



**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

**OFFICE SHIELD POLICY**

**UIN: IRDAN102CP0016V01201819**

**Policy Wordings**

Thank you for choosing Royal Sundaram to provide protection for your Business.

We are always looking for ways to develop products to suit our customer's needs. This policy is a packaged protection plan for your Office.

Subject to acceptance of Your proposal by Us, and Your payment of premium in advance, we shall provide the insurance described in this Policy.

Below are listed the Sections of this Policy. Your Policy Schedule will indicate which Sections You are insured against and when read in conjunction with this Policy will provide You with precise details of Your insurance protection.

- ✓ Property All Risks
- ✓ Business Interruption (Fire)
- ✓ Office Equipment
- ✓ Electronic Equipment
- ✓ Reinstatement of Data
- ✓ Portable Computer/Cell Phones
- ✓ Money Insurance
- ✓ Dishonesty of employees
- ✓ Personal Accident
- ✓ Accompanied Baggage
- ✓ Liability

The following documents form the basis of and part of this Policy:

- ✓ the proposal, declaration and any other information you have given us
- ✓ the Policy Schedule and any amended Schedule. Specification or any Annexure to the Policy Schedule
- ✓ the most recent renewal confirmation
- ✓ any endorsement amending any of the above

Please read this Policy carefully which sets out the benefits and limitations of the insurance. Should you have any questions about this product or the policy cover, please contact our Office.

Your Needs, Our Concerns.

For and on behalf of Royal Sundaram Alliance Insurance Company Limited

Authorized Signatory .



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**GENERAL DEFINITIONS  
(Applicable to all Sections)**

Schedule	The Policy Schedule, any amended Schedule, the most recent renewal confirmation or any endorsement amending any of these.
You/You're	The Person(s) or the Organization {s) named as the Insured in the Schedule
We/Our/Us	Royal Sundaram Alliance Insurance Company Limited
Accident	a sudden, unforeseen and fortuitous event
Damage	accidental, physical loss, destruction or damage to tangible property due to Accident
Property	Buildings, contents at the premises specified in the schedule.
Contents	machinery, electrical/electronic equipment (other than portable), furniture, fixture, fittings, tenant's improvements, fixed plain glass, sanitary fitting. neon signs, glow signs and all other contents specified in the Schedule
Premises	the location specified in the Schedule
Burglary	theft following upon an actual forcible and violent entry to and/or exit from the Premises
Event	shall mean one occurrence or number of occurrences arising directly or indirectly from one source or original source.



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**SECTION I  
PROPERTY ALL RISKS**

**THE COVER**

In the event of Damage to Your Property insured in the Premises due to Accident occurring in the Premises other than by an excluded cause at any time during the Period of Insurance shown in the Schedule, we shall pay to You the value of the Property at the time of the happening of the Damage or at Our option reinstate repair or replace such Property or any part thereof.

**LIMIT OF LIABILITY**

Our liability under this Section shall not exceed the Limit of Liability in respect of each item as stated in the Schedule or the Limit of Liability in whole by this Policy for any one Period of Insurance.

**DEDUCTIBLES**

This Policy does not cover the amounts of the deductibles stated hereunder in respect of each and every loss as ascertained after the application of all other terms and Conditions of the Policy including any Condition of Under Insurance.

(a) The first 5% of the claim amount subject to a minimum of Rs. 10,000/- in respect of each and every claim arising out of lightning, storm, tempest, flood, inundation, subsidence, landslide or rockslide, earthquake, volcanic eruptions or other convulsion of nature.

(b) The first Rs. 10,000/- for each and every claim arising out of any other cause (other those stated in (a) above).

**EXCLUSIONS APPLICABLE TO SECTION 1**

**A. EXCLUDED CAUSES**

This Policy does not cover:

1. Damage to the Property insured caused by:

(a) (i) faulty or defective design, materials or workmanship, inherent vice, latent defect, gradual deterioration, deformation or distortion or wear and tear or the cost of normal upkeep and normal making good



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(ii) interruption of the water supply. gas electricity, fuel systems or failure of the eluent disposal systems to and from the Premises

unless Damage by a cause not excluded in this Policy ensues and then We shall be liable only for such ensuing Damage.

(b) (I) collapse or cracking of buildings

(ii) corrosion. rust. extremes or changes in temperature. dampness. dryness. wet or dry rot, fungus. shrinkage. evaporation, loss of weight, pollution, contamination, change in color, flavor, texture or finish due to action of tight, vermin, insects, marring or scratching

unless caused directly by Damage to the Property insured or to Premises containing such Property by a cause not excluded this Policy

(c) (I) theft except from a building and then only if there is violent or forcible entry to or exit from such building

(ii) acts of fraud. dishonesty, trick device or other false pretense

(iii) unexplained disappearance or inventory shortage, misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error.

(d) (I) cracking, fracturing, collapse or overheating of boilers, economizers vessels, tubes or pipes, nipple leakage or the failure of welds of boilers

(ii) mechanical electrical or electronic derangement or Breakdown. The word "Breakdown" shall mean the actual failure. breaking, distortion or burning out of any plant or machinery or electrical or electronic equipment 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 in the item

(ii) failure or fluctuation of electricity supply

(iii) bursting, overflowing discharging or leaking of water tanks. apparatus or pipes when the premises are empty or disused



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**Unless**

(I) Damage by a cause not excluded in the Policy ensues and then We shall be liable only for such ensuing Damage

(II) such loss is caused directly by Damage to the Property insured or to Premises containing such Property by a cause not excluded in the Policy

- (e) (I) wind, rain, hail, frost, snow, nod, storm, tempest, inundation, sand or dust to movable Property in the open or in open sided buildings or to fences and gates
- (ii) the freezing solidification or inadvertent escape of molten material.
- (iii) forest fire
- (iv) or due to impact by rail/road vehicle or animal belonging to or owned by You or any occupier of the Premises or any of Your employees
- (v) deterioration of Property due to failure or inadequate operation of an air conditioning cooling or heating system
- (vi) spoilage resulting from the retardation, interruption or cessation of any process or operation.

**2. Damage caused by or arising from: ·**

cessation of work, delay or Loss of market or any other consequential or indirect loss of any kind or description whatsoever

**B. EXCLUDED PROPERTY**

1. The following will in no case be deemed to be insured Property for the purpose of this

Section of the Policy:

(a) money, cheques, stamps, bonds, credit cards, securities of any description, jewellery, precious metals, bullions, furs, drawings, unset precious stones, curios or work of art or rare books

(b) glass (other than plain fixed glass for which however scratching is excluded}, lenses, china earthenware, marble, embossed, engraved, ornamental or other fragile or brittle objects

(c) documents, manuscripts, plans, designs. business books or computer systems records for the value of the information contained therein

(d) goods held in trust or on commission, patterns, models, moulds, explosives unless specifically mentioned as insured by this Policy



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2. The following will in no case be deemed to be insured Property for the purpose of this Section of the Policy:

(a) Constructional plant and equipment and any vehicle licensed for road use (including accessories thereon) caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft, spacecraft or the like and or property contained therein

- (b) (I) Property in transit other than within the Premises specified in the Schedule
- (ii) Property which at the time of the happening of such Damage is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

(c) Property or structures in course of demolition construction alteration erection testing and materials or supplies in connection therewith or Property which you have not yet taken over from contractors by signed certificate of acceptance/completion

(d) Land (including top soil back fill drainage or culverts), driveways, pavements, roads, runways, railway lines, dams, reservoirs, canals, rigs, wells, pipelines, tunnels, bridges, docks, piers, jetties, excavations, wharves, mining, property underground off shore property

(e) Livestock, growing plants crops or trees .

(f) Property damaged as a result of

(I) its undergoing any process (including manufacturing process)

(ii) its own fermentation natural heating or spontaneous combustion

(g) Plant machinery or equipment during installation removal or resoling (including dismantling re erection stripping down and assembly) if directly attributable to such operations

(h) Property undergoing alteration, repair, testing, installation or servicing including materials and supplies thereof if directly attributable to the operations or work being performed thereon unless Damage by a cause not otherwise excluded ensues and then We will be liable only for such ensuing loss



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(I) Property for which the manufacturer or supplier or repairer of the Property is responsible either by law or contract or maintenance agreement

(ii) Property more specifically insured

3. Damage to boilers, economizers, turbines or other vessels machinery or apparatus in which pressure is used or their contents resulting from their explosion implosion centrifugal forces or rupture

4. Damage to Property if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

**EXTENDED COVERAGE**

Subject otherwise to the terms, conditions, exclusions and limitations, this Policy covers:

1. Damage directly caused by subsidence of part of the site on which the Property stands or Landslide or rock slide excluding.

a. the normal cracking settlement or bedding down of new structures

b. the settlement or movement of made up ground

c. coastal or river erosion

d. defective design or workmanship or use of defective materials

e. demolition construction structural alterations or repair of any property or groundwork or excavations.

2. Expenses necessarily incurred by You on (I) Architects, surveyors and consulting engineer's fees and (ii) Debris removal following Damage to the Property by any cause other than those excluded up to 3% and 1% of the admitted claim amount respectively.

**SPECIAL CONDITIONS APPLICABLE TO SECTION 1:**

**1. REPAIR AND REPLACEMENT**

We may at Our option, repair or replace the Property damaged or destroyed. or any part thereof, instead of paying the amount of the Damage, or may join with any other Company or Companies in so doing, but We shall not be bound to repair exactly or completely, but only as circumstances permit and in reasonably



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sufficient manner, and in no case shall We be bound to expend more in repair than it would have cost to replace such Property as it was at the time of the occurrence of such Damage, or more than the Limit of Liability thereon.

If We elect to repair or replace any Property You shall at Your own expense, furnish Us with such plans, specifications, measurements, quantities and such other particulars as We may require, and no acts done, or caused to be done by Us with a view to repair or replacement shall be deemed an election by Us to repair or replace.

If in any case We are unable to repair or replace 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, we shall, in every such case, only be liable to pay such sum as would be required to repair or replace such Property if the same could lawfully be repaired to its former condition.

**2. REASONABLE PRECAUTIONS & STATUTORY NORMS**

You shall maintain the Property in a proper state of repair and take all reasonable precautions to prevent Damage thereto. You shall comply with all statutory or other regulations and will employ only competent employees. You shall observe all manufacturer's instruction concerning

(I) the inspection of machinery, equipment and apparatus

(ii) the safety of persons or property

**3. DESIGNATION OF PROPERTY CLAUSE**

For the purpose of determining, where necessary, the item under which the Property is insured. We agree to accept the designation under which the Property has been entered in Your books.

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**SECTION II**

**BUSINESS INTERRUPTION (Fire**

This Section is only operative if shown as such in the Schedule

**SPECIAL DEFINITIONS**

- Indemnity Period** The period beginning with the occurrence of the Damage and ending not later than number of months specified in the Schedule thereafter during which the result of the business is affected in consequence of the Damage.
- Gross Revenue** The money paid or payable to the Insured for goods sold and delivered and For services rendered in course of the business at the Premises.
- Fire & allied perils** Fire, lightning, explosion/implosion, aircraft damage, riot. Strike, malicious damage, storm, cyclone, typhoon, tempest, hurricane, tornado, flood, inundation, impact damage, subsidence, landslide, rockslide, bursting and/or overflowing of water tanks, apparatus and pipes, missile testing operations, leakage from automatic sprinkler installations, bush fire, earthquake.

Standard Gross Revenue: The Gross Revenue during that period in the twelve months immediately before the date of the damage, which corresponds, with the Indemnity period.	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 Damage or which would have affected the business had the Damage nor occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable results which but for the Damage would have been the obtained during the relative period after the Damage.
Annual Gross Revenue: The Gross Revenue during the twelve months immediately before the date of the Damage.	



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**THE COVER**

If Your Business is interrupted because of Damage at the Premises by Fire & allied perils for which a valid claim is payable under Section I of this Policy, we will pay for the loss resulting from the interruption in respect of the following items in accordance with the Basis of Settlement and the limit of Liability.

(a) Loss of Gross Revenue

(b) Increase in cost of working

**LIMIT OF LIABILITY**

The maximum liability under this Section shall not exceed the Limit of Liability in respect of each item as stated in the

Schedule for any one Period of Insurance.

**BASIS OF SETTLEMENT**

The amount payable as indemnity shall be

(a) In respect of loss of Gross Revenue: the amount by which the Gross Revenue during the Indemnity Period shall, in consequence of the damage, fall short of the Standard Gross Revenue.

(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 loss in Gross Revenue which but for the expenditure would have taken place during the Indemnity Period in consequence, but not exceeding the amount of the reduction in Gross Revenue thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the working expenses and standing charges of the Business as may cease or be reduced in consequence of the Damage.

Provided that if the Limit of liability by this item be less than the Annual Gross Revenue, the amount payable shall be proportionately reduced.

**SPECIAL CONDITIONS APPLICABLE TO SECTION II**

1. 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 You or by others on Your behalf the money paid or



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payable in respect of such sales or services shall be brought into account in arriving at the Gross Revenue during the Indemnity Period.

2. If You declare, at the latest nine months after the expiry of any Period of Insurance, that the Gross Revenue earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 months most nearly concurrent with any Period of Insurance, as certified by Your Auditors, was less than the Limit of Liability thereon, a prorata return of premium not exceeding 50% of the premium paid on such Insured for such Period of Insurance shall be made in respect of the difference. Where, however, the declaration is not received by Us within twelve months after the expiry of the period of Insurance, no refund shall be admissible. If any damage has occurred giving rise to a claim under this Section of the Policy such return shall be made in respect only of such proportion of said difference, as is not due to such damage.

3. The insurance by this Policy shall cease if (a) the business be wound up or carried on by a Liquidator or Receiver or Permanently discontinued or (b) Your interest ceases otherwise than by death or (c) any alteration be made either in the Business or in the Premises or Property therein whereby the risk of Damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or behalf of Us.

**Note:** The word "Gross Revenue", wherever it occurs may be altered to Revenue, Gross Income, Commission, Gross fees, Royalties or similar term to suit the nature of the income of Your Business.



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**SECTION III**

**BREAKDOWN**

This Section is only operative if shown as such in the Schedule.

SPECIAL DEFINITIONS (Applicable for Section IIa & IIIB)

**Breakdown:** The actual failure, breaking, distortion or burning out of any plant or machinery or electrical or electronic

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 in the item

(ii) failure or nictation of electricity supply.

**Section III (A) OFFICE EQUIPMENT**

**THE COVER**

In the event of Breakdown of office equipment or electrical appliances insured under this Section of the Policy due to Accident at the Premises We shall, at Our option, pay for the Damage. or reinstate, replace or repair the lost or damaged property.

**LIMIT OF LIABILITY**

Our maximum liability under this Section shall not exceed the Limit of liability in respect of each item as stated in the Schedule nor the limit of liability in whole by this Section, for any one Period of Insurance

**BASIS OF SETTLEMENT**

**Partial Joss**

In any case where Damage to equipment or electrical appliances insured can be repaired, we will pay the expenses incurred to restore the damaged property to its former state of serviceability plus the cost of dismantling, of transportation from the Premises to the repairer and back within the same municipal limits and of re erection incurred for the purpose of effecting the repairs as well as duties to the extent such expenses have been included in the limit of liability by this Section III A.



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No deduction shall be made towards depreciation in respect of parts replaced except for (I) wear and tear to parts and (ii) parts for which manufacturers have specified a fixed life for use and the like, but the value of salvage will be taken into account.

If the repairs are executed at a workshop owned by You, we shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

**Total loss**

If the cost of repairs equals or exceeds the actual value of the property insured, we will pay the actual value of the item before the occurrence of the Damage including ordinary freight, erection and duties if any, provided such expenses have been included in the limit of Liability. Such value will be calculated by deducting proper depreciation from the replacement value of the item.

**EXCLUSIONS APPLICABLE TO SECTION IIIA**

This Section does not cover

- 1) the first Rs.250/- or 1% of the Limit of Liability, whichever is the greater, for each and every claim
- 2) gradually developing news, 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.
- 3) deterioration of or wearing away or wearing out of any machine caused by or naturally resulting from normal use or exposure.
- 4) Damage to portable equipment
- 5) Damage for which the manufacturer, supplier, repairer or maintenance contractor of the property is responsible either by Jaw or contract.
- 6) consequential loss of any kind or description whatsoever.
- 7) Damage and or liability resulting from overload experiments or test requiring the imposition of abnormal conditions.
- 8) 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, dowertherm) felts, endless conveyor belts or wires, sieves, fabrics, heat resisting and anti - corrosive lining and parts of similar nature, packing material. parts not made of metal (except insulating materials) and non-metallic lining or coating of metal parts.



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9) Damage due to explosions in Chemical Recovery boilers other than pressure explosions for e.g. smelt, chemical, ignition, Explosions etc.

10) Damage due to faults or defects existing at the time of commencement of this insurance and known to You or Your responsible representative but not disclosed to Us.

#### **SPECIAL CONDITIONS Applicable TO SECTION IIIA:**

(i) Any extra charges incurred for overtime, night work, work on public holidays, express freight are covered by this insurance only if especially agreed to by Us in writing.

(ii) In the event of maker's drawings, patterns and core boxes necessary for the execution of a repair not being available, we shall not be liable for cost of making any such drawing patterns or core boxes.

(iii) The cost of alterations, improvements or overhauls shall not be recoverable under this Policy.

(iv) The cost of provisional repairs will be borne by Us if such repairs constitute part of the final repairs and do not increase the total repair expenses.

(v) We will make payments only after being satisfied, with the necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. We may not, however, insist for bills and documents in the case of total loss where You are unable to replace the damaged equipment for reasons beyond Your control. In such cases claims can be settled on the basis as set out above under Total Loss.

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

(vii) Our Officials shall at all reasonable times have the right to inspect and examine any property insured hereunder and You shall provide Our Officials with all details and information necessary for the assessment of the risk. We shall provide You with a copy of the inspecting Official's report which shall however be treated as strictly confidential both by You and Us.



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**(viii) INSPECTION OF TURBINES AND TURBO GENERATORS**

All mechanical and electrical parts of any steam turbine, gas turbine, water turbine or generator shall be inspected and overhauled thoroughly under the supervision of Maker's representatives or any competent agency in the field in a completely opened up state as per manufacturer's recommendations but in no case later than completion of 32,000 hours of operation or four years whichever is earlier. The cost of inspection and overhauling shall be borne by You and a copy of the report issued by the Maker's representative or competent agency on such inspection and overhauling shall be furnished to Us immediately after the work has been carried out.

You shall arrange for these regular inspections in such a way as to enable Our representative to be present at the inspection at their own expenses. We shall be notified at least seven days in advance of the commencement of any overhauling necessary according to expert opinion.

If You Fail to comply with the requirements of this condition, we shall be free from all liability for Damage caused by any circumstances, whatsoever.

You may apply for an extension of the period between any two regular inspections, and such extension may be considered if in Our opinion the risk is not aggravated thereby.

**Section III (B) ELECTRONIC EQUIPMENT**

This Section is only operative if shown as such in the Schedule.

**THE COVER**

In the event of Damage to Your electronic equipment specified in Section 1118 of the Schedule occurring at the Premises during the Period of Insurance and caused by Accident from any cause other than those specifically excluded, we shall, at Our option, pay for the Damage, or reinstate, replace or repair the lost or damaged property.

**LIMIT OF LIABILITY**

Our maximum liability under this Section shall not exceed the Limit of Liability in respect of each item as stated in the Schedule nor the Limit of Liability in whole, by this Section, for any one Period of Insurance.

**BASIS OF SETTLEMENT**

As applicable under Section III A.





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**EXCLUSIONS APPLICABLE TO SECTION IIIB**

This Section does not cover

1. the first Rs.1000/- or 5% of the claim amount, whichever is the greater, for each and every claim in respect of items with an individual value up to Rs 1 lakh.
2. the first Rs.2500/- or 5% of the claim amount, whichever is the greater, for each and every claim in respect of items with an individual value in excess of Rs 1 lakh.
3. Damage due to or consequent upon gradual deterioration due to, atmospheric or climatic conditions or otherwise, rust, corrosion moth, vermin or insects.
4. Damage to rented or hired equipment for which the owner is responsible either by law or under a lease or maintenance agreement.
5. consequential loss of any kind.
6. Damage directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
7. Damage due to deterioration of or wearing out of any machine caused by or naturally resulting from normal use or exposure.
8. aesthetic defects, such as scratches on painted polished or enameled surfaces.
9. Damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics or any operating media (e.g. lubricating oil, fuel, chemicals)
10. any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations.
11. Damage caused by any process of cleaning, repairing or renovation.
12. Damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of You or Your representatives. whether such faults or defects were known to Us or not.

**WARRANTY APPLICABLE TO SECTION III B**

It is warranted that the Maintenance Agreement in force at the inception of this Policy is maintained during the currency of this Policy and no variation in the terms of the Agreement shall be made without Our written consent.

For the purpose of this warranty the word 'Maintenance' shall mean the following

- a. preventive maintenance



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b. safety checks

c. rectification of damage or faults arising from normal operation as well as from ageing.

**SPECIAL CONDITIONS APPLICABLE TO SECTION IIIB**

As applicable under Section III A and

In cases where the insured item is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged insured item with a follow up model of similar type and/or configuration and of similar quality

i.e. low, average or high capacity will be reimbursed.

**SECTION III (C) REINSTATEMENT OF DATA**

This Section is only operative if shown as such in the Schedule.

**THE COVER**

In the event of loss of or Damage to data contained in or on any data carrying materials kept in the Premises caused by Accident, we will pay the cost of reinstating such data on data carrying materials provided there should be indemnifiable Damage to the electronic equipment bringing about destruction of or Damage to the data carrying materials at the Premises resulting in Joss of data.

**LIMIT OF LIABILITY**

Our maximum liability under this Section shall not exceed the Limit of Liability in respect of each item as stated in the Schedule nor the Limit of liability in whole by this Section, for any one Period of Insurance.

**BASIS OF SETTLEMENT**

We will pay the expenses reasonably and necessarily incurred within a period of 12 months from date of occurrence strictly for the purpose of restoring the external data and/or programmes to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

**EXCLUSIONS APPLICABLE TO SECTION III C**

This Section does not cover



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1. the first Rs. 1,000/- or 5% of the claim amount, whichever is the greater, for each and every claim in respect of items with an individual value up to Rs.1 lakh.
2. the first Rs.2500/- or 5% of the claim amount, whichever is the greater, for each and every claim in respect of items with an individual value in excess of Rs.1 lakh.
3. consequential loss of any kind.
4. data carrying materials not stored in accordance with or stored for a larger period than stated in the maker's instruction.
5. erasure, destruction or corruption resulting from an unidentifiable occurrence.
6. any cost arising from false programming, punching, labelling or inserting, inadvertent canceling of information or discarding of data and from, loss of information caused by magnetic fields.
7. loss discovered more than six calendar months after its occurrence.
8. the intrinsic value of any data or programmes.



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**SECTION IV**

**PORTABLE EQUIPMENT**

This Section is only operative if shown as such in the Schedule.

**SPECIAL DEFINITIONS**

Item Any portable equipment such as portable computers or cell phone specified in the Schedule.

**THE COVER**

In the event of Damage to any Item insured under this Section of the Policy due to an Accident other than by a cause excluded hereunder, we shall, at Our option, pay for the Damage, or reinstate, replace or repair the lost or damaged Item.

**LIMIT OF LIABILITY**

Our maximum liability under this Section shall not exceed the Limit of liability in respect of each item as stated in the Schedule nor the Limit of liability in whole by this Section, for any one Period of Insurance.

**BASIS OF SETTLEMENT**

The amount payable under this Section will be the cost of replacing or repairing the lost or damaged Item to a condition equal to its condition when new. If the lost or damaged Item is not reinstated, the loss will be settled after making allowance for depreciation and wear and tear.

**EXCLUSIONS APPLICABLE TO SECTION IV**

This Section does not cover

1. the first Rs.1500/- for portable computers, Rs.500/ for Cell phones or 10% of the claim amount, whichever is the greater, for each and every claim.
2. any loss arising due to misuse of a discard following theft or loss of cell phones.
3. theft from any car except a car of the fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.



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4. Damage as a direct consequence of the continual influence Damage due to or consequent upon deterioration due to atmosphere or climatic conditions or otherwise, rust, corrosion, moth, vermin or insects.
5. loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease or maintenance agreement.
6. Damage due to deterioration of or wearing out of any machine caused by or naturally resulting from normal use of exposure.
7. Damage directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
8. consequential loss of any kind or description.
9. Damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of You or Your representatives. whether such faults or defects were known to Us or not.
10. aesthetic defects, such as scratches on painted polished or enameled surfaces.
11. Damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals).
12. any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
13. Damage caused by any process of cleaning, restoring, repairing or renovation.
14. any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss or damage to the insured items.
15. Damage caused by mechanical or electrical derangement or breakdown of any article unless caused by accidental external means.



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**SECTION V**

**MONEY INSURANCE**

This Section is only operative if shown as such in the Schedule.

**SPECIAL DEFINITIONS**

Money      Cash, current coin, bank and currency notes, cheques, traveler's' cheques postal orders, money orders, and current postage stamps held in connection with Your Business

**THE COVER**

In the event of loss of

(I) Money in transit due to robbery, theft or any other fortuitous cause.

(ii) Money kept in the Premises including Damage to any safe due to burglary, housebreaking, robbery or hold up, we will pay the amount of such loss subject to limit of liability specified in the Schedule of this Policy.

**LIMIT OF LIABILITY**

Our maximum liability under this Section shall not exceed Limit of Liability stated in the Schedule in respect of Any One Event nor the Limit of Liability in whole by this Section, for any one Period of Insurance.

**EXCLUSIONS APPLICABLE TO SECTION V**

This Section does not cover

1. loss of Money:

- (a) arising from fraud or dishonesty of Your employees, not discovered within 48 hours of the occurrence
- (b) from any unattended vehicle or carried under contract of affreightment
- (c) entrusted to any person other than You, Your partners, directors or authorized employees
- (d) in transit by post/courier service



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- (e) from a safe or strongroom opened by the use of key or combination code left in the Premises unless such key has been obtained by assault or violence or threat thereof
- (f) not notified to Us within 3 days of its occurrence
- (g) due to use of counterfeit Money

2. shortage due to error or omission.

3. loss occasioned by riot, strike and terrorist activity.

4. loss occurring on the premises, after business hours, unless the money is in a locked safe/cup board or strong room.

5. loss occurring outside the Geographical Limits stated in the Schedule.

**SPECIAL CONDITIONS APPLICABLE TO SECTION V**

**1. MAINTENANCE OF BOOKS AND KEYS**

You shall keep a daily record of the amount of cash contained in the safe or strong room and such record shall be deposited in a secure place other than the said safe or strong room, and produced as documentary evidence in support of a claim under this Section of this Policy. The keys of the safe or strong room shall not be left on the Premises out of business hours unless the Premises are occupied by You or Your authorized employee in which case such keys if left on the Premises shall be deposited in a secure place not in the vicinity of the safe or strong room.

**2. ADJUSTMENT OF PREMIUM**

The premium in so far as it relates to Money in transit is to be regulated by the amount of such Money in transit during each Period of Insurance and for this purpose a proper record shall be kept in Your books which You shall at all reasonable times allow Us to inspect. Within one month from the expiry of each Period of Insurance You shall furnish Us with an account of the amount of all such money in transit during the period and if the accounted amount shall differ from the estimated amount on which premium has been paid, the difference in premium shall be met by a further proportionate payment to Us or by a refund to You as the case may be but in no case shall the refund be more than fifty percent (50%) of the premium stated in the Schedule as applicable to this Section and retention of premium shall not be less than the minimum of Rs. 250/-



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#### EXTENDED COVERAGE

##### Personal Assault

This Section of this Policy is extended to cover bodily injury sustained by You, your directors, partners or Your employees, as a direct result of robbery or attempted robbery in the course of Your business/profession, resulting in death or permanent total disablement to the person/s, we shall pay a sum of Rs.1,00,000/- for all Events arising during the Period of Insurance.

Provided however that,

- a. cover shall apply for those between the age group of 18 yrs. and 65 yrs.
- b. upon the happening of any event which may give rise to a claim under this Policy, written notice with all particulars must be given to Us immediately. In case of death, written notice must be given before internment, cremation unless reasonable cause is shown, and in any case, within one calendar month after the death.
- c. Satisfactory proof should be produced to Us of all matters upon which a claim is based. Any medical or other agent of Us shall be allowed to examine the insured person on the occasion of Assault when and so often as the same may be reasonably be required on Our behalf. You should arrange for a post mortem examination of the body of the insured person and shall furnish the report to Us.





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**SECTION VI**

**DISHONESTY OF EMPLOYEES**

This Section is only operative if shown as such in the Schedule.

**SPECIAL DEFINITIONS**

Employee

The term. Employee" wherever appearing in this Policy means any person (other than a person whose employment is of a casual nature or who is employed otherwise than for the purposes of the Your business) who has entered into a contract of employment with You whether such contract of employment is express or implied, oral or in writing.

**THE COVER**

We will indemnify You against direct pecuniary loss caused by act of fraud or dishonesty committed on the Premises by any Employee during the Period of Insurance and during the period of uninterrupted service of such Employee, and discovered during the continuance of this Policy or within twelve calendar months of the expiry thereof and, in the case of death, dismissal, resignation or retirement of the Employee, within twelve calendar months of such death, dismissal, resignation or retirement whichever of these events shall first happen.

**LIMIT OF LIABILITY**

Our maximum liability under this Section shall not exceed

(a) in respect of any Employee the Limit of Liability stated against his name or against the relevant category of Employee in the Schedule

(b) in respect of all claims under this Section the limit of Liability for any one Period of Insurance.

**SPECIAL CONDITIONS APPLICABLE TO SECTION VI**

1. If this Section of this Policy shall be continued in force for more than one Period of Insurance or if any liability shall exist on Our part under this Policy and also under any other policy in respect of fraud or dishonesty on the part of the Employee, our liability hereunder shall not be accumulated or increased thereby but Our aggregate liability arising from any number of acts of fraud or dishonesty committed by



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such Employee shall not exceed the Limit of Liability hereunder or Our Limit of Liability under any other such policy as aforesaid, whichever is the greater.

2. We will not be liable if You shall continue to entrust the Employee with Money after having knowledge of any material fact bearing on the honesty of the Employee.

3. Unless We be advised and Our written approval obtained, We shall not be liable hereunder in the event of any change in the nature of Your Business or in the duties and conditions of service of any Employee, nor if the remuneration of the Employee be reduced or its basis altered, nor, if the precautions stated by You with regard to accounting be not duly followed or if you shall continue to entrust the Employee with money or goods after having knowledge of any material fact bearing on the honesty of the Employee.

4. Any money of the Employee in Your hands, and any money which but for the Employee's dishonesty would have been due from You to the Employee shall be deducted from the amount otherwise payable under this Policy. Any money recovered after the settlement of any claim shall become Our property, not exceeding, however, the amount paid as indemnity by us.

5. You shall if and when required by Us, but at our expense, use all diligence in prosecuting any Employee for conviction for any act which such Employee shall have committed and in consequence of which a claim may be made under this Section. You shall at the Our expense give all information and assistance to enable Us to sue for and obtain reimbursement from any such Employee by reason of whose acts or defaults a claim has been made, or against the estate of such Employee, for Money which We shall have become liable to pay in respect thereof.

6. If any part of the premium or renewal is based on estimates furnished by You, then You shall keep an accurate record containing all relevant particulars and shall allow Us to inspect such record. You shall within one month after the expiry of each Period of Insurance, furnish such information as We may require. The premium or renewal premium shall thereupon be adjusted and the difference paid by or allowed to You.

7. Any of the circumstances in relation to these special conditions coming to the knowledge of our official shall not be the notice to or be held to or prejudicially effect the company notwithstanding subsequent acceptance of any premium.

**SPECIAL EXCLUSION**

We shall not be liable in respect of losses arising elsewhere than in India.



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**SECTION VII**

**PERSONNEL**

**SECTION VII-A PERSONAL ACCIDENT**

This Section is only operative if shown as such in the Schedule

**SPECIAL DEFINITIONS**

Insured Person	Persons in the age group of 18 yrs. to 70 yrs. covered under this Section and mentioned in the Schedule.
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Physical separation	of "hand" means separation of hand at or above the wrist of "root" means separation of foot at or above the ankle
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**THE COVER**

If any Insured Person sustains any bodily injury during Period of Insurance, solely and directly due to accident caused by external, violent and visible means resulting in death, permanent total disablement, permanent partial disablement or temporary total disablement, we will pay the amount applicable as stated under the Limit of Liability in this Section.

The benefits as shown in the Limit of Liability are restricted to the extent specified in Section VII A of the Policy Schedule

**LIMIT OF LIABILITY**

If such bodily injury shall within twelve calendar month of its occurrence be the sole and direct cause of

1. Death or disablement as specified in the left hand column of the following table, then We will pay the corresponding amount shown in the right hand column of such table:



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**BENEFITS**

(a) Death	100% of the Limit of Liability stated in the Schedule
(b) Total and irrecoverable loss of sight of both eyes, or the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot	100% of the Limit of Liability stated in the Schedule
(c) Total and irrecoverable loss of use of two hands or two feet or of one hand and one foot, or of such loss of sight of one eye and such loss of one hand and one foot	100% of the Limit of Liability stated in the Schedule
(d) Total and irrecoverable loss of sight of one eye, or the actual loss by physical separation of use of one entire hand or of one entire foot	50% of the Limit of Liability stated in the Schedule
(e) Total and irrecoverable loss of use of a hand or a foot without physical separation	50% of the limit of liability stated in the Schedule
immediate, permanent, total and absolute disablement from engaging in, being occupied with or giving attention to any employment or occupation of	100% of the Limit of Liability stated in the Schedule

2. Total or partial irrecoverable loss by physical separation of loss of use of any of the following as shown in the left hand column of the table shown below, then We will pay the corresponding amount shown in the right hand column of such



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table:

	Percentage of Limit of liability shown in the Schedule
Loss of all toes	20
Great toe -both phalanges	05
Great toe-one phalanx	02
Other than great, if more than one toe lost each	01
Loss of hearing-both ears	75
Loss of hearing- one ear	10
Loss of index finger-three phalanges or two phalanges or one phalanx	10
Loss of middle finger-three phalanges or two phalanges or one phalanx	06
Loss of ring finger-three phalanges or two phalanges or one phalanx	05
Loss of four fingers and thumb of one hand	40
Loss of four fingers	35
Loss of thumb-both phalanges	25
Loss of thumb-one phalanx	10
Loss of little finger-three phalanges-two phalanges- one phalanx	04
Loss of metacarpals - first or second-third, fourth or fifth (additional)	03
Any other permanent Partial disablement	A Percentage of the limit of Liability as assessed by Our panel Doctor, consistent with the percentages set out in the above rows of this table.



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3. Temporary total disablement, then so long as the insured Person shall be totally disabled from engaging in any employment or occupation of any description whatsoever, a sum prorated for the period of disablement at the rate 1% of the limit of liability for each week of duration of such total disablement, subject to maximum of 104 weeks but not exceeding Rs.3,000/ per week in all under all Personal Accident Insurance Policies covering the Insured Person, the total amount payable is limited to Limit of liability mentioned in the Schedule. Provided payment of weekly compensation shall arise after the total amount shall have been ascertained and agreed.

**EXCLUSIONS APPLICABLE TO SECTION VII A**

This Section does not cover

1. Benefit under more than one of items 1,2, and 3 under Limit of liability in respect of the same period of disablement of the Insured Person.

2. any other payment in respect of the Insured Person after a claim under one of the items (a), (b), and (c) under Limit of Liability above has been admitted and become payable. However, amounts relating to carriage of the body of the Insured Person will be payable in addition if applicable.

3. any payment in the case of more than one claim in respect of any Insured Person under the Policy during any one Period of Insurance by which Our maximum liability as specified in the Schedule applicable to such Insured person would exceed the sum payable under sub clause (a) under Benefit 1 of this Section of the Policy to such Insured person. However, amount relating to carriage of dead body would be payable in addition if applicable.

4. payment of Benefit in respect of death, injury or disablement of the Insured Person

(a) from intentional self-injury, suicide or attempted suicide, (b) whilst under the influence of intoxicating liquor or drugs.

(c) whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world, standard type of Aircraft' means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned OR chartered OR operated by a regular airline OR whether such an aircraft has a single engine or multiple engine.]



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Ph: 91-44-7117 7117, 1860 425 0000.

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(d) directly or indirectly caused by venereal diseases, AIDS or insanity

(e) arising or resulting from the Insured Person committing any breach of law with criminal intent.

5. death or disablement resulting directly or indirectly from, caused by, contributed to or aggravated or prolonged by child birth or pregnancy or in consequence thereof.

6. persons working in underground mines, explosive, magazines, workers involved in electrical installation with high tension supply, Jockeys, Circus personnel, Persons engaged in activities like racing on wheels or horseback, big game hunting, mountaineering, winter sports, skiing, ice hockey, ballooning, hang gliding, river rafting, polo and persons engaged in occupations or activities of a similar degree of hazard.

7. losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion: Nuclear, chemical, biological terrorism shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government (s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to the public, or any section of the public, in fear.

"Chemical agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) microorganism(s) and/or biologically produced toxin(s) including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

If We allege that by reason of this Exclusion any loss is not covered by this insurance the burden of proving the contrary

shall be upon you. .



**ROYAL SUNDARAM INSURANCE**  
Sundaram Finance Group

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#### SPECIAL CONDITIONS APPLICABLE TO SECTION VII A

Upon the happening of any event which may give rise to a claim under this Policy, written notice with all particulars must be given to Us immediately. In case of death, written notice also for the death must. unless reasonable cause is shown, or be so given before internment, cremation, and in any case, within one calendar month after the death, and in the event of Joss of sight or amputation of limbs, written notice thereof must also be given within one calendar month after such Joss of sight or amputation.

2 Proof satisfactory to Us shall be furnished of all matters upon which a claim is based. Any Medical or other agent of Us shall be allowed to examine the insured person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of Us and in the event of death, to make a post mortem examination of the body of the insured person. Such evidence as We may from time to time require shall be furnished and a post mortem examination report if necessary, be furnished within the space of fourteen days after demand in writing and in the event of a claim in respect of Joss of sight the insured person shall undergo at Your expenses such operation or treatment as We may reasonably deem desirable provided that all sums payable:

- i) In case of Death or Permanent Total Disablement only after deleting by an endorsement the name of the insured person in respect of whom such sum shall become payable without any refund of premium.
- ii) In case of Permanent Partial Disablement only after reducing by an endorsement capital sum insured by amount admissible under the claim in respect of person to whom such sum shall become payable.
- iii) Temporary Total Disablement after termination of such disablement.

#### EXTENDED COVERAGE

In the event of Death in respect of which the Limit of Liability is payable as provided above, arising out of an accident occurring outside the residence of the Insured Person concerned, we shall pay in addition to the Limit of Liability, a Jump sum of a further 2% of such Limit of Liability or Rs.2500/ whichever is less towards the transportation of the body to the Insured Person's place of residence.





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**SECTION VII B**

**ACCOMPANIED BAGGAGE**

This Section is only operative if shown as such in the Schedule.

**SPECIAL DEFINITIONS**

**Baggage** Shall mean personal goods belonging to You or to any of Your Directors or Employees or for which You, he or she is responsible officially.

**Journey** Any trip undertaken for the purpose of the Business outside the city, town or municipal limits of the place where the Business is situated.

**THE COVER**

In the event of Damage to Baggage due to Accidenwhilst on any journey, anywhere in the world, We will pay the actual value of the Baggage at the time of happening of the Damage.

**LIMIT OF LIABILITY**

Our maximum liability under this Section shall not exceed the Limit of Liability stated in the Schedule.

**EXCLUSIONS APPLICABLE TO SECTION VII B**

This Section does not cover

1. the First Rs.500/- (five hundred only) in each and every claim.
2. Damage due to cracking, scratching or breakage of lenses or glass whether part of any equipment or otherwise or of china marble, gramophone records or other articles of a brittle or fragile nature, unless such Damage arises from an Accident to any vessel, train, vehicles or aircraft by which such property is conveyed.
3. Damage caused by moths, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.



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4. Loss of or Damage to any electrical machine, apparatus, fixtures or fittings (including wireless sets, radio, television (Sets and tape recorders) arising from overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause {lightning included}.
5. Damage due to theft from any car 'except from' a car of the fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
6. Damage to any property whilst being conveyed by any carrier under a contract of affreightment.
7. Damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock certificates, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
8. Damage to articles of a consumable nature.
9. loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on the Journey nor articles or clothes whilst being worn on the person or being carried out.

**SPECIAL CONDITIONS APPLICABLE TO SECTION VII B**

Damage to baggage covered under this sub Section should be reported to Police within 24 hours of discovery and a written report obtained.



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**SECTION VIII**

**LIABILITY**

This Section is only operative if shown as such in the Schedule.

**SPECIAL DEFINITIONS**

Injury s	shall mean death, bodily injury, illness or disease of or to any person.
Property	shall mean material property
Policy period	means the period commencing from the effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Policy Schedule.
Period of Insurance	for the purpose of this Section only, Period of Insurance means the period commencing from the Retroactive Date and terminating on the expiry date as shown in the Policy Schedule.
Accident	For the purpose of this Section only, means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.
Retroactive date	will coincide with the date of commencement of the first Legal Liability Policy as long as the Policy has been renewed without any break. When there is a break, the Retroactive Date shall commence from the date of renewal of this Policy.
Pollution	means pollution or contamination of the atmosphere or of any water, land or other tangible property.
Product	means any tangible property after it has left your custody or control, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on your behalf but shall not mean feed and beverages supplied by or on your behalf primarily to your employee as a start benefit.



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**THE COVER**

We shall indemnify You against all sums for which You shall become legally liable to pay, (other than liability under Public Liability Insurance Act, 1991 or any statute based on the Doctrine of liability) including all costs, fees and expenses incurred with Our written consent, in the event of

(a) accidental Injury to any person

(b) accidental damage to Property

happening during the Period of Insurance and giving rise to a claim first made in writing against You during the Policy Period and arising out of and in the course of Your Business carried out from the Premises within the Geographical limits subject to the Limit of liability and the Jurisdiction Clause.

**LIMIT OF LIABILITY**

You are covered up to the Limit of Liability as specified in the Schedule, in respect of any one claim or number of claims including legal costs, fees and expenses arising out of any one Event.

If We are liable to indemnify more than one party, the total amount of indemnity to all such parties shall not exceed the Limit of Liability shown in the Schedule.

**POLICY DISPUTES CLAUSE**

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both You and Us to be subject to Indian Law. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within India and to comply with all requirements necessary to give such Court the Jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

**EXCLUSIONS APPLICABLE TO SECTION VIII**

This Section does not insure:

1. the first Rs.2500/- or 0.25% of the limit of Liability, whichever is the greater, for each and every claim
2. any liability attaching by virtue of an agreement but which would not have attached in the absence of such agreement.
3. liability arising from bodily injury to Your employees nor any claim arising under the Workmen's Compensation Act, 1923 nor the Fatal Accidents Act 1855.



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4. liability arising out of loss of pure financial nature such as loss of goodwill, loss of market of similar nature.
5. liability for any fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
6. liability arising out of
  - (a) all personal injuries such as libel, slander, false arrest, wrongful eviction and detention, defamation and mental injury, anguish or shock resulting there from
  - (b) infringement of plans, copyright, patent, trade name, trademark, registered design.
7. liability arising out of
  - (a) pollution howsoever caused unless specifically covered
  - (b) any product
8. liability arising out of Injury or damage caused by or resulting from anything sold, supplied, installed, erected, repaired, altered or treated by You or any person on behalf of You other than food or beverages sold or supplied by You as a service to the employees or visitors for consumption in the Premises.
9. Accidents directly or indirectly caused by, traceable to, arising out of the ownership, possession use or the custody by or on behalf of Insured of animals, aircrafts, ships, boats or crafts of any kind.
10. transportation of materials and/or hazardous/dangerous substances outside the Premises.
11. liability for damage to
  - (a) Property owned, leased or hired or in Your custody or control (other than Premises, including fixtures and fittings thereon, leased and occupied by You for the purpose of the Business)
  - (b) that part of any Property upon which You have been operating.
12. liability for damage to employee's clothing and personal effects.



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13. liability for Damage arising out of deliberate, willful or intentional noncompliance of any statutory provision.
14. liability for damage arising out of earthquake, earth tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbances.
15. liability for Injury and/or Damage occurring prior to the Retroactive Date in the Schedule.
16. liability for injury to any person under a contract of employment or apprenticeship with You. Your contractor(s) or Sub- Contractor(s) when such Injury arises out of the execution of such contract.
17. liability more specifically insured elsewhere.
18. liability arising out of the ownership possession or use by You or on Your behalf of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following;
  - a. claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer; motor vehicle or trailer;
  - c. claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
  - d. claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
19. the deliberate conscious or intentional disregard of the Insured's technical or administrative management or the need to take all reasonable steps to prevent claims.
20. liability arising out of any professional advice rendered by You or any person acting on your behalf.



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**SPECIAL CONDITIONS APPLICABLE TO SECTION VIII**

1. Cross liabilities: Each person or party indemnified is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Insured) subject to Our total liability not exceeding the limits of liability stated in the Schedule of the Policy.
2. Costs: We will pay all costs, fees and expenses incurred with their prior consent in the investigation, defence or settlement of any claim made against You and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against You, provided such claim or claims are the subject of indemnity by the Policy.
3. Claims Series Clause: For the purpose of this Section of the Policy where a series of and/or several bodily injuries and/or property Damages are attributable direct or indirectly to the same cause all such bodily injuries and/or property damages shall be added together and all such bodily injuries and/or property Damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however be no coverage for claims made arising from one specific cause which are made later than 3 years after the first claim of the series.
4. Notification Extension Clause: Should You notify Us during the Policy Period in accordance with General Condition No.9 (a) of any specific event or circumstance which We accept may give rise to a claim or claims which form the subject of indemnity by this Policy, the acceptance of such claim or claims shall be as if they had first been made against You during the Policy Period. The extension under this Clause will be subject to the maximum time limit laid down under the Indian Limitation act in force from time to time.
5. Extended Claim Reporting Clause: In the event of non-renewal or cancellation of this Policy, either by Us or by You, We will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the Policy provided no insurance is in force during this extended reporting period in respect of the same interest, for notification of claims for accidents which had taken place during the Period of Insurance but could not be made during the Policy Period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring Policy Period and are subject to the limits of indemnity and the terms, conditions and Exclusions of the Policy.
6. We may at any time pay to You in connection with any claim or series of claims under this Section of the Policy amount of the Limit of Liability applicable (after deduction of any sums paid) or any lesser amount for which such claims can be settled and upon such payment being made, we shall relinquish the conduct and control of and be under no further liability in connection with such claims.



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7. We will have the right but in no case the obligations, to take over and conduct in Your name the defence of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by Us in the defence, settlement of payment of any claim will reduce the Limit of liability, specified in the Schedule of the Policy. renewal of Insurances declares such details as We may require. We shall at all reasonable time have free access to inspect such records.

9. In the event of liability arising under the Policy or the payment of a claim under this Policy, the Limit of Liability per any one Policy Period under this Section of this Policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances it shall be permissible to reinstate the aggregate Limit of Liability to the original level even on payment of extra premium.

10. This Policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would, but for the existence of this Policy, be insured by, any other Policy (but not Public Liability Policy) or policies, except in respect of any excess beyond the amount which could have been payable under such policy/policies, had this insurance not been effected.

**EXTENDED COVERAGE**

We shall cover Your legal liability as tenants for Damage to the Premises (including their fixtures and fittings) leased and occupied by You subject to the Limit of Liability stated in the Schedule.

This Policy does not insure:





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**GENERAEL EXCLUSIONS**

**(Applicable to all Sections of the Policy)**

1. loss, destruction, damage nor liability caused by or arising out of any willful act or willful negligence on Your part or that of any person acting on your behalf.

2. loss, destruction, damage nor liability occasioned directly or indirectly by or through or in consequence 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) (i) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority

(ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

(d) the destruction of Property by order of any government de jure de facto or any public authority

In any action, suit or other proceeding where We allege that by reason of the provisions of Exclusions 2 (a) to (d) above any loss, destruction, damage or liability is not covered by this insurance the burden of proving that such loss, destruction, damage or liability is covered shall be upon You.

3. Loss, destruction, damage or liability directly or indirectly caused by or arising from or in consequence of or contributed to by:

(a) nuclear weapons material

{b} (i) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this General Exclusion 3(b) combustion shall include any self-sustaining process of nuclear fission.

(ii) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof



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4. (I) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic DATA.

(ii) error in creating, amending, entering, deleting or using ELECTRONIC DATA, or

(iii) total or partial inability or failure to receive, send, access or use ELECTRONIC DATA for any time or at all,

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur, nor any liability arising from or in any way related to any such event.

For the purposes of this Policy ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

However, in the event that a peril listed below (being a peril which but for this exclusion is insured by the Section of this Policy under which any claim is made) is caused by any of the matters described in paragraph I, ii, iii above. then such Section of the Policy, subject to all its provisions. shall not exclude:

(I) physical loss or destruction or damage to Property insured under such Section of the policy directly caused by such listed peril. and/or

(ii) loss of profits or business interruption insured by any relevant Section of this Policy.

Further, this Exclusion does not apply in the event that a peril listed below (being a peril insured by any Section of this Policy, but for this exclusion) causes any of the matters described in paragraph I, ii, iii above:

Fire, explosion, lightning, windstorm, hail, tornado, cyclone, hurricane, tsunami, flood, freezing, weight of snow, impact by aircraft or other aerial objects dropped there from, Impact by any road vehicle or animal, bursting overdoing discharging or leaking of water tanks apparatus or pipes.

5. 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.



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For the purpose of this Exclusion an act of terrorism means an act. 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). committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

This Exclusion also excludes loss, damage, cost or expenses 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 action taken in respect of any act of terrorism.

If We alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon You.

**GENERAL CONDITIONS**

**(Applicable to all Sections of the Policy)**

**1. (a) IDENTIFICATION**

This Policy and the Schedule (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 or of the Schedule shall bear such specific meanings wherever they shall appear.

**(b) NOTICE**

Every notice and communication to Us required by this Policy shall be in writing to Our office through which this insurance is effected.

**2. MISDESCRIPTION**

If there be any material misdescription by You or any one acting on Your behalf of any of the Property hereby insured, or of any building or place in which such Property is contained, or of the business or Premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, we shall not be liable under this Policy for the Property affected by any such misdescription, misrepresentation or omission.

**3. CANCELLATION**

This insurance may be terminated by sending 14 days' notice at Your request • in which case We will retain the customary short period rate for the time the Policy has been in force. This insurance may also be



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IRDA Regn. No. 102 | CIN-U67200TN2000PLC045611

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terminated at Our option on notice to that effect being given to You, in which case We shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

**Short period scale**

Period of risk	Proportionate of annual premium to be retained
UP to one month	25% of the annual premium
Exceeding one month & Up to three months	50% of the annual premium
Exceeding three months & Up to six months	75% of the annual premium
Exceeding six months & Up to eight months	85% of the annual premium
Exceeding eight months	100% of the annual premium

**4. FORFEITURE**

All benefits under this Policy shall be forfeited

(a) If any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by You or any one acting on Your behalf to obtain any benefit under this Policy

or

(b) If any claim be made and rejected and an action or suit be not commenced within three months after such rejection or (in case of an arbitration taking place in pursuance of Condition No. 7 of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award

**5. SUBROGATION**

Any claimant under this Policy shall, at Our expense do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon Our paying for or making good any Damage or settling any claim under this Policy, whether such acts and things shall be or become necessary or required before or after Your indemnification by Us.



**ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED**

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**6. CONTRIBUTION**

If at the time of any occurrence giving rise to a claim under any Section of this Policy there be any other subsisting insurance or insurances whether effected by You or by any other person or persons covering the same insured interest, we shall not be liable to pay or contribute more than its ratable proportion of the total amount of such a claim.

**8. ALTERATIONS AND REMOVALS**

Under any of the following circumstances the insurance ceases to attach as regards the Property affected unless You, before the occurrence of any Damage obtain Our sanction signified by endorsement upon the Policy, by or on Our behalf

(a) If the Business carried on be altered, or if the nature of the occupation of or other circumstances affecting the building or containing the insured Property be changed in such a way as to increase the risk of Damage.

(b) If the building insured or containing the insured Property becomes unoccupied and so remains for a period of more than 30 days.

(c) If the Property insured be removed to any building or place other than that in which it is stated herein to be insured. (d) If the interest in the Property insured passes from You otherwise than by will or operation of law

**9. CLAIMS PROCEDURE**

If any event giving rise to or likely to give rise to a claim under this Policy comes to Your Knowledge You shall

{a) immediately

(I) take steps to minimize any Damage and recover any missing Property

(ii) give notice in writing to Us and

(iii) give notice to the police if the event be then or suspected then or willful or malicious damage and take all practicable steps to apprehend the guilty person and recover the Property lost

(b) within 30 days or such further time as We may in writing allow deliver to Us



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(I) a claim in writing for the Damage containing as particular an account as may be reasonably practical or all the several articles or items of Property lost or damaged and the amount of Damage thereto respectively, having regard to their value at the time of the Damage

(ii) Particulars of all other insurances if any.

(c) not make any admission, offer payment or indemnity to anyone without our consent.

You shall at all times at Your own expense produce, procure and give to Us all such further particulars, plans, specifications. Books, vouchers. Invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of any Damage and the circumstances under which the Damage occurred, and any matter touching the liability or the amount of Our liability as may be reasonably required by us or on Our behalf together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

**10.UNDER INSURANCE (Applicable to all Section I, IIa, IIIB & IV)**

If any Property hereby insured shall, at the commencement of any Damage, be collectively of greater value than the Limit of Liability thereon, then You shall be considered as being Your own insurer for the difference, and shall bear a ratable proportion of the loss accordingly. Every item, if more than one. of the Policy shall be separately subject to this Condition.

**11.INTEREST/PENALTY**

No sum payable under this Policy shall carry any interest or penalty

**12.OUR RIGHTS**

On the happening of Damage to any of the property insured by any Section of this Policy, We may

- a. enter and take and keep possession of the building or premises where the Damage has happened.
- b. take possession of or require to be delivered to Us any property of Yours in the building or on the premises at the time of the Damage.
- c. keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- d. sell any such property or dispose of the same for account of whom it may concern.



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The powers conferred by this condition shall be exercisable by Us at any time until notice in writing is given by You that you make no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and We shall not by any act done in the exercise or purported exercise of Our powers hereunder, incur any liability or diminish Our rights to rely upon any of the conditions of this policy in answer to any claim.

If You or any person on Your behalf shall not comply with these requirements or shall hinder or obstruct Us, in the exercise of Our powers hereunder, all benefit under this Policy shall be forfeited.

You shall not in any case be entitled to abandon any property to Us whether taken possession of by Us or not.

**13. TIME LIMIT**

In no case whatsoever shall We be liable for any Damage after the expiry of 12 months from the happening of such Damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if We 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 court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**14. REINSTATEMENT OF LIMIT OF LIABILITY (Applicable to Section I, III A & III B)**

At all times during the Period of Insurance of this Policy the insurance cover will be maintained to the full extent of the respective Limit of Liability in consideration of which upon the settlement of any loss under this Policy, pro rata premium for the unexpired period from the date of such loss to the expiry of Period of Insurance for the amount of such loss shall be payable by You to Us.

The additional premium referred to above shall be deducted from the net claim amount payable under the Policy. Thus continuous cover to the Full extent will be available notwithstanding any previous loss for which We may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss.

The intention of this condition is to ensure continuity of the cover to You subject only to Our right for deduction from the claim amount, when settled, of pro rata premium to be calculated from the date of loss till expiry of the Policy. Notwithstanding what is stated above, the Limit of Liability shall stand reduced by the amount of loss in the event that You immediately on occurrence of the loss exercise Your option not to reinstate the Limit of Liability as above.



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**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**

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. 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](mailto:manager.care@royalsundaram.in)

Sr. Citizen can email us at: [seniorcitizengrievances@royalsundaram.in](mailto: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 may contact the grievance officer

Mr. T M Shyamsunder





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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](mailto: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**

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in) or of the General Insurance Council at <https://www.cioins.co.in/ombudsman> or on company website [www.royalsundaram.in](http://www.royalsundaram.in).