

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** 

## **SPECIAL CONTINGENCY POLICY**

### UIN: IRDAN102CP0008V01100001

POLICY WORDINGS

Whereas the Insured described in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED (hereinafter called the "Company") for the insurance hereinafter contained and has paid the Premium stated in the said Schedule as consideration for such Insurance during the period stated in the said Schedule

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed herein, that if the property described herein or any part thereof shall be LOST or DAMAGED by the CONTINGENCIES stated in the Schedule attached at any time during the Period of insurance stated in the Schedule attached or any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal thereof, the Company will pay for accidental damage, but not exceeding in any one period of insurance in respect of the several items specified in the Schedule attached, the Sum Insured set opposite the item respectively.

#### EXCEPTIONS

The Company shall not be liable in respect of

(I)(a) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot or strike, terrorist activities, earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances unless specifically covered in the Schedule attached.

(b) Loss or damage whether direct or indirect arising from war, warlike operations, act of foreign enemy, hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraints detainment by order of any government or any other authority.

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

- (2) Damage caused by overloading, excessive use or strain
- (3) Consequential loss, depreciation, wear and tear or mechanical breakdown.
- (5) Loss destruction of or damage to any third party property whatsoever or any third party personal injury.
- (6) Consequential loss or legal liability of any kind.



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(7) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to buy or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the nuclear fuel or from any nuclear weapons material.

### CONDITIONS

**1. Notice:** Every notice and communication to the Company required by this Policy shall be in writing to the office of the Company through which this insurance is effected.

2. Duty of Disclosure: This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact.

**3. Reasonable care:** The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage.

**4.** Claims procedure: Upon the happening <>fanny event giving rise <>r likely to<> give rise to a claim under this Policy:

(a) The Insured shalt give immediate notice thereof in writing t<> the nearest <> office with a copy t<> the Policy issuing office of the Company, as well as lodge forthwith a complaint with the Police where applicable.

(b) The Insured shall deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing, of the loss or damage, with an estimate of the intrinsic value of the property lost or the amount of damage sustained.

(c) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.

5. Indemnity: The Company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost it to reinstate such property as it was at the time of the occurrence of such loss or damage and not more than the sum insured mentioned in schedule for the item damaged.

**6.** Average: If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the



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difference, and shall bear a ratable proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this Condition.

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

8. Subrogation: 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 protecting any rights or remedies or for obtaining relief or indemnity from parties (other than those insured under this policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

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

**10. Cancellation:** The Company may at any time, by giving 7 days' notice in writing, terminate this Policy, on the grounds of mis-representation, fraud, non-disclosure of material facts or non-- cooperation of the Insured and all the premium paid hereon shall be forfeited to the Company. Such notice shall be deemed sufficiently given, if communicated by e-mail or posted by Registered post and addressed to the Proposer at the address mentioned in the Policy or by any other reliable mode of communication.

The Policy may also be cancelled at any time by the Proposer by giving notice in writing. Provided no claim has arisen under the within mentioned Policy prior to the receipt of such notice by the Company, the Proposer would be entitled to a return of premium less premium at Company's Short period scales as mentioned below for the period, the Policy had been in force.

**11. Observance of terms and conditions:** The due observance and fulfilment of the terms and conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

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



**ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED** Regd. Office: 21, Patullos Road, Chennai 600 002.

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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

Sr. Citizen can email us at: seniorcitizengrievances@royalsundaram.in

Fax: 044-7117 7140

Courier: Grievance Redressal Unit

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers,

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

Chennai – 600097.

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



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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 <u>https://bimabharosa.irdai.gov.in/</u> for more details.



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### 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 or of the General Insurance Council at https://www.cioins.co.in/ombudsman or on company website www.royalsundaram.in.