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

ADVANCE LOSS OF PROFITS INSURANCE POLICY(CONSTRUCTION)

In consideration of the Insured named in the Schedule hereto having paid to the **ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED** (formerly known as Royal Sundaram Alliance Insurance Company Limited) (hereinafter called the Company) the Premium mentioned in the Schedule, the Company agrees subject to the Special Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon and also to the conditions and exclusions contained in the Contractors' All Risks or Erection All Risks policy covering the interest of the Insured in the Contract Works specified in the Schedule, (hereinafter called the Contract Works policy)

That if the Contract Works or any part thereof suffer any loss or damage indemnifiable under the Contract Works Policy (such loss or damage being hereinafter termed Damage) in such manner as to interrupt or to interfere with the carrying out of the Contract and thereby to cause a delay to the Scheduled Date of Commencement of the Business, then the Company will pay to the Insured in respect of each item of the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions contained herein

Provided that

1) such Damage occurs, at any time after payment of the Premium, during the Period of Insurance.

2) the Insured under this policy is named as the Principal in and is one of the parties constituting the Insured in the Schedule to the Contract Works policy.

3) at the time of the happening of the Damage there shall be a Contract Works policy in force covering the interest of the Insured in the Contract Works, and that payment shall have been made or liability admitted thereunder in respect of indemnification for such Damage. However, this proviso shall not apply where payment is not made under the Contract Works policy solely due to the operation of a provision of the Contract Works policy excluding liability for losses below a specified amount.

4) the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured thereon nor in the whole the Total Sum Insured hereby or such other sum or sums as may hereafter be substituted thereof by memorandum duly signed by or on behalf of the Company.

SPECIFICATION

The insurance under Item No. 1 is limited to loss of Gross Profit due to a) Reduction in Turnover and b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be:-

(a) in respect of Reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover

(b) in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage

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Provided that if the Sum Insured hereon be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover, the amount payable shall be proportionately reduced.
And provided further that if during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business, either by the Insured or by others on the Insured's behalf, the money paid or payable to the Insured in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

The insurance under Item No. 2 is limited to the reasonable charges payable by the Insured to their auditors for producing and certifying any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs, information or evidence as may be required by the Company under the terms of Condition 2 of this policy. Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company under Condition 2 of this policy for the purpose of investigating or verifying any claim hereunder may be produced and certified by the Insured's auditors and their certificate shall be prima facie evidence of the particulars and details to which such certificate relates.

Definitions

Period of Insurance: The period shown as such in the Schedule, and terminating on the date shown in the Schedule or, in respect of any part of the Contract Works or the whole thereof, on such earlier date as cover during the Construction Period or the Erection Period in respect of such part of the Contract Works or the whole thereof ceases under the Contract Works policy.

Gross Profit: The amount by which the Turnover exceeds the amount of the Specified Working Expenses.

Scheduled Date of Commencement of the Business: The date shown as such in the Schedule and on which Business is due to become operational.

Delay: The period of time between the Scheduled Date of Commencement of the Business and the date on which the Business became or would have become operational.

Turnover: The amount of money paid or payable to the Insured for goods sold or services rendered in the course of the Business at the Premises.

Indemnity Period: The period beginning at the end of the Waiting Period specified in the Schedule and ending not later than the duration of the Maximum Indemnity Period (specified in the Schedule) thereafter, during which the results of the Business are affected in consequence of the Damage.

Rate of Gross Profit: the rate which, had the Delay not occurred, would have been earned on the Turnover during the Indemnity Period.

$$\frac{\text{Annual Turnover}}{\text{Standard Turnover}}$$

The Turnover, which, had, the Delay not occurred, would have been earned during the 12 months after the Scheduled Date of Commencement of the Business.

Standard Turnover

The Turnover which, had the Delay not occurred, would have been earned during the Indemnity Period.

} based upon the estimated production programme of the business, and costs and prices relating thereto, to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Delay or which would have affected the Business had the Delay not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Delay would have been obtained during the relative period after the Delay.

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EXCEPTIONS

The Company shall not be liable in respect of:

1. any delay in the construction work directly due to:

   a) loss or damage covered under the Contract Works policy by endorsement, unless it is specifically agreed in writing by the Company that such loss or damage shall be deemed to be Damage for the purposes of this policy.
   b) loss of or damage to any property other than the Contract Works, whether such property is covered under the Contract Works policy or not.
   c) earthquake, volcanic eruption or tsunami.
   d) loss of or damage to construction work of a prototype nature, unless specifically agreed by the Company in writing.
   e) loss of or damage to construction plant, machinery or equipment.
   f) any loss arising from abandonment from any cause whatsoever of any development, project or contract work undertaken or contracted for by the Insured.

2. any delay directly or indirectly attributable to:

   a) shortage, destruction, deterioration of or damage to any materials or operating media necessary for conducting the Business.
   b) any restrictions on reconstruction or operation imposed by a public authority.
   c) alterations, additions, improvements, rectification of defects or faults or elimination of any deficiencies carried out during the repair or replacement of destroyed or damaged items.
   d) non-availability of funds for the repair or replacement of destroyed or damaged items.
   e) repair of any items which do not form part of the Contract Works referred to in the Schedule hereto, even if such repair is in consequence of loss of or damage to an item which forms part of the Contract Works referred to in the Schedule hereto.

3. any loss due to penalties or fines, lack of performance, loss of contract, breach of contract, late completion or non-completion of orders.

4. any loss resulting from Damage occasioned by or happening through or in consequence, directly or indirectly, of any of the following occurrences, namely:-

   a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
   b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
   c) confiscation, nationalization, commandeering, requisition or destruction by or under the order of any government de jure or de facto or by any public or local authority.
   d) the acts of any person or persons acting on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence.

   In any action suit or other proceeding where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this policy, the burden of proving that it is covered shall be upon the Insured.

5. any loss, damage or delay directly or indirectly caused by, arising from, or contributed to or aggravated by:

   a) ionizing radiations or radioactive contamination from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel.
   b) the radioactive, toxic, explosive or otherwise hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
   c) any weapon of war employing atomic or nuclear fission or fusion or any other similar reaction or radioactive force or matter.

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In any action suit or other proceeding where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this policy, the burden of proving that it is covered shall be upon the Insured.

CONDITIONS

1. This policy shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.

2. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent Damage or Delay and shall comply with all statutory requirements and manufacturers' recommendations.

3. a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the Contract Works and the Insured shall provide such representatives of the Company with all details and information necessary for the assessment of the risk of delay in completion thereof.

   b) The Insured shall immediately notify the Company by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require and the scope of cover and/or the premium shall if necessary be adjusted accordingly.

4. On the happening of any Damage in consequence of which a claim is or may be made under this policy, the Insured shall:

   (a) forthwith give notice thereof to the Company.

   (b) as soon as possible thereafter advise and submit to the Company any modifications to the original schedule of progress in the execution of the Contract Works where such modifications may cause a postponement of the Scheduled Date of Commencement of the Business.

   (c) with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the Business or to avoid or diminish the loss.

   (d) not later than 30 days after the expiry of the Indemnity Period, or within such further time as the Company may in writing allow, at his own expense deliver to the Company in writing a statement setting forth particulars of his claim together with details of all other insurances (if any) covering the Damage or any part of it or consequential loss of any kind resulting therefrom.

   (e) at his own expense produce or procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by or on behalf of the Company for the purposes of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

   No claim under this policy shall be payable unless the terms of this condition have been complied with, and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

5. The Company and every person authorised by the Company shall, without prejudice to any party insured by this policy, have access to the Contract Site where the loss or damage occurred for the purpose of direct negotiation with the contractor or sub-contractor responsible in order to establish the possible cause and extent of the loss and damage, their effect on the Contract

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Works, to examine the possibilities for minimising any delay to the Scheduled Date of Commencement of the Business, and, if necessary, to make any reasonable recommendations for the avoidance or mimimisation of such delay.

6. The indemnity shall be payable one month after final determination of the amount thereof. The Insured may, notwithstanding, one month after the Company has been duly notified of and has acknowledged its liability for the loss, claim as advance payments the minimum amounts payable under the prevailing circumstances. The Company shall in any case be entitled to postpone any indemnity payment until the necessary proof is furnished of the Insured's right to receive it. Furthermore, if, as a result of any Damage or Delay, police or criminal investigations have been initiated against the Insured, the Company shall be entitled to postpone payment until the completion of such investigations.

7. In no case whatsoever shall the Company be liable in respect of any claim under this policy after the expiration of:

   (a) one year from the end of the Indemnity Period, or, if later
   (b) three months from the date on which payment shall have been made or liability admitted by the insurers under the Contract Works policy covering the Damage giving rise to the claim,

   unless the claim is the subject of pending action or arbitration or of a pending reference with the ombudsman.

8. This policy, the Schedule and the Specification annexed hereto, (each of which forms an integral part of this policy), shall be read together as one contract, and words and expressions to which specific meanings have been attached in any part of this policy shall bear such specific meanings wherever they may appear.

9. Any extension of the Construction Period, the Erection Period or the Period of Insurance under the Contract Works policy shall not automatically lead to an extension of the Period of Insurance stated in the Schedule to this policy.

   Any extension required to the Period of Insurance under this policy shall be requested in writing as soon as possible by the Insured, who shall state the circumstances leading to the need for such extension, and such extension shall only have effect under this policy if expressly agreed by the Company in writing.

10. Any alteration to the Scheduled Date of Commencement of the Business shall be reported to the Company by the Insured as soon as possible, and shall only have effect under this policy if expressly agreed by the Company in writing.

11. If at the time of occurrence of any Damage there shall be in force any other insurance covering the loss of Gross Profit resulting therefrom, or covering any other item insured by this policy in respect of which a claim may arise from such Damage, the Company shall not be liable to pay or contribute more than its rateable proportion of any claim arising from such Damage.

12. The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

13. The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of enforcing any rights or remedies or of obtaining relief or indemnity from parties to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss 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.

14. Every notice and other communication to the Company required by these conditions must be written or printed.

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Cancellation:

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

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.

ARBITRATION

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Clause J. Grievances

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

1. Our Grievance Redressal Officer

In 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.

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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 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.

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.

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Annexure I

INSURANCE OMBUDSMAN OFFICE LIST

The contact details of **Insurance Ombudsman Office** details are as below:

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
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

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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

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COUNCIL FOR INSURANCE OMBUDSMEN

Contact Details:
Address:
COUNCIL OF INSURANCE OMBUDSMEN,
3rd Floor, Jeevan Seva Annexe,
S. V. Road, Santacruz (W),
Mumbai - 400 054.

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 Royal Sundaram General Insurance Co. Limited, Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097.

Royal Sundaram General Insurance Co. Limited

(Formerly known as Royal Sundaram Alliance Insurance Company Limited)

IRDAI Registration No.102. | CIN: U67200TN2000PLC045