



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

Special Contingency Insurance

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** (hereinafter called the "Company") for the insurance hereinafter contained and has paid the Premium stated in the said Schedule as consideration for such Insurance during the period stated in the said Schedule

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed herein, that if the property described herein or any part thereof shall be LOST or DAMAGED by the CONTINGENCIES stated in the Schedule attached at any time during the Period of Insurance stated in the Schedule attached or any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal thereof, the Company will pay for accidental damage, but not exceeding in any one period of insurance in respect of the several items specified in the Schedule attached, the Sum Insured set opposite the item respectively.

EXCEPTIONS

The Company shall not be liable in respect of

(1)(a) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot or strike, terrorist activities, earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances unless specifically covered in the Schedule attached.

(b) Loss or damage whether direct or indirect arising from war, warlike operations, act of foreign enemy, hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraints and detainment by order of any government or any other authority.

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

(2) Damage caused by overloading, excessive use or strain

(3) Consequential loss, depreciation, wear and tear or mechanical breakdown.

(5) Loss destruction of or damage to any third party property whatsoever or any third party personal injury.

(6) Consequential loss or legal liability of any kind.

(7) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the nuclear fuel or from any nuclear weapons material.

CONDITIONS

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



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2. **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.
3. **Reasonable care:** The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage.
4. **Claims procedure:** Upon the happening of any event giving rise or likely to give rise to a claim under this Policy:
 - (a) The Insured shall give immediate notice thereof in writing to the nearest office with a copy to the Policy issuing office of the Company, as well as lodge forthwith a complaint with the Police where applicable.
 - (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 or the amount of damage sustained.
 - (c) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
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 sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost it 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 mentioned in schedule for the item damaged.
6. **Average:** If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this Condition.
7. **Contribution:** If at the time when any claim arises under this Policy, there be any other insurance covering the same loss damage or liability, the company shall not be liable to pay or contribute more than its rateable proportion of any claim for such loss, damage or liability.
8. **Subrogation:** The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of protecting any rights or remedies or for obtaining relief or indemnity from parties (other than those insured under this policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
9. **Fraud:** If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy all benefits under this Policy shall be forfeited.
10. **Cancellation:** This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the



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time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

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

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

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

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

12. **Observance of terms and conditions:** The due observance and fulfilment of the terms and conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.
13. **Renewal notice:** The Company shall not be bound to accept any renewal premium nor give notice that such is due.

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

14. Grievance Redressal Procedure:

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

- 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.



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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, 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