



ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED

(formerly known as Royal Sundaram Alliance Insurance Company Limited)

Regd Office 21 Patullos Road, Chennai – 600 002.

Corporate Office: Vishranthi Melaram Towers, No. 2/319, Rajiv Gandhi Salai (OMR), Karapakkam, Chennai – 600 097

Call: 1860 425 0000. Email – customer.services@royalsundaram.in

Website: www.royalsundaram.in

IRDA Registration No. 102 | CIN – U67200TN2000PLC045611

PLATE GLASS INSURANCE **POLICY**

OPERATIVE CLAUSE

The Plate Glass Insurance Policy is a legal contract between the Insured named in the Schedule and the **ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED** (formerly known as Royal Sundaram Alliance Insurance Company Limited) (hereinafter referred to as the Company)

This policy has been prepared in accordance with the answers given and the declaration on the proposal form signed by the Insured and any other information provided to the Company by the Insured.

The Policy, the Schedule, the Exceptions, the Conditions and Endorsements shall be read together as one contract and any word or expression which carries specific meaning shall bear such meaning throughout.

The Insured and the Company agree

1. The Proposal shall be incorporated in and be the basis of the contract.
2. The Insurance will commence only on receipt of Premium
3. The Company will provide the Insurance subject to the terms of this Policy

INSURANCE

The Company agrees that if at any time during the Period of Insurance, there shall be any breakage (excluding damage by scratches) of any of the Glass in the Premises and specified in the Schedule, the Company will pay or make good to you the intrinsic value of the Glass up to the total value specified in the Schedule against each item respectively. An additional amount not exceeding 5% of the admissible claim will be payable towards boarding charges of the damaged area however this amount is subject to overall limit of indemnity laid down under the Policy.

GENERAL EXCEPTIONS

The company shall not be liable for

1. Breakage of Glass caused by Fire or Explosion.
2. War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not). Civil War, Mutiny, Rebellion, Revolution, Insurrection, Military or Usurped Power, Strike, Riot or Civil Commotion, Confiscation or Nationalisation.
3. Typhoon, Flood, Hurricane, Volcanic Eruption, Earthquake or other convulsion of nature.
4. Breakage of cracked or imperfect glass.
5. Loss or damage to frames or framework of any description.
6. The costs of removal or replacement of any fitting or fixtures in order to replace glass.
7. Any loss or damage arising from the interruption of or due to delay, in the Insured's business during the intervening time between occurrence of any breakage and realizing
8. Breakage of any lettering on the glass covered under this Policy unless such breakage be caused by or consequent upon the breakage of the glass to which it is affixed.
9. Any costs of boarding up, in excess of the amount specified in the Policy

CONDITIONS

Notice: Every notice or communication to be given or made under this Policy shall be delivered in writing at the Company's policy issuing office.

1. **Alteration in risk:** All the Glass described by this Policy is insured only so long as it is fixed. If there be any alteration of the premises, or in the tenancy, sub tenancy, occupancy of or business, carried on in the buildings containing the Glass described in this Policy or if the premises should become unoccupied for period of more than 7 days, then



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and in every such case the same must be immediately notified to the Company and if the risk is increased the company shall have the option of charging a suitable extra premium or of refusing to continue the Insurance.

2. **Claims procedure:** In case of breakage of any of the Glass mentioned in the Schedule, the Insured shall give immediate notice in writing to the Company and shall furnish full particulars of such breakage and how sustained, and give proof of the same by production of such evidence as the Company may reasonably require. If no claim is made within fifteen days from the happening of such breakage the Insured shall lose all rights to recover under this policy.
3. **Indemnity:** All salvage glass shall be the property of the Company, and must be carefully preserved. It shall be at the option of the Company either to pay to the Insured the amount of the intrinsic value in money or to make replacement with glass of a similar manufacture and quality. The Company shall be entitled to the rights of the Insured for all-purpose in connection with this Policy including the defending, enforcing or settling of legal proceedings for the benefit of the Company.
4. **Cessation of risk:** The Policy ceases to be in force if the Insured property shall pass from the Insured to any other person otherwise than by will or operation of Law, unless notice is given to the Company.

Contribution: If at the time when any claim arises under this Policy, there be any other insurance covering the same loss or damage, the Company shall not be liable to pay or contribute more than its rateable proportion of any claim for such loss or damage.

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

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

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

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

Fraud: If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy all benefits under this Policy shall be forfeited

Observance of terms and conditions: The due observance and fulfillment of the terms and



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condition and endorsement of this policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statement and answers in the said proposal shall be condition precedent to any liability of the Insurers to make any payment under this Policy.

Warranty: All glass insured by this Policy shall be understood to be plain and of ordinary glazing quality, without embossing, silvering, lettering, bending or ornamental work of any kind, unless expressly stated to the contrary, in relation to the specific item of Glass concerned in the Schedule.

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

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

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

Renewal notice:

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

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

Grievance Redressal Procedure:

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

- Any partial or total repudiation of claims by the Company.
- Any dispute regard to premium paid or payable in terms of the policy.



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- c. Any dispute on the legal construction of the policies in so far as such disputes relate to claims.
- d. Delay in settlement of claims.
- e. Non-issue of any insurance document to customer after receipt of the premium.
- f. Any other grievance.

The Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Royal Sundaram General Insurance Co. Limited is located. The Insurance Ombudsman's offices are located at Ahmedabad, Bengaluru, Bhubaneswar, Bhopal, Chandigarh, Chennai, Ernakulam, Guwahati, Jaipur, Kolkata, Lucknow, Noida, Patna, Pune, Hyderabad, Mumbai and Delhi. For detailed grievance redressal procedure and for Contact Details of Insurance Ombudsman, please visit our website www.royalsundaram.in