ROYAL SUNDARAM INSURANCE
Sundaram Finance Group

ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED
Regd Office: 21, Patullos Road, Chennai 600 002.
Corporate Office: "Vishranthi Melaram Towers",2/319, Rajiv Gandhi Salai, Karapakkam, Chennai 600 097. Ph: 91-44-7117 7117, 1860 425 0000.
Email:customer.services@royalsundaram.in
Website:www.royalsundaram.in
IRDA Regn. No. 102|CIN-U67200TN2000PLC045611

CONTRACTOR'S PLANT & MACHINERY INSURANCE

WHEREAS the insured named in the Schedule hereto by a proposal and declaration which shall be basis of this contract and is deemed to be incorporated herein has applied to the **ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED** (formerly known as Royal Sundaram Alliance Insurance Company Limited) (hereinafter called the `Company`) for the insurance hereinafter contained and has paid the premium as consideration for such Insurance in respect of accident or damage occurring during the period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy.

NOW THIS POLICY OF INSURANCE WITNESSETH

That subject to the terms, exceptions, exclusions, provisions and conditions contained herein or endorsed hereon, the Company will at its own option by payment or reinstatement or repair indemnify the Insured against unforeseen and sudden physical loss or damage by any cause not hereinafter excluded to any Insured Property specified in the attached Schedule(s) whilst at the location mentioned therein necessitating its immediate repair or replacement. This Policy shall apply to the insured items whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection, but in any case only after successful commissioning. The liability of the Company for any one item of the insured property shall not exceed in the aggregate in any one Period of Insurance the Sum Insured set against such item in the attached Schedule(s). However the sum Insured under such item can be reinstated after occurrence of a claim for balance period.

EXCEPTIONS:

1. THE COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY IN RESPECT OF

a) The Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items

b) Loss or damage, due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or de-rangement an accident occurs causing external damage, such consequential damage will be indemnifiable.

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c) Loss of or damage to replaceable parts and attachment (such as bits, drills, knives or other cutting edges, saw blades, dies, moulds, patterns, pulverizing and crushing surfaces, screens and sieves, ropes, belts, chains, elevator and conveyor belts, batteries, tyres, connecting wire and cables, flexible pipes, joining and packing material regularly replaced)

d) Loss or damage due to explosion of any boiler or pressure vessel subject to internal steam or fluid pressure or of any internal combustion engine

e) Loss of or damage to vehicles designed and licensed for general road use unless these vehicles are exclusively used on construction site

f) loss of or damage to Hull and machinery of waterborne vessels or crafts, however this exclusion shall not apply to Contractors Plant and machinery mounted on waterborne vessels or crafts for the purpose of use for contract work.

g) loss or damage due to total or partial immersion in tidal waters

h) Loss or damage whilst in transit, from one location to another location. Public Liability will not be payable while Contractors Plant & Machineries are on Public Roads.

i) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, corrosion, rust, deterioration due to lack of use and normal atmospheric conditions)

j) loss or damage occurring whilst any insured item is undergoing a test of any kind or is being used in any manner or for any purpose other than that for which it was designed

k) loss or damage to plant and/or machinery working under ground.

Note: This does not apply to Machineries used in Tunneling works.

l) War, Invasion, act of foreign enemy, hostilities or war like operation (whether war be declared or not), Civil War, Rebellion Revolution, Insurrection, Mutiny, Civil Commotion, Military or usurped power, martial law, conspiracy, confiscation, commandeering a group of malicious person(s) acting on behalf of or in connection with any political organisation, requisition or destruction or damage by order of any government de jure or de facto or by any public, Municipal or Local Authority.

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m) loss or damage directly or indirectly caused by, or arising out of, or aggravated by nuclear reaction, nuclear radiation or radioactive contamination.

n) loss or damage due to any faults or defects existing at the time of commencement of this policy within the knowledge of the insured or his representatives, whether such faults or defects were known to the Company or not

o) loss or damage directly or indirectly caused by, or arising out of or aggravated by the wilful act or wilful negligence of the insured or his representatives

p) loss or damage for which the supplier or manufacturer is responsible either by law or under contract

q) consequential loss or liability of any kind or description

r) loss or damage discovered only at the time of taking an inventory or during routine servicing

s) Terrorism Damage Exclusion Warranty

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above

In any action, suit or other proceeding where the company allege that by reason of the provisions of exclusions l) to q) & s) above any loss,

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destruction or damage is not covered by this policy, the onus of proving that such loss, destruction or damage is covered shall be upon the insured.

PROVISIONS:

1. SUM INSURED:

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the insured Property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues & customs duties if any and erection costs.

2. BASIS OF INDEMNITY:

a) In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its condition immediately prior to the accident/loss plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shops, customs duties and dues if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges

   No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed herein above equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

b) In cases where an insured item is totally destroyed the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement cost of the item. The Company will also pay any normal charges for dismantling of the machinery destroyed but the salvage shall be taken into account.

Any extra charges incurred for Overtime, Night-work, Work on public holiday, Express freight, are covered by this insurance only if especially agreed to in writing.

In the event of the Makers' drawing, patterns and core boxes necessary for the execution of a repair, not being available, the Company shall not

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be liable for the cost of making any such drawing, patterns and core boxes.

The cost of any alteration, improvements or overhauls shall not be recoverable under this Policy.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

If the sum insured is less than the amount required to be insured as per Provision I herein above, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item, if more than one, shall be subject to this condition separately.

The Company will make payments only after being satisfied, with the necessary bills and documents, that the repairs have been effected or replacement have taken place, as the case may be. The company may however, not insist for bills and documents in case of total loss where the insured is unable to replace the damaged equipment for reasons beyond their control. In such cases claims can be settled on "Indemnity Basis".

3. CONDITIONS:

a) This Policy and the attached Schedule(s) shall be read together as one contract and any words and expressions to which specific meanings have been attached in any part of this Policy or of the attached Schedule(s) shall bear the same meaning wherever they may appear.

b) 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 any one acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action, or suit is commenced within three months after such rejection, all benefit under this policy shall be forfeited.

c) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire to take over and conduct in the name of the Insured the defence or settlement of any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

d) The due observance and fulfilment of the terms, provisions and conditions of and endorsement on this policy in so far as they relate to anything to be done or complied with by the Insured and the truth of

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the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this policy.

4. MISCELLANEOUS:

The Insured shall

a) take all practicable steps including in the case of machinery lost or stolen or wilfully damaged the giving of immediate notice to the Police to recover any property lost or stolen and in the case of theft or wilful damage to discover the guilty person or persons.

b) produce or give access to any property alleged to be damaged and the Insured shall be bound to satisfy the Company by such reasonable evidence as the Company may require that the loss destruction or damage in respect of which a claim is made has actually arisen from one of the risks insured.

5. OBLIGATIONS OF THE INSURED:

a) The insured shall take all reasonable steps to maintain the insured property in efficient working order and to ensure that no item is habitually or intentionally overloaded. The Insured shall fully observe the manufacture's instructions for operating, inspection and overhaul, as well as government statutory, municipal and all other binding regulations in force concerning the operation and maintenance of the insured plant and machinery

b) The Company's officials and/or their representatives shall at all reasonable times have the right to inspect and examine any property insured hereunder and the Insured shall provide the officials of the Company with all details and information necessary for the assessment of the risk.

c) In the event of any;

(i) Material change in the original risk,
(ii) Alteration, modification or addition to an insured item,
(iii) Departure from prescribed operating condition, whereby the risk of loss or damage increases.
(iv) Change in the Insured's interest (such as discontinuation or liquidation of the business or being placed in receivership) taking place,

the Policy shall be void unless its continuance be agreed by endorsement signed by the Company.

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6. DUTIES FOLLOWING AN ACCIDENT

In the event of any occurrence which might give rise to a claim under this policy the Insured shall:

a) immediately notify the Company by telephone or telegram as well as in writing, giving an indication as to the nature and extent of loss or damage.

b) take all reasonable steps within his power to minimise the extent of the loss or damage or liability;

c) Preserve the damaged or defective parts and make them available for inspection by an official or surveyor of the Company;

d) furnish all such information and documentary evidence as the company may require.

The Company shall not be liable for any loss or damage of which no notice and completed claims form have been received by the Company within Fourteen days of its occurrence.

Upon notification of a claim being given to the Company, the Insured may proceed with the repair of any minor damage not exceeding Rs.7,500/- provided that the carrying out of such repairs is without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative of the Company shall have the opportunity of inspecting the damage before any alterations, repairs or replacements are effected. Nothing contained herein shall prevent the Insured from taking such steps as are absolutely necessary to maintain the operation of the plant.

The liability of the Company under this Policy in respect of any item of property sustaining damage, for which indemnity is provided, shall cease if the said item is kept in operation without being repaired to the satisfaction of the Company.

Documents to establish cause, extent, and adjustment of loss as per policy terms will be required to be submitted. In General, the following documents are required:

- Claim form,
- Fire Brigade Report / FIR,
- Proof in support of Cause of Loss Like OEM report (RCA),
- List of Items Covered / Asset Register,
- Quotation to establish the cost of replacement,
- Repair / Reinstatement Invoices with Payment proof,
- CKYC documents PAN, ROC certificate, Aadhaar, GST Registration Certificate
- Any other document: There may be specific requirements depending upon the merits of each case.

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Turn Around Time for claims settlement:
15 working days from the date of receipt of survey report or last document / clarification from the Insured / Surveyor whichever is later.

7. OTHER INSURANCE

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

Where Bank or other lending or Financial entity is involved -
In case there is more than one insurance policy issued to the customer / policyholder covering the same risk, the insurer will not apply contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.

8. POSITION AFTER A CLAIM

a) The Insured shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not.

b) As from the day of the loss the Sum Insured for remainder of the period of insurance is reduced by the amount of the compensation. To prevent under insurance during the remainder of the current period of insurance the amount insured must be reinstated. The premium will be calculated pro-rata from the day the repaired item is again put to work. For subsequent periods of insurance the original indemnity and premium are again in force unless circumstances justify an alteration.

9. TRANSFER OF INTEREST

The insurance granted by this Policy shall cease to attach to any items described in the Schedule the interest in which shall pass from the Insured otherwise than by will or operation of law, unless the consent of the Company for the continuance of the insurance shall be obtained and signified by endorsement hereon.

10. TERMINATION OF INSURANCE

The Insured can cancel the policy at any time during the policy term, by informing the Company.
The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Insured.

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The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

11. RECOURSE

The Insured shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company in endorsing any right or remedies or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good of any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

12. 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.

13. GRIEVANCE REDRESSAL PROCEDURE:

1. ln case of any grievance You may contact the company through
   Website: https://www.royalsundaram.in/customer-service
   Contact Numbers: 1860 258 0000, 1860 425 0000
   E-mail: manager.care@royalsundaram.in
   Sr. Citizen can email us at: seniorcitizengrievances@royalsundaram.in
   Fax: 044-7117 7140
   Courier: Grievance Redressal Unit
   Royal Sundaram General Insurance Co. Limited
   Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR) Karapakkam,
   Chennai – 600097.

   You may also approach the grievance cell at any of the company's branches with the details of grievance. If You are not satisfied with the redressal of grievance through one of the above methods, You

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may contact the grievance officer

Mr. T M Shyamsunder

Grievance Redressal Officer,

Royal Sundaram General Insurance Co. Limited,

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

Karapakkam, Chennai – 600097.

For updated details of grievance officer, kindly refer the link http://www.royalsundaram.in.

If You are not satisfied with the redressal of grievance through above methods, the You may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management system https://bimabharosa.irdai.gov.in.

2. **Consumer Affairs Department of IRDAI**

a. In case if it is not resolved within 15 days or if You are unhappy with the resolution, You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an e-mail to complaints@irdai.gov.in. You can also make use of IRDAI's online portal – Bima Bharosa Portal by registering Your complaint at https://bimabharosa.irdai.gov.in/

b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.

c. You can visit the portal https://bimabharosa.irdai.gov.in/ for more details.

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3. Insurance Ombudsman

If the **Insured / insured member** is not satisfied with the redressal of grievance through above methods, the **insured / insured member** may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. You can approach the Council for Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers are available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in. For the updated list of the offices of the Insurance Ombudsman, request you to visit the website of the Council for Insurance Ombudsman at https://www.cioins.co.in/ombudsman or on our company website at www.royalsundaram.in. You can also lodge online complaint with the Council for Insurance Ombudsman through the website of Council for Insurance Ombudsmen (CIO) at www.cioins.co.in.

Details of Insurance Ombudsman Offices				
S No	**Office of Insurance Ombudsman**	**Address**	**E-mail**	**Landline NOs.**
1	AHMEDABAD	Jeevan Prakash, 6th floor, Near S.V.College Relief Road, Tilak Marq, Ahmedabad- 380 001.Guiarat	oio.ahmedabad@cioins.co.in	079-25501201 079-25501202
2	BENGALURU	Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, No. 19/19 24th Main Rd, 1st Phase J.P.Nagar, Bengaluru-560 078.	oio.bengaluru@cioins.co.in	080-26652048 080-26652049
3	BHOPAL	LIC of India Zonal Office Bldg. 1st Floor South Wing,Jeevan Shikha Opp. Gayatri Mandir 60-B Hoshangabad Road Bhopal-462 011	oio.bhopal@cioins.co.in	0755-2769201 0755-2769202 0755-2769203 0755-2769200
4	BHUBANESWAR	62, Forest Park, Bhubaneswar, PIN -751009.	oio.bhubaneswar@cioins.co.in	0674-2596455 0674-2596429 0674-2596003 0674-2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor LIC of India Bldq. SCO 20-27 Sector 17-A, Chandigarh -160 017	oio.chandiqarh@cioins.co.in	0172-2706468 0172-2773101 0172-2990938 0172-2706196 0172-2707468 0172-2772101 0172-2990942
6	CHENNAI	Fatima Akhtar Court 4th flr 453 (old 312), Anna Salai Teynampet Chennai 600 018	oio.chennai@cioins.co.in	044-24333668 044-24333678
7	IDELHI	2/2 A 1st Floor Universal Ins. Building Asaf Ali Road New Delhi- 110 002.	oio.delhi@cioins.co.in	011-46013992
8	GUWAHATI	Jeevan Nivesh Bldg., 5th Floor, Near Pan Bazar S.S. Road, Guwahati-781001	oio.guwahati@cioins.co.in	0361-2631307 0361-2632204 0361-2732937 0361-2632205

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9	HYDERABAD	6-2-46, 1st Floor, Moin Court Lane Opp.Hyundai Showroom, A.C.Guards, Lakdi-ka-pool Hyderabad 500 004	oio.hyderabad@cioins.co.in	040-23376991 040-23312122 040-23376599 040-23328709 040-23325325
10	JAIPUR	Jeevan Nidhi II, Ground Floor, Bhawani Singh Road, Ambedkar Circle , Jaipur -302 005	oio.jaipur@cioins.co.in	0141-2740363
11	KOCHI	10th Floor, LIC Bidg, Jeevan Prakash Opp MaharajCollege Ground M.G.Road, Ernakulam, Kochi- 682 011	oio.ernakulam@cioins.co.in	0484-2358759 0484-2358734 0484-2358336
12	KOLKATA	7th Floor of Hindusthan Building (Annex), 4,C R Avenue Kolkata-700 072	oio.kolkata@cioins.co.in	033-22124339 033-22124341
13	LUCKNOW	leevan Bhavan Phase II, 6th Floor, Nawal Kishore Road, Hazratganj,Lucknow- 226 001	oio.lucknow@cioins.co.in	0522-4002082
14	MUMBAI	IIIrd Floor, Jeevan Seva Annexe S.V.Road, Santacruz West Mumbai-400 054	oio.mumbai@cioins.co.in	022-69038800 022-69038827/8829 022-69038831/8832 022-69038833
15	NOIDA	Bhagwan Sahai Palace, 4th flr Main Road, Naya Bans Sector 15, Noida-201301 Dist G.B.Naqar Uttar Pradesh	oio.noida@cioins.co.in	0120- 2514252 0120-2514253 0120-4027589
16	PATNA	2nd Floor Lalit Bhawan Bailey Road Patna- 800 001	oio.patna@cioins.co.in	1061-22547067 1061-22547068
17	PUNE	3rd Floor, Jeevan Darshan -LIC of India Bldg N.C. Kelkar Road, Narayan Peth, Pune- 411030.	oio.pune@cioins.co.in	020-24471175
18	THANE	2nd Floor, Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West),Thane- 400 604	oio.thane@cioins.co.in	022-20812868 022-20812869