the space of fourteen days after demand in writing and in the event of a claim in respect of loss of sight the Insured shall undergo, at the Insured's expense, such operation or treatment as the Company may reasonably deem desirable, provided that all sums shall be payable:

- i) in the case of death or Permanent Total Disablement only after deleting by endorsement the name of the Insured Person in respect of whom such sum shall become payable, without any refund of premium.

No sum payable under this Section shall carry interest.

4.2. MATERIAL CHANGES IN THE RISK

- a) The Insured shall give immediate notice to the Company of any change in the business or the occupation of any of the Insured Persons.
- b) The Insured shall upon tendering any premium for the renewal of this Section of the policy give notice in writing to the Company of any disease, physical defect or infirmity with which any of the Insured Persons have become affected since payment of the premium for the preceding period of insurance.



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SECTION V PUBLIC LIABILITY

1. OPERATIVE CLAUSE

The Company agrees to indemnify the Insured against their legal liability (other than liability under the Public Liability Insurance Act, 1991 or any other Statute based on the doctrine of “no fault” liability) to pay compensation including Claimant’s costs, fees and expenses anywhere in India, in accordance with Indian Law.

2. INDEMNITY

The Indemnity under this Section V applies only to claims arising out of accidents occurring in the Insured Premises during the period of insurance first made against the Insured during the policy period and the Insured is indemnified in accordance with the Operative Clause of this Section V for and/or arising out of Injury and/or Damage but only against claims arising out of or in connection with the Business specified in the Schedule hereto, and not against claims arising out of or in connection with:

- a) Pollution howsoever caused unless specifically covered.
- b) Any Product.

For the purposes of determining the indemnity granted under this Section V:

- (b) ‘Injury’ means death, bodily injury, illness or disease of or to any person;
- (c) ‘Damage’ means actual and/or physical damage to tangible property;
- (d) ‘Pollution’ means pollution or contamination of the atmosphere or of any water, land or other tangible property;
- (e) ‘Product’ means any tangible 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 but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured’s employees as a staff benefit.
- (f) ‘Policy Period’ means the period commencing with the effective date and hour as shown in Section V of the Schedule and terminating at midnight on the expiry date as shown therein.
- (g) ‘Period of Insurance’ means the period commencing from the Retroactive Date and terminating at midnight on the expiry date shown in Section V of the Schedule.
- (h) ‘Accident’ means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.
- (i) ‘Premises’ shall be deemed to include pipelines running outside the premises for discharge of treated effluents at a disposal point situated within a distance of one kilometre from the premises.

3. INDEMNITY LIMITS :

The Company’s total liability to pay compensation, Claimant’s costs, fees and expenses and defense costs shall not exceed the Indemnity Limit stated in Section V of the Schedule. Indemnity Limit for any one accident applies to any one claim or series of claims



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arising from one originating cause. Indemnity Limit shall represent the total amount of the Company's liability under this Section V during the Policy Period.

3.1 CLAIMS SERIES CLAUSE

For the purpose of this Section V of this policy, where a series of and / or several bodily injuries and / or property damages are attributable directly or indirectly to the same cause all such bodily injuries and / or property damages shall be added together and all such bodily injuries and / or property damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause which are made later than 3 years after the first claim of the series.

3.2 COMPULSORY EXCESS :

The Insured shall bear a Compulsory Excess of Rs.500/- per any one accident. This Compulsory Excess shall be applicable to both (a) death / bodily injury and (b) property damage, inclusive of defense costs arising out of any one accident. The Company's liability shall attach for the claim in excess of such Compulsory Excess (and Voluntary Excess, if any, opted for by the Insured).

4. EXCLUSIONS TO SECTION V

Under this Section V, this Policy does not cover liability

- 4.1 assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
- 4.2 arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
- 4.3 arising out of deliberate, wilful or intentional non-compliance with any Statutory provision.
- 4.4 arising out of loss of a purely financial nature such as loss of goodwill, loss of market etc.
- 4.5. (a) arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation etc. and mental injury, anguish, or shock resulting there from;
(b) infringement of plans, copyright, patent, trade name, trade mark, registered design.
- 4.6. arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
- 4.7. for claims arising out of the ownership, possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following;
 - (a) claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
 - (b) claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
 - (c) claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;



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- (d) claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
- 4.8** transportation of materials and/or hazardous / dangerous substances outside the Insured's premises unless specifically covered.
- 4.9** the ownership possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft.
- 4.10** damage to property owned leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than
- (a) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work)
- (b) employees' and visitors' clothing and personal effects.
- (c) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.
- 4.11** Injury and / or damage occurring prior to the Retroactive Date shown in Section III a) of the Schedule.
- Provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company cannot agree when the injury or damage occurred, then
- (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 was unknown.
- 4.12** the deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
- 4.13** injury to any person under a contract of employment or apprenticeship with the Insured their contractor(s) and / or Sub-Contractor(s) when such Injury arises out of the execution of such contract.
- 4.14** liability more specifically insured elsewhere.

Special Conditions applicable to Sections V

1. Procedures in the event of a claim

- (a) The Insured shall give written notice to the Company as soon as reasonably practicable of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this Section of the policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately after they are received by the Insured.
- (b) No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.



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- (c) The Company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured the defence of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the Company in the defence settlement or payment of any claim will reduce the limits of indemnity specified in Section V of the Schedule of the Policy.

In the event that the Company, at its sole discretion, chooses to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, the Company's liability or obligations under this Section of the policy beyond what the Company's liability or obligations would have been, had it not exercised its rights under this condition.

- (d) The Insured shall give all such information and assistance as the Company may reasonably require.

2. Company's right to pay the Indemnity Limit

The Company may at any time pay to the Insured in connection with any claim or series of claims under Section III of this Policy to which an Indemnity Limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.

3. Insured's obligation to keep records

The Insured shall keep an accurate record of annual turnover, which term shall include all leviable duties and at the time of renewal of insurance declare such details as the Company may require. The Company shall at all reasonable times have full access to inspect such records.

4. Reduction in annual Indemnity Limit after a claim

In the event of liability arising under Section V of the Policy or the payment of a claim under either of such Sections of the Policy, the Limit of Indemnity per any one year under the Section of the Policy concerned, shall be reduced by the amount of quantum of liability to be paid or actual payment of such claim. Under no circumstances shall it be permissible to reinstate the annual limit of indemnity to the original level, even on payment of extra premium.

5. Time Limit for pursuit of claim

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

6. Disputes Clause

Any dispute concerning the interpretation of the terms, conditions limitations and/or exclusions contained in this Section V 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 of such Court. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.



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7a. NOTIFICATION EXTENSION CLAUSE

Should the Insured notify the Company during the Policy Period in accordance with Special Condition 1 of this Section V of any specific event or circumstance which the Company accepts may give rise to a claim or claims which form(s) the subject of indemnity by this Section III of this Policy, then the acceptance of such notification means that the Company will deal with such claim or claims as if they had first been made against the Insured during the Policy Period. The extension under this Clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

7b. EXTENDED CLAIM REPORTING CLAUSE

In the event of non-renewal or cancellation of this Policy or of this Section of the Policy, either by the Company or by the Insured, the Company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the policy provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for accidents which had taken place during the period of insurance but could not be made during the Policy Period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring Policy Period and are subject to the limits of indemnity and the terms, conditions and exclusions of Section V and of the Policy.

This extended reporting period does not in any way reinstate or increase any of the Indemnity Limits mentioned in Section V of the Schedule of the Policy.

8. INDEMNITY TO OTHERS

The indemnity granted extends to:

- 8.1.** officials of the Insured in their business capacity arising out of the performance of their business or in their private capacity arising out of their temporary engagement of the Insured's employees;
- 8.2.** the Officers, Committees and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacities as such;
- 8.3.** the personal representatives of the estate of any person who would otherwise be indemnified by Section V of this Policy, but only in respect of liability incurred by such person.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Section V and of this Policy as though they were the Insured.

9. CROSS LIABILITIES :

Each person or party indemnified by this Section V is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Insured) subject to the Company's total liability not exceeding the limits of indemnity stated in Section V of the Schedule of the Policy.

10. DEFENCE COSTS :

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by Section V of the Policy. Such costs, fees and expenses are called 'Defence Costs'.



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GENERAL EXCLUSIONS (Applicable to all Sections of this Policy)

The Company shall not be liable under any Section of this Policy for:

1. loss, destruction, damage, liability, death, injury or disablement occasioned directly or indirectly by or through or in consequence of any of the following occurrences, namely:

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war

- (b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, seizure, capture, confiscation, arrests, restraints and detainment by order of any government of any other authority.

In any action suit or other proceeding where the Company alleges that by reason of the provisions of General Exclusion 1 (a) and (b) above any loss, destruction or damage is not covered by this insurance, the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

2. (a) loss, destruction, damage, liability, death, injury or disablement directly or indirectly caused by or arising from or in consequence of or contributed to by:

- i) nuclear weapons material

- ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this General Exclusion Combustion shall include any self-sustaining process of nuclear fission.

- (iii) liability directly or indirectly caused by or contributed to by the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3. loss, destruction, damage, cost or expense or liability of whatever nature directly or indirectly caused by or arising from or in consequence of or contributed to by any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to such loss, destruction, damage, cost or expense or liability.

For the purposes of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), which from its nature or context is done for or in connection with 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.

This exclusion also applies to and serves to exclude loss, destruction, damage, cost or expense or liability of whatever 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 any act of terrorism.

- 4.

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

- (ii) error in creating, amending, entering, deleting or using ELECTRONIC DATA,
or



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(iii) 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, nor any liability arising from or in any way related to any such event.

For the purposes of this Policy 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.

In the event of any conflict between this General Exclusion 4, regarding electronic risks, and General Exclusion 3, regarding acts of terrorism, then the terms of General Exclusion 3, regarding acts of terrorism, will take precedence over the terms of this General Exclusion 4.



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GENERAL CONDITIONS (Applicable to all Sections of the Policy)

1. 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 particular.
2. The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this policy was effective, and the Company may amend the terms of this policy according to the materiality of such change.
3. The Company may at any time cancel this Policy on the grounds of mis-representation, fraud, non-disclosure of material facts on the Proposal Form or non-cooperation by the insured, by giving fifteen (15) days' notice in writing by courier/registered post/acknowledgement due post to the Insured at address recorded / updated in the policy. In the event of such cancellation on the grounds of mis-representation or fraud or non-disclosure of material facts, the policy shall be void, no refund of premium shall be made and no claim shall be payable under the policy. In the event of cancellation on the grounds of non-cooperation, the company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

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

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

4. The Insured shall take all reasonable steps to safeguard the Property Insured against accident, loss or damage.
5. 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 anyone acting on his behalf to obtain any benefit under the policy or if the occurrence giving rise to the claim be occasioned by the wilful act, or with the connivance of the Insured, all benefits under this policy shall be forfeited.
6. If at the time of any occurrence giving rise to a claim under any Section of this policy there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same insured interest, this Company shall not be liable to pay or contribute more than its rateable proportion of the total amount of such claim.
7. 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



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or subrogated, upon its settling any claim under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

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

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

It is hereby 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 claim shall be first obtained.

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

9. Every notice and other communication to the Company required by these conditions shall be in writing to the office of the Company through which this insurance is effected.
10. The due observance and fulfillment of the terms and conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.
11. **Renewal notice:** The Company shall not be bound to accept any renewal premium nor give notice that such is due.

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

12. Grievance Redressal Procedure:

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

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



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The Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Royal Sundaram General Insurance Co. Limited is located. The Insurance Ombudsman's offices are located at Ahmedabad, Bengaluru, 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