

Corp. Office: Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097.

**Regd. Office:** 21, Patullos Road, Chennai - 600 002.

# **GRUH SURAKSHA HOME INSURANCE PLAN**

		Customer Information Sheet					
	Description is illustrative and not exhaustive						
S. No.	Title	Description	Refer to Policy Clause				
1	Product Name	GRUH SURAKSHA HOME INSURANCE PLAN	Number				
		Cover commences from the time the insured person remits the premium and ends on the date of expiry of Insurance specified in the Certificate of Insurance.	Terms & Conditions				
		SECTION I – BUILDING  Coverage is provided in respect of loss or damage to the Building caused by or arising out of the following:	Section 2.1.1. Coverage under Section 2.1- Section I – Building				
		a) Fire & Allied Perils (consisting of the following perils):					
	What am I Covered for	1. Fire,					
		2. Explosion/Implosion					
		3. Lightning,					
		4. Earthquake, volcanic eruption, or other convulsions of nature					
2		5. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation					
		6. Subsidence of the land on which Your Home Building stands, Landslide, Rockslide					
		7. Bush fire, Forest fire, Jungle fire					
		8. Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)					
		9. Missile testing operations					
		10. Riot, Strikes, Malicious Damages					
		11. Acts of terrorism – Optional (Coverage as per Terrorism Clause attached)					
		12. Bursting or overflowing of water tanks, apparatus and pipes.					

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- 13. Leakage from automatic sprinkler installations.
- 14. Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events

And

under Section 2.2-Rent for Alternate Accommodation

Section 2.2.1. Coverage

b) Burglary

#### 2. RENT FOR ALTERNATE ACCOMMODATION

Coverage is provided for actual rent paid towards alternate accommodation for a maximum period of six months in the event of Actual Total Loss of the building insured under the policy and the building is not in a position to be occupied and insured opting to Reconstruct and the insurers admitting the liability as per terms and conditions of the policy.

Section 2.3.1. Coverage under Section 2.3-Loss of Rent

#### 3. LOSS OF RENT

Coverage is provided for actual loss of rent per month not exceeding the annual limits specified against each plan and a maximum period of six months in the event of Actual Total Loss of the building insured under this policy which was owned by the insured and let out on rent and which is not in a position to be let out on rent being destroyed or damaged by any Insured Peril and insured opting to Reconstruct and the insurers admitting the liability as per terms and conditions of the policy.

Section 2.4.1. Coverage under Section 2.4-Household Contents

Section 2.5.1. Coverage under Section 2.5-

**Household Appliances** 

#### **SECTION II- HOUSEHOLD ARTICLES**

#### 1. HOUSEHOLD CONTENTS

Coverage is provided in respect of loss or damage to Household contents caused by or arising out of the following:

- 1. Fire & allied perils
- 2. Burglary and Housebreaking including Theft.

#### 2. HOUSEHOLD APPLIANCES

Coverage is provided in respect of loss or damage to Household appliances caused by or arising out of the following:

Section 2.6.1. Coverage under Section 2.6-Jewellery and Valuables

- 1. Fire & allied perils Burglary
- 2. Housebreaking including Theft and
- 3. Electrical and Mechanical breakdown



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under Section 2.8 Mobile equipmen  Section 2.9.1. Cover under Section 2.9.1
Section 2.8.1. Cover under Section 2.8. Mobile equipmen  Section 2.9.1. Cover under Section 2.9. Baggage Insurance
under Section 2.8 Mobile equipmen  Section 2.9.1. Cover under Section 2.9.1
under Section 2.8 Mobile equipmen  Section 2.9.1. Cover under Section 2.9.1
under Section 2.8 Mobile equipmen  Section 2.9.1. Cover under Section 2.9.1
under Section 2.9
Section 2.10.1. Cove under Section 2.1
External Equipmer
Section 2.11.1. Cove under Section 2.1
Temporary Resettler Expenses



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## **Gold, Platinum and Diamond plans)**

Coverage is in respect of loss of or damage to or destruction of external equipments whilst contained in the Insured premises as stated in the Schedule, caused by or arising out of

- 1. Fire & allied perils Burglary
- 2. Housebreaking including Theft and
- 3. Electrical and Mechanical breakdown

Section 2.12.1. Coverage under Section 2.12- Loss of Cash

#### 8. TEMPORARY RESETTLEMENT EXPENSES

Coverage is provided for the actual cost incurred towards lodging expenses incurred as a temporary resettlement in an alternative accommodation for a maximum period of one week not exceeding the annual limits specified against each plan, in the event of loss or damage to the building insured under the policy due to operation of an insured peril as per terms and conditions of the policy and the building is not in a position to be occupied.

Section 2.13.1. Coverage under Section 2.13-Personal Accident

#### 9. LOSS OF CASH

Coverage is provided towards actual loss of money in coins and/or currency notes up to the Benefit sum insured by robbery and/or hold-up while such money is in insured's/his family member's custody and whilst being conveyed by insured and/or his family members directly from a bank at which he/they maintain an account to their home in the ordinary course of transit.

Section 2.14.1. Coverage under Section 2.14-Employee Compensation

#### 10. PERSONAL ACCIDENT

Coverage is provided towards death or disability arising out of and consequent (within 12 months) upon an injury sustained by insured's household staff.

## 11. EMPLOYEE COMPENSATION

The Company will pay for compensation and litigation expenses which Insured and/or his family members shall become legally liable to pay as a householder occupying the premises specified in the schedule on account of Death or Bodily Injury to insured's domestic staff arising out of and in the course of employment in



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		the insured premises under	
		<ul> <li>a. Workmen Compensation Act 1923 or any amendment thereto.</li> <li>b. Fatal Accident Act, 1855 or</li> <li>c. Common Law</li> </ul>	
3		Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable damage.	Exclusion 5.2 under Section 5 – General Exclusions
		Loss or damage by Burglary and Housebreaking including Theft where any member of Your family is involved as a principal or an accomplice.	Exclusion 5.3 under Section 5 – General Exclusions
		Loss or damage due to faults or defects existing at the time of commencement of this insurance.	Exclusion 5.5 under Section 5 – General Exclusions
		Loss, damage and/or liability caused by or arising out of the willful or unlawful act/conduct/neglect or gross negligence of you or any person acting on your behalf.	Exclusion 5.8 under Section 5 – General Exclusions
	What are the major exclusions in the policy	Loss, destruction, damage, liability or expenses whether directly or indirectly occasioned by or happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power, civil commotion, loot, pillage, seizure, capture, arrests, restraints & detainment.	Exclusion 5.12 under Section 5 – General Exclusions
		Loss, destruction or damage caused to the insured property by seepage, pollution or contamination irrespective of however been caused	Exclusion 5.14 under Section 5 – General Exclusions
		Loss or damage to items of consumable nature	Exclusion 5.15 under Section 5 – General Exclusions
		Any kind of loss or damage to data, software or any kind of programming or instruction set.	Exclusion 5.16 under Section 5 – General Exclusions
		Loss or damage to contents by wear and tear, depreciation, insects, vermin, rodents, pets, animals, moth, fungus, pests, insects or	Exclusion 5.17 under Section 5 – General



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mildew, corrosion, rust, atmospheric or climatic conditions, ingress of water, gradually operating cause, process or cleaning, restoring, renovation dyeing, repair, alteration.	Exclusions
Loss or damage caused by or arising out of or traceable to erection, repairing or dismantling of the insured apparatus (not applicable in respect of contents and appliances section under Platinum & Diamond plans).	Exclusion 5.19 under Section 5 – General Exclusions
Any loss or damage to the insured property or to the general public and/ or legal liability arising out of immoral or unethical use of insured property	Exclusion 5.24 under Section 5 – General Exclusions
Buildings of age more than 30 years old	Exclusion 2.1.3.1 under Section 2.1 – Building
Damage caused by depreciation or wear and tear or which are pre- existing in nature or which falls under the terms of a maintenance agreement.	Exclusion 2.1.3.5 under Section 2.1 – Building
Loss or Damage or Collapse of "Building" due to structural defects, latent defects, poor maintenance, workmanship.	Exclusion 2.1.3.6 under Section 2.1 – Building
Any legal liability liable arising out of use of pedal cycle.	Exclusion 2.4.3.1 under Section 2.4 – Household Contents
Items aged more than 10 years (at the time of start of the policy) in respect of the loss, destruction or damage due to Electrical and Mechanical breakdown.	Exclusion 2.5.3.1 under Section 2.5 – Household Appliances
Damage to batteries due to drain out without the operation of an insured peril is excluded.	Exclusion 2.5.3.2 under Section 2.5 – Household Appliances
Loss of bullion, unset/loose precious stones/ gems not forming part of Jewellery and valuable.	Exclusion 2.6.3.1 under Section 2.6 – Jewellery & Valuables
Loss of Jewellery and valuables whilst being carried as an accompanied baggage.	Exclusion 2.6.3.2 under Section 2.6 – Jewellery & Valuables
Denting or internal damage of jewellery and valuables.	Exclusion 2.6.3.5 under Section 2.6 – Jewellery & Valuables



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	Negligence of you/your family members/bank in failing to securely lock the locker resulting in loss of jewellery and valuables	Exclusion 2.6.3.6 under Section 2.6 – Jewellery & Valuables
	Any claim resulting from transmission of an illness or disease by you	Exclusion 2.7.3.3 under Section 2.7 – Third Party Liability
	Any claim or damage resulting from professional activities involving you.	Exclusion 2.7.3.4 under Section 2.7 – Third Party Liability
	Items of age more than 4 years old excepting in the case of Digital/Video cameras where it will be more than 10 years old.	Exclusion 2.8.3. under Section 2.8 – Mobile Equipments
	Theft from any unattended vehicle unless all windows are securely closed and all doors, boot and openings are securely locked.	Exclusion 2.9.3.1. under Section 2.9 – Baggage Insurance
	Loss or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery and Valuables, furs, precious stones, precious metal, gold and silver ornaments, travel tickets, cheques and bank draft, curios, works of art.	Exclusion 2.9.3.3. under Section 2.9 – Baggage Insurance
	Loss to personal baggage that is not within the care, custody or control of You and/or Your Family.	Exclusion 2.9.3.6. under Section 2.9 – Baggage Insurance
	Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or renewal of the parts affected may be necessary.	Exclusion 2.10.3.3. under Section 2.10 – External Equipments
	Loss of or damage to filters and membranes	Exclusion 2.10.3.4. under Section 2.10 – External Equipments
	Accidents due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same	Exclusion 2.13.3.1. under Section 2.13 – Personal Accident
	Any claim which arises out of an Accident whilst engaging in	Exclusion 2.13.3.5. under Section 2.13 – Personal



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		aviation or ballooning, whilst mounting into or dismounting from or traveling in any balloon or aircraft or which occurs during parachuting except when the Insured Person is flying as a fare	Accident
		parachuting except when the insured Person is flying as a fare paying passenger on a multi-engine commercial aircraft.	Exclusion 2.13.3.8. under Section 2.13 – Personal
		Any claim for participation in Hazardous Sports/Hazardous Activities	Accident
			Exclusion 2.14.3.2. under Section 2.14 – Employee Compensation
		The Insured's liability to employees of contractors to the Insured.	·
			Exclusion 2.14.3.3. under Section 2.14 – Employee Compensation
		Any liability of the insured which attaches by virtue of an agreement but which would not have attached in the absence of	
		such agreement.	Exclusion 2.14.3.8. under Section 2.14 – Employee Compensation
		Liability arising out of Domestic violence and sexual harassment of domestic staff	
	*Note: The above	is a partial listing of the policy exclusions, Please refer to the policy clau	uses for the full listing
4	Payout Basis	Reimbursement of covered expenses up to specified limits/Sum Insured mentioned in the Schedule / Certificate of this policy on the occurrence of a covered event.	Under respective sections specified under Gruh Suraksha Home Insurance Plan – Building and Gruh Suraksha Home Insurance Plan – Household articles
5	Cost Sharing	Excess in respect of each and every claim (section wise)	Section 6 – General Excess
6	Renewal Conditions	The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the insurer. Nothing herein or otherwise shall oblige the Company to offer renewal terms or restrict any renewal terms as to premium or otherwise.	Condition 8.20 - Renewal of Policy under Section 8 – General Conditions
7	Renewal Benefits	Not Applicable.	



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8		The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact relating to this insurance of the insured or non-cooperation by the Insured by sending 15 days' notice in writing by Registered A/D to the insured at his last known address in which case the Company shall not refund to the insured any portion of the premium.  The insured may at any time cancel this policy by giving 15 days' notice in writing and in such event, the Company shall allow refund of premium after retaining premium at Company's short period rate table given below for the period on risk subject to a minimum premium of Rs.250/-, provided no claim has occurred upto the date of cancellation.	Conditions – 8.10 Cancellation of Policy under Section 8 – General Conditions
8	Cancellation	At the inception of the policy you will be allowed a period of 15 days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable. If you have not made any claim during the free look period, you will be entitled to the following, provided no claim has been settled or lodged for the period the policy has been in force:  a. A refund of the premium paid less stamp duty charges or;  b. Where the risk has already commenced and the option of return of the policy is exercised, a deduction towards the proportionate risk premium for period on cover or;  c. Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.	Conditions – 8.21 Free Look Cancellation under Section 8 – General Conditions
10	Claim Form Availability	The standard claim forms (coverage wise) and the form are available in our website for ready reference. The same may be also obtained from any of our offices on request.	-

(Legal Disclaimer) Note: The information must be read in conjunction with the product brochure and policy document. In case of any conflict between the CIS and the policy document the terms and conditions mentioned in the policy document shall prevail.

Sections Applicable to respective Plans under Gruh Suraksha Home Insurance Plan:

- 1. Bronze: Section 1, 2, 3, 4, 5, 6, 11, 12, 13, 14 applicable
- 2. Silver: Section 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14 applicable
- 3. Gold/Platinum/Diamond: Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 applicable.

Royal Sundaram General Insurance Co. Limited IRDAI Registration No. 102 | CIN: U67200TN2000PLC045611



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**ROYAL SUNDARAM GENERAL INSURANCE CO. LTD** 

Registered office: No. 21, Patullos Road, Chennai- 600 002

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

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**GRUH SURAKSHA HOME INSURANCE PLAN** 

**POLICY DOCUMENT** 

**IMPORTANT** 

This is Your **Gruh Suraksha Home Insurance Plan** Policy Wording. Please read it carefully and make sure You fully understand this document. If You have any questions about this insurance, please telephone or write to us.

This Policy is an evidence of the contract between You and Royal Sundaram General Insurance Co. Limited.

The information given to us in the proposal form and declaration signed by You forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any one of them shall bear such meaning wherever it appears.

Provided You pay the premium and we agree to accept it, we will provide the insurance described in the Policy.

The terms, conditions and exclusions that appear in the Policy or in any Endorsement are part of the contract and must be complied with. Failure to comply may result in a claim being denied

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## 1. DEFINITIONS & INTERPRETATIONS

#### 1.1. Accident

Accident means a sudden, unexpected, unintentional, violent, visible and fortuitous event.

## 1.2. Baggage

Baggage means clothing, toiletries & perfumes, bags and suitcases taken on the journey by you and/or members of your family who is/are permanently residing with you and accompanying you.

## 1.3. Building

Building shall mean Flat or Apartment used for residential purpose owned by the Insured located in a multi storied building and also Independent Building used for Residential purpose which is not of Kutcha Construction

#### 1.4. Burglary

Burglary means an act involving the unauthorised entry to or exit from the Insured's Home or attempt there at by unexpected, forcible, visible and violent means, with the intent to commit an act of Theft.

## 1.5. Company/We/Us/Our

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#### 1.6. Electrical and Mechanical breakdown

The actual failure, breaking, distortion or burning out of any plant/equipment/appliances or machinery or any part or component there of whilst in use or connected ready for use causing its sudden stoppage and necessitating its immediate repair or replacement before it can resume normal work and arising out of

- (i) Mechanical or electrical defects/failures in the plant/equipment/appliances machinery or component
- (ii) Failure or fluctuation of electric supply
- (iii) Damage caused by the error or omission of the operator(s) during the normal operation of the plant/ equipment/appliances or machinery or component

#### 1.7. Endorsement

Endorsement means written evidence of change to Your Policy including but not limited to increase or decrease in the period, extent and nature of the cover agreed by Us in writing.

#### 1.8. **Excess**

Excess means the amount of loss to be borne by you for each and every claim.

#### 1.9. External Equipments

External Equipments would mean DG Set (upto 5 KVA), Solar water heater (Upto a Maximum of 500 litre capacity only) and Water treatment plant (Motor & Pump only)

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#### 1.10. Fire & Allied Perils

Fire & Allied Perils shall consist of the following perils:

- 1. Fire,
- 2. Explosion/Implosion,



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- 3. Lightning,
- 4. Earthquake, volcanic eruption, or other convulsions of nature,
- 5. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation
- Subsidence of the land on which Your Home Building stands, Landslide, Rockslide
- 7. Bush fire, Forest fire & Jungle fire
- 8. Impact damage of any kind, I,e., damage caused by impact of, or collision caused by any external physical object (e.g., vehicle, falling trees, aircraft, wall etc.)
- 9. Missile testing operations
- 10. Riot, Strike and Malicious Damage
- 11. Acts of terrorism Optional (Coverage as per Terrorism Clause attached)
- 12. Bursting or overflowing of water tanks, apparatus and pipes
- 13. Leakage from Automatic Sprinkler Installations
- 14. Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events.

#### 1.11. Fixed Plate Glass

Fixed Plate glass means Plate Glass which is fixed in internal walls, doors and window frames only. External walls of glass stands excluded under this definition.

## 1.12. Fitness equipment and gear

Fitness equipment and gear would mean and include Gym equipment, weights etc.

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#### 1.13. House/Home/Flat/Apartment/Insured premises

a. Any building not of Kutcha construction used as a place of living or residence consisting of a residential unit having an enclosed structure and a roof, basement (if any) and used as a dwelling place, the address of which is shown in the schedule of the Policy, which is specified in the schedule, for yourself and your family members, and does not include Compound wall and Landscaping unless and until declared separately. The Building shall include the superstructure including doors, windows, electrical and plumbing works. It does not include any fixtures & fittings and other interiors.



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#### b. Your Home Building includes

- I. Fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.
- II. The following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
  - a) Garage, domestic out-house used for residence, parking spaces or areas, if any
  - b) Compound walls, fences, gates, retaining walls and internal roads,
  - c) Verandah or porch and the like,
  - d) Septic tanks, bio-gas plants, fixed water storage units or tanks,
  - e) Solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,
- III. Any other structure shown in the Policy Schedule.
- c. Your Home Building does not include Contents of Your Home.

## 1.14. Household Contents

#### 1.14.1. Household Contents would mean the following kept in the insured premises:

Clothing, Linen, Furniture (all types) and Fixture (including Electrical, Bathroom sanitary fixtures and Modular Kitchen fixtures), Curtains, Utensils, Crockery, Carpets, Safe (including electronic safes), Voltage stabilizers, Outlet surge protector, Jacuzzi, Color video phone, Iron box, Steamer, Cooker, Oven Toaster, Griller, Multi burner stove, Hot plates, Induction Cook top, Gas Cylinders, Tea/Coffee maker, Toaster and sandwich maker, Room heaters, Alarms (Including electronic alarms), Water Dispenser/Purifier, Aquarium/Fish tank without fish, Chandeliers - Jhoomer (Fancy lights), Digital photo frame, Video Games, Books, Items/work of art including Paintings, Pedal Cycle and Musical Instruments, Sewing Machine, Direct to Home TV (including Set Top Box and Antenna), Lawn Mowers, CCTV equipments.

## 1.14.2. Additional definition for content - applicable for platinum and Diamond plan:

1.14.2.1. Plants/trees/flowering shrubs/vases/ornamental plants/lawn grass within the boundaries of land belonging to your home as stated in the schedule,



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1.14.2.2. Plate glass and

1.14.2.3. Motorised Wheel Chairs/Perambulator

## 1.15. Household Appliances:

Household Appliances would mean the following appliances kept in the insured's premises

Group I				
Television (any	Refrigerator	Washing Machine	Geyser	Microwave Oven
type)				
Group II	,		1	
Music System	VCR/VCP, DVD Player	Vacuum Cleaner	Mixer grinder	Food Processor
Electric chimney	Dish washer	UPS (including	Home Theatre system	Inverter
		batteries)		(including
				batteries)
Group III			1	
Air conditioner,	Personal Computer,	Sports / Fitness		
Air cooler	Internet Equipments(	equipment & gear /		
	modem, router, wi-fi)	Sauna & Spa		
	and equipments like	equipment		-
	printer, faxes, scanner			
	etc)			

- 1.16. Household Staff The term 'Household Staff' shall mean the persons employed by the Proposer for the upkeep and maintenance of his house viz. Cook, Sweeper, servant maid (both male and female), Driver, Gardener, Cleaner and Attendant, Security Staff.
- 1.17. **Jewellery** means articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals.

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1.18. **Kutcha construction** means Building(s) having walls and/or roofs of wooden planks, thatched leaves, grass, hay of any kind, bamboo, plastic, cloth, asphalt, canvas, tarpaulin or the like.

1.19. Market Value of an insured item means the actual replacement value at which the insured item could be purchased in the market after application of depreciation for usage and wear & tear based on actual age of the item.

## 1.20. Mobile Equipments

Mobile Equipments would mean Digital/Video Cameras, Binoculars. Mobile/Smart phones, Ipads, Ipods, Laptops, Palmtops and e-readers.

- 1.21. **Musical Instrument** shall mean the instruments like Shruti Box, Guitar, Sitar, Veena, Violin, Keyboard, Drums, Mandolin & Piano.
- 1.22. **Per item limit** The term per item limit shall mean item whose value does not exceed Rs.10000/. This definition shall be applicable in respect of a set of items which can be clubbed in a homogenous manner (for e.g. under head of clothing any individual clothing item valued above Rs.10000/- will be considered as a separate item while clothing items valued less than Rs.10000/- will be clubbed together and the total value shall be arrived at as Rs.10000/- in all).
- 1.23. **Period of Insurance** means the period shown in the Schedule, for which You have paid and We have received and accepted Your premium.
- 1.24. **Replacement Value of an insured item** means the replacement value at which the insured item could be purchased in the market without application of depreciation for usage and wear & tear.
- 1.25. Sauna & Spa Equipment would mean equipment related to sauna and spa bath

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1.26. **Sports Equipment and Gear** would mean and include any equipment related to Tennis, Badminton, Soccer, Hockey, Cricket, Billiards, Table Tennis & Golf only.

## 1.27. Valuables

Valuables shall mean

- 1.27.1. Crystal ware
- 1.27.2. Wristwatches above Rs.10000/- in value
- 1.27.3. Silver articles
- 1.27.4. Gold in forms other than jewellery\* (in the form of coins or any other structure) (\*for arriving at the limit per item in respect of all the other forms of Gold other than jewellery, like coins (irrespective of the number of coins) or any other structure, the entire lot will be clubbed as one item and the limit per item will be applied on the whole lot and not on each and every item)

## 2. <u>Coverage Structure - Plan wise</u>

Section	Coverage	Bronze	Silver	Gold	Platinum	Diamond		
Gruh Sura	Gruh Suraksha Home Insurance Plan – Building							
I	Building*	٧	٧	٧	٧	٧		
II	Rent for alternate accommodation	٧	٧	٧	٧	٧		
III	Loss of Rent	٧	٧	٧	٧	٧		
Gruh Suraksha Home Insurance Plan – Household Articles								
IV	Household Contents*	٧	٧	٧	٧	٧		
V	Household Appliances	٧	٧	٧	٧	٧		
VI	Jewellery & Valuables	٧	٧	٧	٧	٧		
VII	Third Party Liability	NA	٧	٧	٧	٧		
VIII	Mobile Equipments	NA	NA	٧	٧	٧		

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IX	Baggage Insurance	NA	NA	٧	٧	٧
Х	External equipments	NA	NA	٧	٧	٧
XI	Temporary Resettlement	٧	٧	٧	٧	٧
XII	Loss of Cash	٧	٧	٧	٧	٧
XIII	Personal Accident	٧	٧	٧	٧	٧
XIV	Employees Compensation	٧	٧	٧	٧	٧

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<sup>\*</sup> Either of Building or Contents section coverage is mandatory

S.No.	<u>Plan</u>	Coverage basis
1	Bronze	On Named peril basis with depreciation and per item limit. Fixed Sum insured limits
2	Silver/Gold	On Named peril basis with depreciation and per item limit
3	Silver/Gold	On Named peril basis with depreciation and without per item limit (on payment of additional premium for waiver of per item limit)
4	Platinum	On All risks basis in respect of Contents & Appliances section (Section II & III) and Named Peril basis in respect of all other sections with depreciation and without per item limit
5	Diamond	On All risks basis in respect of Contents & Appliances section (Section II & III) and Named Peril basis in respect of all other sections with zero depreciation and without per item limit

## **GRUH SURKAHSA HOME INSURANCE PLAN - BUILDING**

## 2.1. **SECTION I – BUILDING**

## 2.1.1. Coverage

The Company will indemnify you in respect of loss or damage to the Building as stated in the Schedule caused by or arising out of the following:

- a. Fire & allied perils and
- b. Burglary

NA – Not Applicable



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## 2.1.2. <u>Limits for Losses due to Burglary:</u>

In the event of Loss of the building under this policy due to Burglary as per terms and conditions of the policy, the Company will reimburse to the Insured the actual amount incurred towards repair of the said building to prevent recurrence of the same subject to the maximum annual limits specified below:

S.No.	Plan	Maximum amount of loss due to Burglary
1	Bronze	5000
2	Silver/Gold	10000
3	Platinum/Diamond	25000

#### 2.1.2.1. Excess applicable for Losses due to Burglary:

1% of the loss amount subject to a minimum of Rs.100/-

## 2.1.2.2. Conditions applicable for this benefit:

Compensation under this benefit is payable only once per annum.

## 2.1.3. Exclusions:

2.1.3.1. Buildings of age more than 30 years old

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- 2.1.3.2. 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 or description whatsoever.
- 2.1.3.3. 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.
- 2.1.3.4. Damage caused by depreciation or wear and tear or which are pre-existing in nature or which falls under the terms of a maintenance agreement.



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2.1.3.5. Loss or Damage or Collapse of "Building" due to structural defects, latent defects, poor

maintenance, workmanship.

2.1.4. SUM INSURED OPTIONS FOR "FLAT/ APARTMENT/ INDEPENDENT BUILDING"

A.SUM INSURED OF "BUILDING" ON REINSTATEMENT VALUE BASIS:

Sum Insured on Reinstatement Value Basis shall be the Reconstruction Value for the "Building" of the same kind

or type but not superior to or more extensive than the insured "Building" when new as determined by the

reconstruction cost, excluding the cost the land. The reconstruction cost shall be based on two parameters

which are mentioned below:

A. Area of the "Building" (Square Feet) indicated in the Registered Sale Deed Agreement

B. Prevailing Present Day Cost of Construction rates in Area/ Locality where the insured property is situated.

Sum Insured = A X B X (1+ Escalation % Chosen)

B. SUM INSURED OF "BUILDING" ON INDEMNITY VALUE BASIS:

Sum Insured on Indemnity Basis shall be the Reconstruction Value for the "Building" of the same kind or type

but not superior to or more extensive than the insured "Building" when new as determined by the

reconstruction cost, excluding the cost of the land less Depreciation. The reconstruction cost shall be based on

two parameters which are mentioned below:

A. Area of the "Building" (Square Feet) indicated in the Registered Sale Deed Agreement

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B. Prevailing Present Day Cost of Construction rates in Area/ Locality where the insured property is situated.

Sum Insured = A X B X (1 + Escalation % Chosen) X (1- Depreciation at the Rate of 2.5 % per annum X Age

of the Building).

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## 2.1.5. CONDITIONS

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- 2.1.5.1. The 'Building' shall possess a valid Occupancy Certificate, a Building Completion Certificate and the Right to Reconstruction Certificate issued by the competent Government authority
- 2.1.5.2. The insurances under this section 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.

- 2.1.5.3. It is 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 therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.
- 2.1.5.4. Under any of the following circumstances the insurance ceases to attach as regards the property affected
  - 2.1.5.4.1. 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
  - 2.1.5.4.2. If the interest in the property passes from the insured otherwise than by will or operation of law.
- 2.1.5.5. 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 is 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



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court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- 2.1.5.6. 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.
- 2.1.5.7. 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.
- 2.1.5.8. 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.
- 2.1.5.9. If in any case if 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.



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2.1.5.10. 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. However, in the case of partial losses, this condition shall not be of effect if the sum insured is lesser than the value at risk up to an extent of 15%.

- 2.1.5.11. a. if You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
  - b. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
  - c. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
  - d. We will ensure that Our actions do not impose any liability on You.
- 2.1.5.12. 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.

## 2.1.6. Basis of Loss settlement

## 2.1.6.1. LOSS SETTLEMENT FOR BUILDING

## 2.1.6.1.1. Reinstatement Value Basis



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#### Where the damaged building needs to be replaced:

In respect of Silver, Gold, Platinum and Diamond Plans, in the event of the insured property being destroyed or damaged, the basis upon which the amount payable is to be calculated shall be cost of Replacing or Reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on Date of the Loss, subject to the provisions of Reinstatement Value Clause, provided always the company's liability shall in no case exceed the Sum Insured Stated in the Schedule.

Wherever escalation provision has been opted by the insured, the sum payable shall be arrived at after application of escalation provision as specified under Escalation Clause.

## Where the damaged building can be repaired:

In the event of the damaged insured property can be repaired, the company shall indemnify the Insured the Actual Cost of repairs provided the repairs are carried within 12 months from the date of loss or damage or within such further time as the Company may in writing allow provided always that the company's liability shall in no case exceed the Sum Insured Stated in the Schedule and subject to the provisions of Reinstatement Value Clause.

## 2.1.6.1.2. Indemnity Basis

## Where the damaged building needs to be replaced:

In respect of Bronze Plan, in the event of the insured property being destroyed or damaged, the basis upon which the amount payable is to be calculated shall be cost of Replacing or Reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on Date of the Loss less depreciation at the rate of 2.5% per year or part thereof depending on the age of the "Building" provided also the company's liability shall in no case exceed the Sum Insured Stated in the Schedule.

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Wherever escalation provision has been opted by the insured, the sum payable shall be arrived at after application of escalation provision as specified under Escalation Clause.

## Where the damaged building can be repaired:

In the event of the damaged insured property can be repaired, the basis upon which the amount payable is to be calculated shall be the actual cost of repair less depreciation at the rate of 2.5% per year or part thereof depending on the age of the "Building" provided also the company's liability shall in no case exceed the Sum Insured Stated in the Schedule.

#### 2.1.6.1.3. Basis of coverage under this section

Bronze - Coverage on Indemnity value basis

Silver/Gold/Platinum/Diamond – Coverage on Reinstatement value basis

#### 2.2. RENT FOR ALTERNATE ACCOMMODATION

#### 2.2.1. Coverage

In the event of Actual Total Loss of the building insured under this policy and the building is not in a position to be occupied and insured opting to Reconstruct and the insurers admitting the liability as per terms and conditions of the policy, the Company will reimburse to the Insured the actual rent paid towards alternate accommodation subject to the maximum annual limits specified below for a maximum period of six months:

S.No.	Plan	Amount of rent per month
1	Bronze	10000
2	Silver/Gold	25000

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3	Platinum/Diamond	50000	

## 2.2.2. Rent for Alternate Accommodation Clause:

"It is hereby declared that in the event of the premises described in the policy and occupied by the Insured, hereinafter referred to as 'PREMISES' being destroyed or damaged by any Insured Peril as to become unfit for occupation and the insured in consequence taking up alternative accommodation, the Company shall, subject to special conditions set out herein, indemnify the Insured against the rent (as specified in the above mentioned table) which the Insured is called upon to bear for the period beginning from the date of operation of any of the Insured Perils until the 'PREMISES' is rendered fit for occupation such period not exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation or the maximum indemnity period of six months whichever is earlier."

Provided that the liability of the Company shall not exceed the limits specified every month which is payable for the period for which the insured premises remain unfit for occupation, in any case, not exceeding a maximum period of six months.

#### 2.2.3. SPECIAL CONDITIONS:

- 1. This insurance shall apply subject to the condition that the PREMISES occupied by the Insured, as owner, forms part of a building not being "Kutcha" Construction.
- 2. The area of alternative accommodation taken by the Insured shall be more or less similar to the one which was occupied by him which met with an indemnifiable damage.
- 3. The Insured shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the PREMISES is situated.
- 4. This cover can be availed only when cover for building is opted.
- 5. Necessary proof for having stayed in an alternate accommodation other than the usual place of residence and paid the additional rent shall have to be furnished to the insurance company

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6. The above limits are applicable per annum

#### 2.3. LOSS OF RENT



## 2.3.1. Coverage

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In the event of Actual Total Loss of the building insured under this policy which was owned by the insured and let out on rent and which is not in a position to be let out on rent being destroyed or damaged by any Insured Peril and insured opting to Reconstruct and the insurers admitting the liability as per terms and conditions of the policy, the Company will reimburse to the Insured towards actual loss of rent per month not exceeding the annual limits specified against each plan and a maximum period of six months:

S.No.	Plan	Loss of rent per month
1	Bronze	5000
2	Silver/Gold	15000
3	Platinum/Diamond	25000

## 2.3.2. Specific Conditions applicable to this section:

- 2.3.2.1. This insurance shall apply subject to the condition that the PREMISES occupied by the Insured, and let out on rent as owner, forms part of a building not being "Kutcha" Construction.
- 2.3.2.2. Sub-let premises will not be covered by this coverage
- 2.3.2.3. Necessary proof for having lost rent for the premises let out immediately prior to the operation of the insured peril shall have to be furnished to the insurance company
- 2.3.2.4. This cover can be availed only when cover for building is opted.

#### **GRUH SURAKSHA HOME INSURANCE PLAN – HOUSEHOLD ARTICLES**

#### 2.4. HOUSEHOLD CONTENTS

#### 2.4.1. Coverage

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2.4.1.1. Under Bronze, Silver & Gold Plans

The Company will indemnify You subject to the limits specified in General Condition 8.13, in respect of loss of or damage to or destruction of the Household Contents whilst contained in the Insured premises as stated in the

Schedule, caused by or arising out of

1. Fire & allied perils

2. Burglary and Housebreaking including Theft.

2.4.1.2. Under Platinum & Diamond Plans

The Company will indemnify You subject to the limits specified in General Condition 8.13, in respect of loss of or

damage to or destruction of the Household Contents whilst contained in the Insured premises as stated in the

Schedule, caused by or arising out of any peril which is not excluded under the scope of the policy.

2.4.2. Conditions:

2.4.2.1. The maximum liability in respect of Video games, Books and Work of art including painting (maximum

5 numbers in respect of painting only) shall be restricted to the actual value of the damaged item or

limit per item specified under this section or a maximum of Rs.10000/-, Rs.25000/-, and Rs.100000/-

(per painting) respectively whichever shall be lower. This restriction is applicable under this section in

respect of all plans.

2.4.2.2. Any claim payable under this section shall be subject to a depreciation of 10% per year subject to a

maximum of 70%, excepting in the case of Diamond Plan where depreciation is applicable only when

the age of the insured item is above 5 years.

2.4.2.3. In respect of Bronze, Silver and Gold Plans, the limit per item in respect of this section shall be

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restricted to the actual value of the damaged item or 10% of the sum insured under this section as

specified in the Schedule of the policy, whichever is lower. Further, wherever waiver of per item limit

has been opted by payment of additional premium and endorsed in the policy, "Limit per item" shall

not apply under Silver and Gold Plans

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2.4.2.4. In respect of Bronze, Silver and Gold Plans, the maximum liability of the Company in the event of admissible claim for any one item/s following a loss or damage shall be the actual value of the damaged item or 10% of the sum insured under this section as specified in the Schedule of the policy, whichever is lower. Further, wherever waiver of per item limit has been opted by payment of additional premium and endorsed in the policy, "Limit per item" shall not apply under Silver and Gold Plans and the maximum liability of the Company in the event of admissible claim for any one item/s following a loss or damage shall be the actual market value of the damaged item or the sum insured specified against this section whichever shall be less.

- 2.4.2.5. Limit per item is not applicable in respect of Platinum (excepting only in respect of Video games, Books and Work of art including painting as specified under condition 2.2.2.1) and the maximum liability of the Company in the event of admissible claim for any one item/s following a loss or damage shall be the actual market value of the damaged item or the sum insured specified against this section whichever shall be less.
- 2.4.2.6. Limit per item is not applicable in respect of Diamond Plans (excepting only in respect of Video games, Books and Work of art including painting as specified under condition 2.2.2.1) and the maximum liability of the Company in the event of admissible claim for any one item/s following a loss or damage shall be the actual replacement value of the damaged item when age of the insured item is upto 5 years and market value when age of the insured item is above 5 years or the sum insured specified against this section whichever shall be less.

## 2.4.3. Exclusions:

## 2.4.3.1. The Company shall not be liable in respect of:

Any legal liability liable arising out of use of pedal cycle

#### 2.4.3.2. Exclusions applicable additionally under Section I for Platinum & Diamond plans:

#### 2.4.3.2.1. In respect of Plate Glass coverage

a. Breakage or damage during removal and / or repairs on or about the Insured premises.



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- b. Breakage of or damage to frames or framework only of any description
- c. Disfiguration or scratching or damage of glass other than fractures extending through the entire thickness of glass.
- d. Breakage of glass not completely or securely fixed or cracked or imperfect glass
- e. Loss or damage to property or injury to persons arising directly or indirectly from breakage of glass or during replacement thereof.

## 2.4.3.2.2. In respect of Plants & Shrubs

- a. Items grown for Commercial Purpose
- b. Loss caused by birds
- c. Loss due to excessive watering

# 2.4.3.2.3. <u>In respect of Motorized Wheel Chairs/Perambulator:</u>

- a. Loss of or damage to accessories unless the vehicle itself is also stolen
- b. Partial Loss due to accidental breakdown
- c. Any Legal liability arising out of use of Motorized Wheel Chairs/Perambulator:

#### 2.4.4. Basis of coverage under this section

- a. Bronze Fixed sum insured limits. Coverage on named peril basis with depreciation and per item limit
- b. Silver/Gold On Named peril basis with depreciation and per item limit
- c. Silver/Gold On Named peril basis with depreciation and with a 10% loading on premium rates for waiver of per item limit
- d. Platinum All risks basis with depreciation and without per item limit
- e. Diamond All risks basis with zero depreciation and without per item limit (Applicable only when the age of the insured item is upto 5 years. Where the age of the insured item exceeds 5 years, depreciation shall be applicable)

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## 2.5. HOUSEHOLD APPLIANCES

## 2.5.1. Coverage

## 2.5.1.1. Under Bronze, Silver & Gold Plans

The Company will indemnify you, subject to the limits specified in General Condition 8.13, in respect of loss of or damage to or destruction of the Household Appliances whilst contained in the Insured premises as stated in the Schedule, caused by or arising out of

- a. Fire & allied perils
- b. Burglary and Housebreaking including Theft.
- c. Electrical and Mechanical breakdown.

#### 2.5.1.2. Under Platinum & Diamond Plans:

The Company will indemnify You subject to the limits specified in General Condition 8.13, in respect of loss of or damage to or destruction of the Household Appliances whilst contained in the Insured premises as stated in the Schedule, caused by or arising out of any peril which is not excluded under the scope of the policy.

## 2.5.2. Conditions:



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2.5.2.1. Any claim per item payable under this section shall be subject to depreciation as per the following table, excepting in the case of Diamond Plan where depreciation is applicable only when the age of the insured item is above 5 years:

Group	Minimum per item per year	Maximum per item
I	10%	50%
II	20%	70%
III	10%	75%

- 2.5.2.2. In respect of Bronze, Silver and Gold Plans, the limit per item in respect of this section shall be restricted to the actual value of the damaged item or 10% of the sum insured under this section as specified in the Schedule of the policy, whichever is lower. Further, wherever waiver of per item limit has been opted by payment of additional premium and endorsed in the policy, "Limit per item" shall not apply under Silver and Gold Plans
- 2.5.2.3. In respect of Bronze, Silver and Gold Plans, the maximum liability of the Company in the event of admissible claim for any one item/s following a loss or damage shall be the actual value of the damaged item or 10% of the sum insured under this section as specified in the Schedule of the policy, whichever is lower. Further, wherever waiver of per item limit has been opted by payment of additional premium and endorsed in the policy, "Limit per item" shall not apply under Silver and Gold Plans and the maximum liability of the Company in the event of admissible claim for any one item/s following a loss or damage shall be the actual market value of the damaged item or the sum insured specified against this section whichever shall be less
- 2.5.2.4. Limit per item is not applicable in respect of Platinum Plan and the maximum liability of the Company in the event of admissible claim for any one item/s following a loss or damage shall be the actual market value of the damaged item or the sum insured specified against this section whichever shall be less.

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2.5.2.5. Limit per item is not applicable in respect of Diamond Plan and the maximum liability of the Company in the event of admissible claim for any one item/s following a loss or damage shall be the actual replacement value of the damaged item when age of the insured item is upto 5 years and market value when age of the insured item is above 5 years or the sum insured specified against this section whichever shall be less.

## 2.5.3. Exclusions:

- 2.5.3.1. Items aged more than 10 years in respect of the loss, destruction or damage due to Electrical and Mechanical breakdown.
- 2.5.3.2. Damage to batteries due to drain out without the operation of an insured peril is excluded

## 2.5.4. Basis of coverage

- a. Bronze Fixed sum insured limits. Coverage on named peril basis with depreciation and per item limit
- b. Silver/Gold Named peril basis with depreciation and per item limit
- c. Silver/Gold Named peril basis with depreciation and with a 10% loading on premium rates for waiver of per item limit
- d. Platinum All risks basis with depreciation and without per item limit
- e. Diamond All risks basis with zero depreciation and without per item limit (Applicable only when the age of the insured item is upto 5 years. Where the age of the insured item exceeds 5 years, depreciation shall be applicable)

## 2.6. **JEWELLERY AND VALUABLES**

## 2.6.1. Coverage

The Company will indemnify You subject to the limits specified in General Condition 8.13, in respect of loss or damage of Jewellery and Valuables whilst contained in the Insured premises/ housed securely in a locker or Safety Deposit Vault located within the premises of any recognized commercial bank in India whilst in as stated in the Schedule, caused by or arising out of



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- a. Fire & allied perils
- b. Burglary and Housebreaking including Theft.
- c. Snatching of Jewellery anywhere in the world whilst worn by the Insured person or family members, whether or not in the Insured Premises.

#### 2.6.2. Conditions:

- 2.6.2.1. Where any Jewellery item lost consists of articles in pair or set, the Company's liability shall be restricted to the extent of that particular item lost without reference to any special value which that item may have as part of such pair or set.
- 2.6.2.2. It is warranted that the locker key is kept in highly secure place and you are duty bound to inform the police and lodge an FIR if found lost
- 2.6.2.3. It becomes a condition precedent to admission of liability that the list of jewellery items kept inside the locker be kept on record by you for each transaction. The Onus of Proof lies with you.
- 2.6.2.4. It is necessary that you lodge a claim with the bank, listing out the items which have been kept inside the locker and found lost.
- 2.6.2.5. Coverage under this section is restricted to India excepting when loss or damage is due to snatching whence it is covered worldwide
- 2.6.2.6. In respect of Bronze and Silver Plans, the limit per item shall be restricted to the actual market value of the damaged item or 20% of the sum insured (which shall be actual market value of the damaged item or 10% of the sum insured in respect of Gold Plan) under this section as specified in the Schedule of the policy, whichever is lower. Further, wherever waiver of per item limit has been opted by payment of additional premium and endorsed in the policy, "Limit per item" shall not apply under Silver and Gold Plans.
- 2.6.2.7. In respect of Bronze and Silver Plans, the maximum liability of the Company in the event of admissible claim for any one item/s following a loss or damage shall be the actual market value of the damaged item or 20% of the sum insured (which shall be actual market value of the damaged item or 10% in respect of Gold Plan) under this section as specified in the Schedule of the policy, whichever is lower. Further, wherever waiver of per item limit has been opted by payment of additional premium and endorsed in the policy, "Limit per item"



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shall not apply under Silver and Gold Plans and the maximum liability of the Company in the event of admissible claim for any one item/s following a loss or damage shall be the actual market value of the damaged item or the sum insured specified against this section whichever shall be less.

2.6.2.8. Limit per item is not applicable in respect of Platinum and Diamond Plans and the maximum liability of the Company in the event of admissible claim for any one item/s following a loss or damage shall be the actual market value of the damaged item or the sum insured specified against this section whichever shall be less.

## 2.6.3. Exclusions

- 2.6.3.1. Loss of bullion, unset/loose precious stones/ gems not forming part of Jewellery and valuable.
- 2.6.3.2. Loss of Jewellery and valuables whilst being carried as an accompanied baggage.
- 2.6.3.3. Loss of Jewellery whilst being conveyed by any carrier under contract of affreightment.
- 2.6.3.4. Loss attributable to over winding, denting or internal damage of watches and clocks.
- 2.6.3.5. Denting or internal damage of jewellery and valuables.
- 2.6.3.6. Negligence of you/your family members/bank in failing to securely lock the locker resulting in loss of jewellery and valuables
- 2.6.3.7. Any loss of jewellery/valuable attributable during the operation of the locker by You or Your authorized representative.
- 2.6.3.8. Loss or damage of jewellery and valuables noted whilst stock taking or any mysterious disappearance
- 2.6.3.9. Loss or damage caused by mechanical or electrical derangement/breakdown.

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## 2.6.4. Basis of coverage

a. Bronze - Fixed sum insured limits. Market Value basis against named perils with deduction for wastage and with per item limit



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b. Silver/Gold – Market Value basis against named perils with deduction for wastage and with per item limit

- c. Silver/Gold Market Value basis against named perils with deduction for wastage and with per item limit and with a 10% loading on premium rates for waiver of per item limit
- d. Platinum & Diamond-- Market Value basis against named peril with deduction for wastage and without per item limit

# 2.7. THIRD PARTY LIABILITY (excluding liability arising out of motor vehicles, Golf Carts & Perambulators) (applicable only in respect of Silver, Gold, Platinum & Diamond Plans)

## 2.7.1. Coverage

The Company will compensate you subject to the limits specified in General Condition 8.13, in the event you become legally liable to a third party (under statutory liability provisions or in common law for an incident occurring in India which results in death, injury or damage to the health of such third party or damage to his/her properties), but not exceeding the Sum Insured specified in Section IV of the Schedule to this Policy and provided the incident occurs during the Period of Insurance and provided that the claim is reported to the Insurer immediately, and subject to the special conditions and the exclusions of this policy.

## 2.7.2. Conditions:

- 2.7.2.1. For indemnity to be provided against damages, the damages must be payable under an acceptance of liability given or approved by the Company or under a judicial decision rendered by a court of law.
- 2.7.2.2. If there is a legal action in process against you over a personal liability issue, the Company may conduct the legal action, including appointment of legal counsel, at the Company's expense in your name at the Company's sole discretion.
- 2.7.2.3. The Company will have the right, but in no case the obligation, to take over and conduct in your name the defence of any claim and will have full discretion in the conduct of any proceedings

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and in the settlement of any claim and having taken over the defence of any claim, the Company may relinquish the same.

- 2.7.2.4. In the event the Company, in its sole discretion, chooses to exercise its right in pursuance of this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, what the Company's liability or obligations under this Policy would have otherwise been had it not exercised its rights under this condition.
- 2.7.2.5. This section is applicable only in respect of Silver, Gold, Platinum & Diamond Plans

## 2.7.3. Exclusions

- 2.7.3.1. Any claim arising from Employers' liability or your contractual liability or through special promises made by you.
- 2.7.3.2. Any claim of personal liability of You towards your family, relations and traveling companions, whether personal or official
- 2.7.3.3. Any claim resulting from transmission of an illness or disease by you
- 2.7.3.4. Any claim or damage resulting from professional activities involving you
- 2.7.3.5. Any claim for liability arising directly or indirectly from or due to:
  - a. The possession of animals
  - b. The ownership or possession of vehicles, aircrafts, watercrafts, or activities of you involving parachuting, hang-gliding, hot air ballooning or use of firearms.
  - c. Any willful, malicious or unlawful act.
  - d. Insanity, the use of any alcohol/ drugs (except as medically prescribed) or drug addiction.
  - e. Any supply of goods or services on your part.
  - f. any ownership or occupation of land or buildings other than the occupation of any temporary residence.
  - g. motor vehicles, Golf Carts & Perambulators

## 2.8. MOBILE EQUIPMENTS

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2.8.1. Coverage (under Silver, Gold, Platinum & Diamond Plans)

The Company will indemnify You subject to the limits specified in condition 8.13, in respect of loss of or damage to or destruction of Mobile equipments owned by you & your family whilst anywhere in the world, caused by or arising out of

a. Fire & Allied Perils

b. Burglary and Housebreaking excluding Theft.

c. Electrical and Mechanical breakdown.

d. Accidental Damage

This benefit is applicable only in respect of Silver, Gold, Platinum & Diamond Plans.

2.8.2. Conditions:

2.8.2.1. Claims under this section shall be subject to a depreciation of 25% every year subject to a maximum of 75%.

2.8.2.2. The limit per item under this section under Silver and Gold Plans shall be restricted to the actual

01 /5%

value of the damaged item or 10% of the sum insured under this section as specified in the Schedule of the policy, whichever is lower. Further, wherever waiver of per item limit has been opted by

payment of additional premium and endorsed in the policy, "Limit per item" shall not apply under

Silver and Gold Plans

2.8.2.3. In respect of Silver and Gold Plans, the maximum liability of the Company in the event of admissible

claim for any one item/s following a loss or damage shall be the actual value of the damaged item or

10% of the sum insured under this section as specified in the Schedule of the policy, whichever is

lower. Further, wherever waiver of per item limit has been opted by payment of additional premium

and endorsed in the policy, "Limit per item" shall not apply under Silver and Gold Plans and the

maximum liability of the Company in the event of admissible claim for any one item/s following a

loss or damage shall be the actual market value of the damaged item or the sum insured specified

against this section whichever shall be less.

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2.8.2.4. Limit per item is not applicable in respect of Platinum and the maximum liability of the Company in the event of admissible claim for any one item/s following a loss or damage shall be the actual market value of the damaged item or the sum insured specified against this section whichever shall be less.

2.8.2.5. Limit per item is not applicable in respect of Diamond Plans and the maximum liability of the Company in the event of admissible claim for any one item/s following a loss or damage shall be the actual replacement value of the damaged item or the sum insured specified against this section whichever shall be less.

## 2.8.3. Exclusions

Items of age more than 4 years old excepting in the case of Digital/Video cameras where it will be more than 10 years old.

## 2.8.4. Basis of coverage

a. Silver/Gold – On Named peril basis with depreciation and per item limit

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- b. Silver/Gold On Named peril basis with depreciation and with a 10% loading on premium rates for waiver of per item limit
- c. Platinum On Named peril basis with depreciation and without per item limit
- d. Diamond On Named peril basis with zero depreciation and without per item limit

### 2.9. BAGGAGE INSURANCE

## 2.9.1. Coverage (Under Gold, Platinum & Diamond Plans only)

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The Company will indemnify You subject to the limits specified in General Condition 8.13, in respect of total loss or total damage to accompanied personal baggage by accident or theft whilst travelling on tour from home town exceeding 100 kms radius anywhere in India.

This benefit is applicable only in respect of Gold, Platinum and Diamond Plans.

2.9.2. Conditions

The limit per item under this section shall be the actual value or 25% of the sum insured as specified in the schedule of the policy whichever is lower.

2.9.3. Exclusions

2.9.3.1. Theft from any unattended vehicle unless all windows are securely closed and all doors, boot and openings are securely locked.

2.9.3.2. Loss or damage whilst being conveyed by any carrier under contract of affreightment.

2.9.3.3. Loss or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery and Valuables, furs, precious stones, precious metal, gold and silver ornaments, travel tickets, cheques and bank draft, curios, works of art.

2.9.3.4. Loss, destruction or damage caused by or arising from the leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of a dangerous or damaging nature.

2.9.3.5. Loss due to misplacement.

2.9.3.6. Loss to personal baggage that is not within the care, custody or control of You and/or Your Family

2.9.3.7. Loss of or damage to the personal baggage insured under this Policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.

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2.9.4. Basis of coverage

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Gold/Platinum/Diamond Plans- Named perils with depreciation and per item limit

2.10. EXTERNAL EQUIPMENTS

2.10.1. Coverage (Under Gold, Platinum & Diamond Plans only)

The Company will indemnify You subject to the limits specified in General Condition 8.13, in respect of loss of or damage to or destruction of external equipments whilst contained in the Insured premises as stated in the Schedule, caused by or arising out of

a. Fire & Allied Perils

b. Burglary and Housebreaking including Theft.

c. Electrical and Mechanical breakdown.

2.10.2. Conditions

2.10.2.1. Claims per item under this section shall be subject to a minimum depreciation of 15% per year

and a maximum of 60%.

2.10.2.2. This benefit is applicable only in respect of Gold, Platinum and Diamond Plans.

2.10.3. Exclusions

2.10.3.1. Items of age more than 10 years old under Electrical and Mechanical Breakdown.

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2.10.3.2. Loss of or damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or

exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain,

ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant, dowtherm) felts,

endless conveyor belts or wires; sieves, fabrics, heat resisting and anti-corrosive lining and parts



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of similar nature, packing material, parts not made of metal (except insulating material) and nonmetallic lining or coating of metal parts.

- 2.10.3.3. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or renewal of the parts affected may be necessary.
- 2.10.3.4. Loss of or damage to filters and membranes.

## 2.10.4. Basis of coverage

Gold/Platinum/Diamond Plans - Named perils with depreciation and per item limit

## 2.11. TEMPORARY RESETTLEMENT EXPENSES

## 2.11.1. <u>Coverage</u>

In the event of loss or damage to the building insured under this policy due to operation of an insured peril as per terms and conditions of the policy and the building is not in a position to be occupied, the Company will reimburse to the Insured the actual cost incurred towards lodging expenses incurred as a temporary resettlement in an alternative accommodation for a maximum period of one week not exceeding the annual limits specified against each plan:

S.No.	Plan	Amount of resettlement
1	Bronze	10000
2	Silver/Gold	25000
3	Platinum/Diamond	50000

2.11.2. Specific Condition applicable for this

### section:

2.11.2.1. The actual charges incurred subject to the maximum limits specified above only shall be reimbursed.



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- 2.11.2.2. Resettlement expenses covers only the lodging expenses incurred during the course of stay in a guest house or in a hotel.
- 2.11.2.3. This coverage does not include boarding expenses and no proportion of the claim amount will be deducted if the same is offered on a complimentary basis.
- 2.11.2.4. Necessary proof for having stayed in an alternate accommodation other than the usual place of residence and paid the expenses shall have to be furnished to the insurance company.
- 2.11.2.5. This coverage does not include transportation expenses.
- 2.11.2.6. This cover can be availed only when building cover is opted.
- 2.11.2.7. The above limits are applicable per annum.

### 2.12. LOSS OF CASH

## 2.12.1. <u>Coverage</u>

In the event of actual loss of money in coins and/or currency notes up to the Benefit sum insured by robbery and/or hold-up while such money is in insured's/his family member's custody and whilst being conveyed by insured and/or his family members directly from a bank at which he/they maintain an account to their home in the ordinary course of transit, the Company will reimburse to the Insured towards actual loss of cash not exceeding the annual limits specified against each plan during the policy period:

S.No.	Plan	Loss of cash
1	Bronze	5000
2	Silver/Gold	15000
3	Platinum/Diamond	25000

## 2.12.2. Specific Conditions applicable to this section:

2.12.2.1. We will cover only one withdrawal in a day of the insured and or his family members.



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- 2.12.2.2. Steps must be taken to inform the robbery and/or hold-up to police immediately and a copy of the first information and /or Final report should be handed over to us.
- 2.12.2.3. Unless you are able to establish to our reasonable satisfaction that a loss of the amount stated has occurred with documentary proof.
- 2.12.2.4. The first INR. 250/- in respect of each and every claim.
- 2.12.2.5. The above limits are applicable per annum.

# 2.13. PERSONAL ACCIDENT

### **2.13.1.** Coverage

In case of death or disability arising out of and consequent (within 12 months) upon an injury sustained by your household staff, the policy will pay the limits specified in the schedule under this section as per the benefit table mentioned below.

1. Death	100%
2. Permanent Total Disablement	
Total and irrevocable loss* of	
(i) Both Hands or both feet	100%
(ii) sight of both eyes	100%
(iii) one entire hand and one entire foot	100%
(iv) Loss of either hand or foot and sight of one eye	100%
(v) Speech and hearing in both ears	100%
(vi) Either hand or foot	50%
(vii) Sight of One eye	50%
(viii) Speech	50%
(ix) Hearing in both ears	50%
(x) Thumb and index finger of the same hand	25%
(xi) Quadriplegia	100%



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(xii) Paraplegia	50%
(xiii) Hemiplegia	50%
(xiv) Uniplegia	25%

In any case, the maximum liability of the company in the event of a claim shall not exceed 100% of the sum insured provided under this section.

## 2.13.2. Specific Terms & conditions applicable to this section:

- 2.13.2.1. If the Accident affects any physical function, which was already impaired beforehand, a deduction will be made equal in amount for this prior disablement.
- 2.13.2.2. If the accident impairs a number of physical functions, the degree of disablement given in the Table of Benefits will be added together, but not exceeding 100% of the Sum Insured.
- 2.13.2.3. In the event of permanent disablement, the Insured Person will be under obligation:
- 2.13.2.4. To have himself/herself examined by doctors appointed by the Company will pay the costs involved thereof.
- 2.13.2.5. To authorize doctors providing treatments or giving expert opinion and any other authority to supply the Company any information that may be required.
- 2.13.2.6. If the obligations are not met with due to whatsoever reason, the Company may be relieved of its liability to pay.

### 2.13.3. Exclusions:

The Company shall not be liable to make any payment under this Benefit in connection with

- 2.13.3.1. Accidents due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
- 2.13.3.2. Damage to health caused by curative measures, radiation, infection, poisoning except where these arise from an Accident.
- 2.13.3.3. Any payment under this Benefit whereby the Company's liability would exceed the sum payable in the event of death



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2.13.3.4. Any other claim after a claim for death has been admitted by the Company and becomes payable.

- 2.13.3.5. Any claim which arises out of an Accident whilst engaging in aviation or ballooning, whilst mounting into or dismounting from or traveling in any balloon or aircraft or which occurs during parachuting except when the Insured Person is flying as a fare paying passenger on a multi engine commercial aircraft.
- 2.13.3.6. Any claim arising out of an Accident related to pregnancy or childbirth, venereal disease or infirmity, whether directly or indirectly
- 2.13.3.7. Any claim for death or Disablement of the Insured Person from
  - a. intentional self-injury, suicide or attempted suicide
  - b. whilst under the influence of intoxicating liquor or drugs
  - c. self- endangerment unless in self-defence or to save life.
- 2.13.3.8. Any claim for participation in Hazardous Sports/Hazardous Activities
- 2.13.3.9. Any claim arising out of sporting activities in so far as they involve in training or participation in competitions of professional or semi- professional sports persons.
- 2.13.3.10. General exclusions applicable to all sections as specified in the policy.

### 2.14. EMPLOYEE COMPENSATION

### **2.14.1.** Coverage

The Company will pay for compensation and litigation expenses which Insured and/or his family members shall become legally liable to pay as a householder occupying the premises specified in the schedule on account of Death or Bodily Injury to insured's domestic staff arising out of and in the course of employment in the insured premises under

d. Workmen Compensation Act 1923 or any amendment thereto.

- e. Fatal Accident Act, 1855 or
- f. Common Law



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The liability of the company shall not exceed the sum insured specified in the schedule for any one accident or series of accidents arising from one event or cause and for all accidents occurring during the period of insurance.

The company shall not be liable for any interest and/or penalty imposed on the insured on account of failure to comply with the requirements laid down under Workmen Compensation Act 1923 or any amendment thereto.

### 2.14.2. Conditions:

- 2.14.2.1. All household workers working under the insured will have to be covered
- 2.14.2.2. The minimum wages as per the Act is Rs.8000/per month which will be taken for premium calculation purposes
- 2.14.2.3. Warranted that work at heights is restricted to 50 metres and all recommended safety precautions for work at height are implemented at all times during the policy

## 2.14.3. Exclusions:

The Company shall not be liable to make any payment for liability arising out or or incidental to the following:

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



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2.14.3.6. Insured's and or his Family's ownership, possession or custody of animals, vehicles, airborne or water borne vessels or craft of any kind, or any mechanically propelled vehicle other than gardening equipment and wheelchairs.

2.14.3.7. The transmission of any communicable disease or virus

2.14.3.8. Liability arising out of Domestic violence and sexual harassment of domestic staff

## 3. CONDITIONS APPLICABLE TO ALL SECTIONS

3.1. Under any of the following circumstances the insurance ceases to attach as regards the property affected

3.1.1.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

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

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

3.3. The Sum Insured in respect of each of the section would automatically get reduced by the amount of claim paid, subsequent to the claim. However, the same shall stand reinstated as specified in condition 8.8.

### 4. BASIS OF LOSS SETTLEMENT

4.1. <u>Loss Settlement for 'Household articles -Contents, Appliances, Jewellery & Valuables and Mobile equipments sections</u>



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## 4.1.1. Where the damaged item needs to be replaced

4.1.1.1. In respect of Bronze, Silver and Gold Plans, in the event of loss or damage to the item/s covered under the policy, the Company shall indemnify the Insured with the current day replacement value of the damaged item at the time of loss less due allowance for betterment, wear and tear and or depreciation. subject to the Company's Liability not exceeding the per item limit specified in the Schedule for that section. In the case of Silver and Gold Plans, where waiver of per item limit has been opted by the insured and evidenced by way of payment of additional premium and endorsed in the policy, the Company's Liability shall not exceed the sum insured specified under that section.

- 4.1.1.2. In respect of Platinum Plan, in the event of loss or damage to the item/s covered under the policy, the Company shall indemnify the Insured with the current day replacement value of the damaged item at the time of loss less due allowance for betterment, wear and tear and or depreciation, subject to the Company's Liability not exceeding the sum insured specified in the Schedule for that section.
- 4.1.1.3. In respect of Diamond Plan, in the event of loss or damage to the item/s covered under the policy, if the age of the insured item is less than 5 years, the Company shall indemnify the Insured with the current day replacement value of the damaged item at the time of loss without deducting any allowance for depreciation, subject to the Company's Liability not exceeding the sum insured specified in the Schedule for that section. Where the age of the insured item exceeds 5 years, depreciation shall be applicable.

## 4.1.2. Where the damaged item can be repaired

Where the damaged item can be repaired, the Company shall indemnify the Insured the expenses necessarily incurred to restore the damaged item to its state immediately prior to the occurrence of the loss/damage, subject always to the sum insured specified under that section.

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# 4.1.3. <u>Basis of loss settlement for obsolete items</u>



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Where the insured property is subject to total loss and has become obsolete, all costs necessary to replace lost or damaged insured property with a follow-up model (similar type) of similar structure/configuration (of similar quality) i.e. low, average or high capacity will be reimbursed subject to a maximum of 50% of the cost of the follow up model

# 5. GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

The Company shall not be liable in respect of each and every claim for loss or damage to the insured property by or due to or arising from:

- 5.1. The amount of excess as stated in General Excess table of the policy in respect of each and every section
- 5.2. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable damage
- 5.3. Loss or damage by Burglary and Housebreaking including Theft where any member of Your family is involved as a principal or an accomplice.
- 5.4. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 5.5. Loss or damage due to faults or defects existing at the time of commencement of this insurance.
- 5.6. Loss or damage due to Cracking, Scratching, Denting and Chipping
- 5.7. Loss or damage due to defects in design, material or workmanship or otherwise for which the manufacturer or supplier of the insured items is responsible either by law or under contract or any amount recoverable under the terms of maintenance agreement.
- 5.8. Loss, damage and/or liability caused by or arising out of the willful or unlawful act/conduct/neglect or gross negligence of you or any person acting on your behalf.
- 5.9. Radioactive contamination
- 5.10. Any expenses, consequential loss, legal liability or any loss or damage to items directly caused by or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 5.11. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.



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- 5.12. Loss, destruction, damage, liability or expenses whether directly or indirectly occasioned by or happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power, civil commotion, loot, pillage, seizure, capture, arrests, restraints & detainment.
- 5.13. Loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 5.14. Loss, destruction or damage caused to the insured property by seepage, pollution or contamination irrespective of however been caused
- 5.15. Loss or damage to items of consumable nature
- 5.16. Any kind of loss or damage to data, software or any kind of programming or instruction set.
- 5.17. Loss or damage to contents by wear and tear, depreciation, insects, vermin, rodents, pets, animals, moth, fungus, pests, insects or mildew, corrosion, rust, atmospheric or climatic conditions, ingress of water, gradually operating cause, process or cleaning, restoring, renovation dyeing, repair, alteration.
- 5.18. Cost of transport to the repair shop and back to the Insured Premises of any insured item arising out of any damage to such item
- 5.19. Loss or damage caused by or arising out of or traceable to erection, repairing or dismantling of the insured apparatus (not applicable in respect of contents and appliances section under Platinum & Diamond plans)
- 5.20. Loss of earnings, loss by delay, loss of market, loss of sentimental value or other consequential or indirect loss or damage of any kind or description whatsoever.
- 5.21. Loss, destruction or damage caused to the property insured by burning by order of any Public Authority.
- 5.22. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- 5.23. Loss of originality and / or depreciation following repair
- 5.24. Any loss or damage to the insured property or to the general public and/ or legal liability arising out of immoral or unethical use of insured property.

### 6. GENERAL EXCESS



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Excess applicable in respect of every section shall be the amount specified in the below-mentioned table. In respect of loss or damage arising out of a single incident to multiple items covered under a single section, the excess amount shall be applicable on the item with the highest value only and not to each and every item.

Sections	Coverage	Excess (each and every claim)		
Gruh Sura	Gruh Suraksha Home Insurance Plan - Building			
I	Building (applicable only in respect of loss or damage due to burglary)	1% of claim amount subject to a min of Rs.100/-		
II	Rent for alternate accommodation	First Rs.250/- arising out of each and every claim		
III	Loss of Rent	First Rs.250/- arising out of each and every claim		
Gruh Sura	ksha Home Insurance Plan – Household ar	ticles		
IV	Household Contents	1% of SI (per item limit) subject to a maximum of Rs.10000		
V	Household Appliances	1% of SI (per item limit)subject to a maximum of Rs.10000		
VI	All risks for Jewellery & Valuables	1% of SI (per item limit)subject to a maximum of Rs.10000		
VII	Third Party Liability (excluding liability arising out of motor vehicles)	1% of SI–(per item limit)subject to a maximum of Rs.10000		
VIII	Mobile Equipments	2.5% of SI (per item limit)subject to a maximum of Rs.10000/-		
IX	Baggage insurance	5% of SI (per item limit) subject to a maximum of Rs.10000/-		



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X	Solar water heater (Upto a Maximum of 500 litre capacity only)	Rs.5000/- for sum insured up to Rs.5 lac and Rs.7500/- for sum insured exceeding Rs.5 lac (for breakdown double the excess)
х	Water treatment plant (Covers Motor & Pump only)	Rs.5000/- for sum insured up to Rs.5 lac and Rs.7500/- for sum insured exceeding Rs.5 lac (for breakdown double the excess)
Х	DG Set (upto 5 KVA Only)	2.5% of sum insured
XI	Temporary Resettlement	First Rs.250/- arising out of each and every claim
XII	Loss of Cash	First Rs.250/- arising out of each and every claim
XIII	Personal Accident	Nil
XIV	Employees Compensation	Nil
	Terrorism (covered under Fire & allied perils)	1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

Note: Where per item limit waiver has been chosen by paying additional premium, excess amount shall be calculated on the claim amount in the place of SI (per item limit)

# 7. CLAUSES APPLICABLE

# A) AGREED BANK CLAUSE

If You have mortgaged, hypothecated or created any security over Your Home orany of its Contents in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy



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Schedule under the title 'Agreed Bank Clause'. If You choose to add the name of such Bank at any time during the Policy Period, this will be shown as an Endorsement. Under this Clause You agree as follows: i. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount. ii. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insured. iii. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You. iv. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However, such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person. v. If You make any change in the use of Your Home or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this clause, unless the condition has been broken by the Bank or its employees. vi. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank, and shall pay additional premium from the time of such change. vii. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.

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### **B) Reinstatement Value Clause**

"It is hereby declared and agreed that in the event of the property insured under the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby.

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**Special Provisions** 

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner

suitable to the requirements of the insured subject to the liability of the Company not being thereby increased)

must be commenced and carried out with reasonable dispatch and in any case must be completed within 12

months after the destruction or damage or within such further time as the Company may in writing allow,

otherwise no payment beyond the amount which would have been payable under the policy if this

memorandum had not been incorporated therein shall be made.

2.Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or

damaged the Company shall not be liable for any payment in excess of the amount which would have been

payable under the policy if this memorandum had not been incorporated therein.

3.If at the time of replacement or reinstatement the sum representing the cost which would have been incurred

in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum

Insured thereon or at the commencement of any destruction or damage to such property by any of the perils

insured against by the policy, then the insured shall be considered as being his own insurer for the excess and

shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this

memorandum applies shall be separately subject to the foregoing provision. However, in the case of partial

losses, this condition shall not be of effect if the sum insured is lesser than the value at risk up to an extent of

15%.

4. This Memorandum shall be without force or effect if

i)the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such

further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or

damaged.

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ii)the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site in which case The basis of settlement shall be the cost of construction of property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, less depreciation at the rate of 2.5% per year or part thereof depending upon the age of the "Building" but not exceeding the Sum Insured stated in the Schedule

## C) Indemnity Value Basis Clause

In the event of property insured under Indemnity Value clause, the claim payable under Section I shall be subject to depreciation in value on account of usage, wear & tear. Such depreciation shall be deducted from the repair cost / reinstatement cost of the loss or damage.

## D) Escalation Clause

It is hereby agreed that for policies covering building with tenure of more than one year, when opted by the insured, the sum insured as per the schedule of the policy is automatically increased by 10% on completion of every 12 months from date of commencement of cover.

### Example

Example	
Sum insured at inception of policy period	Rs1,00,000



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Sum insured for the 2nd year or policy	Rs 1,00,000 + 10,000	
Sum insured for the 3rd year of policy	Rs 1,00,000 + 20,000	
and so on, on completion of every one year till expiry of the policy tenure		

However if a claim is reported or paid and insured opts not to reinstate the sum insured, the escalation will apply on the reduced sum insured after deducting the reported or paid claim amount.

### E) Riot, Strike and Malicious damage clause

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

- a) permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted authority,
- b) permanent or temporary dispossession of any building resulting from the unlawful occupation by any person or prevention of access to the same,
- c) 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 the 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.

## F) Terrorism Damage Cover Endorsement – Optional (Material Damage only)

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**INSURING CLAUSE** 

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in

consideration of the payment by the Insured to the company of additional premium as stated in the Schedule, it

is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion' of this

Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the

period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess described

hereinafter.

For the purpose of this cover, 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 organization(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 of 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 cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with

any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism

by the duly empowered government or Military Authority.

Provided that if the Insured is eligible for indemnity under any government compensation plan or other similar

scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such

plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military

forces, police or any other authority constituted by the government for maintaining law and order.

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LOSSES EXCLUDED This cover shall not indemnify loss of or damage to property caused by any or all of the

following:-

1. loss by seizure or legal or illegal occupation;



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2. loss or damage caused by: (i) voluntary abandonment or vacation, (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;

3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;

4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;

5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;

6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;

7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;

8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;

9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion; 10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;

11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;



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12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;

- 13. loss or increased cost as a result of threat or hoax:
- 14. loss or damage caused by or arising out of burglary, house breaking, looting, 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 action taken in respect of an act of terrorism;
- 15. loss or damage caused by mysterious disappearance or unexplained loss;
- 16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
- 17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

LIMIT OF INDEMNITY The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000 the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies. EXCESS\* Shops & Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000 Non-Industrial Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 1,000,000 Industrial Risks: 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,000,000 \*Whichever is applicable ADD ON COVERS It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In respect of several insurance policies with in the same compound /location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000. MID TERM COVER In case the coverage under this endorsement is granted during the currency of the policy, no claims will be



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payable for loss or damage to property caused by an act of terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. SANCTION, LIMITATION AND EXCLUSION CLAUSE No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. CANCELLATION CLAUSE Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed. If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates. Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

### 8. **GENERAL CONDITION**

## 8.1. **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 affected. Initial notification can be made by telephone.

## 8.2. Mis-description

This Policy shall be void and all premium paid hereon shall be forfeited to the company in the event of misrepresentation, mis-description or non-disclosure of any material particulars by you.

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### 8.3. Reasonable Care

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You must take all reasonable steps to prevent loss of or damage to property, which is insured under this contract, and to maintain such property in sound condition. 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.

8.4. **Geographical Area** 

The cover granted under this insurance is valid in India only excepting for coverage under Section VI & VII which is worldwide.

8.5. **Governing Law** 

This Policy shall be governed and interpreted in accordance with Indian Law. The Indian Courts shall have exclusive jurisdiction.

8.6. Claims Procedure

In the event of an incident that is covered and may give rise to a claim under this Policy, You must notify the Company immediately over phone or email us at customer.services@royalsundaram.in or provide written intimation and shall within 14 days thereafter furnish to the Company detailed particulars including sequence of events leading to the loss and the amount of the loss or damage together with such explanation and evidence to substantiate the claim as the Company may reasonably require. Delay if any in submission of documents shall be considered based on merits of each case.

In the event of an incident happening abroad that is covered and may give rise to a claim under this Policy, You must notify the Company in India immediately over phone or email us at customer.services@royalsundaram.in or provide written intimation and shall within 14 days thereafter furnish to the Company detailed particulars including sequence of events leading to the loss and the amount of the loss or damage together with such explanation and evidence to substantiate the claim as the Company may reasonably require. Delay if any in submission of documents shall be considered based on merits of each case.

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Lodge a complaint with the Police forthwith in the event of theft and Burglary and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.

You shall also at all times at your own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, 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.

Wherever necessary, the Company will appoint Surveyors/Investigators. The Company shall be entitled on your behalf to have absolute conduct and control of all or any proceedings it may consider necessary for the purpose of tracing and recovering the property lost, or of securing reimbursement in respect of the items lost and You shall at the Company's expense furnish all such assistance as may reasonably be required by the company in connection with such proceedings.

The documents required to substantiate a claim are given below coverage wise:

A) Fire claim

Duly completed Claim form

Statement on sequence of incidents leading to loss

First Information Report

Paper cuttings or media reporting of the incident

Fire Brigade Report (in case of Loss, destruction or damage by Fire)

Meterological report (in case of Loss, destruction or damage by Flood, Storm, Cyclone)

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Title deed establishing the ownership of the property (for Building cover)



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Layout plan of the building / affected area (for Building cover)

Details of firefighting arrangements

Estimate for Repairs/Replacement together with basis of arrival of the same

Invoice/Bills/ Receipts

**Photographs** 

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### B) Flood and Inundation claims

Claim form duly filled

Report from the meteorological department

Paper cutting or media report stating the incident

Layout plan of the building / affected area

Basis of arriving at the loss estimate

Engineers' quotation for repair/construction

Repair bills / Purchase bills

## C) Rent for alternate accommodation/temporary resettlement

Claim form duly filled

Proof of occupancy at the alternate accommodation indicating duration of such accommodation

Proof of rent paid for temporary accommodation

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## D) Loss of rent

Claim form duly filled

Rental agreement signed with the tenant

Statement from tenant confirming non-payment of rent due to uninhabitable state of the premises

## E) Burglary claim

Duly completed Claim form

Statement on sequence of incidents leading to loss together with details of items stolen

First Information Report filed with Police showing item identifications like description of items, date of incident and estimate of loss

Loss estimate and Basis of arriving at the loss estimate

Invoice/Bills in original

Final Police Report

Non-traceable Certificate issued by Police authorities

Newspaper cutting if any reporting the incident

Letter of indemnity

## F) Machinery Breakdown claim

Duly completed Claim form

Copy of purchase invoices

Service Engineer's Report



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Original manufacturers/repairers technical repo	_		
Photographs			
Invoice/Bills/ Receipts			
G) All Risks Insurance claim			
Claim Form			
Statement on sequence of incidents leading to lead	oss		
Original FIR			
Statement of witness			
Invoice/Bills			
Non-traceable Certificate/Final Investigation Report			
H) Plate Glass Insurance Claim			
Duly completed Claim form			
Statement on sequence of incidents leading to lead	oss		
Photographs			

Estimate for Repairs/ Replacement



Invoice/Bills/ Receipts

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I) Loss of cash
Claim form duly filled
FIR lodged with police
Statement on sequence of events leading to loss
Letter of indemnity
J) Personal Accident for employees
i) Death Claims:
Claim form duly filled
Death Certificate
Autopsy Report
Police Report
Inquest report/Accident report if any
Extract of Accident Register at the hospital if available

News Paper cuttings if any and any other relevant records

Chemical Analysis Report if available



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## ii) Disability Claims:

Claim form duly filled

**Disability Certificate** 

Accident report

Police Report

**Hospital Records** 

Extract of Accident Register at the hospital if available

Newspaper cuttings if any and other relevant records

Photograph of the employee displaying disability

## **K)** Employees Compensation

Wages statement, copy of attendance register if available

Proof of age of employee

FIR lodged with police

Original Summon / Petition if any

Statement of witness.

Report to Inspector of Labour

Copy of medical reports/fitness certificate (injury claims)

Post Mortem Report and death certificate (death claims)

Award copy



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## L) Baggage Insurance Claim

Duly completed Claim form

Copies of the letter addressed to police authorities describing the sequence of events leading to loss

First Information Report

**Proof of Journey** 

Statement of witness

Purchase Invoice/Bills/ Receipts of items lost

Final Police Report

Non-traceable/Missing certificate

Letter of indemnity

## M) For coverage of sections where worldwide coverage is provided

In respect of a claim happening abroad under Jewellery and Mobile equipments sections Claim documents as specified in the respective section shall be submitted to the address specified at the end of this section.

These claims also shall be processed in India only and settlement effected in Indian currency only

N) Other documents (applicable for all claims)



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KYC documents (address proof and ID proof for all claims exceeding INR 1,00,000

Cancelled cheque leaf of SB account in the policy holder's name for effecting NEFT settlement

Any other documents as required by the Insurer depending on the nature and type of the claim preferred

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The Claim documents should be sent to:

Accident & Health Claims Department

M/s.Royal Sundaram General Insurance Co. Ltd.,

Vishranthi Melaram Towers,

No.2/319, Rajiv Gandhi Salai (OMR),

Karapakkam, Chennai 600 097.

Tel.No:044-7117 7117.

Claim documents may be submitted to local Royal Sundaram Offices address of which can be obtained by calling our Toll Number 1860 425 0000 or logging into our website www.royalsundaram.in or e-mailing us at customer.services@royalsundaram.in.

## 8.7. Payment of Claims

All claims under this Policy shall be payable in Indian Currency

Benefits payable under this policy will be paid within 30 days of the receipt of last necessary document.

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The Company shall be liable to pay any interest at 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed, for sums paid or payable under this Policy, upon acceptance of an offer of settlement by the insured but there is delay in payment beyond 7 days from the date of acceptance.

At the time of claim settlement, Company may insist on KYC documents of the Proposer as per the relevant AML guidelines in force.

### 8.8. Reinstatement of Sum Insured:

In order to maintain continuous cover to the full extent of sum insured, upon settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss till the expiry of the policy year shall be deducted from the admissible amount payable under the policy.

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

### 8.9. **Currency**

Any claim payable under this Policy will be in Indian Rupees.

### 8.10. Cancellation of the Policy

The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact relating to this insurance of the insured or non-cooperation by the Insured by sending 15 days' notice in writing by Registered A/D to the insured at his last known address in which case the Company shall not refund to the insured any portion of the premium.



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The insured may at any time cancel this policy by giving 15 days' notice in writing and in such event, the Company shall allow refund of premium after retaining premium at Company's short period rate table given below for the period on risk subject to a minimum premium of Rs.250/-, provided no claim has occurred upto the date of cancellation.

### **Short period scales:**

Period on Risk	Rate of Premium to be retained
Up to 1 month	25% of Premium
Up to 3 months	50% of Premium
Up to 6 months	75% of Premium
Up to 12 months	Full Premium

## For Multi-year policies refund of premium shall be calculated as follows:

- 1. The actual number of years completed will be rounded off to the next year (for instance 4 years 2 months will be taken as 5 years)
- 2. Premium calculated after allowing the discount applicable as per the actual period on risk shall be retained and the balance if any shall be refunded.

# 8.11. Fraud

If any claim is in any respect fraudulent, or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy, all benefit under this Policy will be forfeited and we may choose to void the Policy without any refund of premium and proceed to recover all benefits paid to You.

### 8.12.Indemnity

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The Company may at its option, if applicable, reinstate, replace or repair the property, lost or damaged or any part thereof

instead of paying the amount of loss or damage or may join with any other insurer in doing so 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 item as it was at the time of occurrence of such loss or damage, subject to the limits specified in the Schedule. If the Company so elect to reinstate or replace any property you shall at your 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 cause to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

8.13. <u>Limit of Company's Liability per policy year under this Policy</u>

Any claim payable under the policy shall be subject to "Limit per item" stated against the relevant section/s in the schedule and the maximum liability of the Company shall not exceed the Sum Insured specified in the schedule against each sections.

For Platinum & Diamond Plans "Limit per item" shall not apply for Sections 2.4, 2.5, 2.6 & 2.8 only. Similarly under Silver and Gold Plans where waiver of per item limit has been opted by payment of additional premium and endorsed in the policy, "Limit per item" shall not apply for Sections 2.4, 2.5, 2.6 & 2.8 only.

8.14. Rights and responsibilities

You must give us all the help and information we may need to settle or defend any claim or to start legal proceeding.

On the happening of loss or damage to any of the property insured by this Policy, the Company may

i) enter and take and keep possession of the building or premises where the loss or damage has happened.

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ii) 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.

iii) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with

the same.

iv) sell any such property or dispose of the same for account of whom it may concern

8.15. Contribution

If at the time of a claim under this Policy, there is any other insurance covering the same loss, We shall not be

liable to pay more than Our rateable proportion of the loss / expenses.

8.16. Subrogation

You shall at the expense of the Company do and concur in doing, permit to be done all such acts and things that

may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies

for obtaining relief or indemnity from other parties to which the Company shall or would become entitled or

subrogated upon the Company paying for or making good any loss or damage under this Policy, whether such

acts and things shall be or become necessary or required before or after your indemnification by the Company.

8.17. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under this Policy, (liability being otherwise

admitted) such difference shall independently of all other questions be referred to the decision of a sole

Arbitrator, to be appointed in writing by the parties to or if they cannot agree upon a single Arbitrator within 30

days of any party invoking Arbitration, the same shall be referred to a panel of three Arbitrators, comprising of

two Arbitrators, one to be appointed by each of the parties to the dispute/difference and the third Arbitrator to

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be appointed by such two Arbitrators and Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

It is hereby expressly stipulated and declared that it shall be 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.

8.18. **Disclaimer** 

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to you 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.

8.19. **Observation of Terms and Conditions** 

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

8.20. Renewal of Policy

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the

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Company under the insurer. Nothing herein or otherwise shall oblige the Company to offer renewal terms or restrict any renewal terms as to premium or otherwise.

8.21. Free look cancellation

At the inception of the policy you will be allowed a period of 15 days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable. If you have not made any claim during the free look period, you will be entitled to the following, provided no claim has been settled or lodged for the period the policy has been in force:

a. A refund of the premium paid less stamp duty charges or;

b. Where the risk has already commenced and the option of return of the policy is exercised, a

deduction towards the proportionate risk premium for period on cover or;

c. Where only a part of the risk has commenced, such proportionate risk premium commensurate with

the risk covered during such period.

8.22. Change of address

The Insured must inform in writing of any change in his/her address.

8.23. **Compliance with Policy provisions** 

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

8.24. **Grievances** 

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

i. Any partial or total repudiation of claims by the Company.

ii. Any dispute with regard to premium paid or payable in terms of the policy.76UIN: IRD.

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iii. Any dispute on the legal construction of the policies in so far as such disputes relate to claims.

iv. Delay in settlement of claims.

v. Non-issue of any insurance document to customer after receipt of the premium.

The Insured Person may approach the Insurance Ombudsman whose Offices are located at Ahmedabad, Bhubaneshwar, Bhopal, Chandigarh, Chennai, Guwahati, Kochi, Kolkatta, Lucknow, Hyderabad, Mumbai and Delhi.

8.25. Sanctions Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re) insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provisions of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America."

8.26. Change in terms and conditions and premium during renewal

During renewal, the benefits provided under the policy and/or terms and conditions of the policy including premium rate may be withdrawn/modified subject to IRDAI regulations, in which case policyholders will be informed through a written communication 3 months prior to expiry of the policy. When the policy is withdrawn, the product / plan shall not be available for renewal at the due date. However, the cover under such policy shall continue till the expiry date shown in the schedule of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites



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### WHAT IF I EVER NEED TO COMPLAIN?

We hope, of course, that you will never feel the need to complain. Nevertheless, sometimes things do go wrong. When they do, we want to know straight away, so we can put them right as quickly as possible, and take steps to make sure they don't happen again.

In all instances, call our Customer Services at our Chennai office at 1860 425 0000 or e-mail at customer.services@royalsundaram.in or write us to

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