



## **ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED**

(formerly known as Royal Sundaram Alliance Insurance Company Limited)

Regd Office 21 Patullos Road, Chennai – 600 002.

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

Call: 1860 425 0000. Email – [customer.services@royalsundaram.in](mailto:customer.services@royalsundaram.in)

Website: [www.royalsundaram.in](http://www.royalsundaram.in)

IRDA Registration No. 102 | CIN – U67200TN2000PLC045611

### **FIDELITY GUARANTEE INSURANCE**

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** (formerly known as Royal Sundaram Alliance Insurance Company 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 or during any further period for which the Company may accept payment for the renewal or extension of this Policy.

Now, this Policy witnesseth that subject to the terms provisos exceptions conditions and definitions contained herein or endorsed or otherwise expressed hereon the Company agrees to indemnify the Insured against any direct pecuniary loss sustained by reason of any act of fraud or dishonesty committed by any Employee during the Period of Insurance and during the period of uninterrupted service of such Employee with the Insured 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.

PROVIDED ALWAYS THAT

- i. The liability of the Company shall not exceed
  - (a) in respect of any Employee the Amount Guaranteed stated against his name or against the relevant Category of Employee in the Schedule
  - (b) in respect of all claims under this policy, the Aggregate Limit of Guarantee
- ii. If this policy shall be continued in force for more than one Period of Insurance or if any liability shall exist on the part of the Company under this Policy and also under any other policy in respect of fraud or dishonesty of the Employee, the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company arising from any number of acts of fraud or dishonesty committed by such Employee shall not exceed the Amount Guaranteed hereunder nor the limit of the insurer's liability under any other such policy as aforesaid whichever is the greater.
- iii. The Company shall not be liable to pay more than one claim in respect of the actions of any one Employee.

#### **EXCEPTIONS**

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

#### **DEFINITION**

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 Insured's business) who has entered into a contract of employment with the Insured whether such contract of employment is express or implied, oral or in writing.

#### **CONDITIONS**

The Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

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1. On the discovery of any act or default or any circumstances which may give rise to a claim, the Insured shall:
  - (a) forthwith give written notice to the issuing office of the Company;
  - (b) immediately take all steps to prevent further loss;
  - (c) supply at the request of and free of expense to the Company all such proof, information and other evidence (verified by statutory declaration if so required) relating to the claim as the Company may require.
2. If the Insured is or shall hereafter be guaranteed by any other person, society or company or hold any other security or insurance against such loss as is hereby guaranteed, the Insured shall only be liable to bear its rateable proportion of such loss with such person, society or company or securities or insurance.
3. Any money of the Employee in the hands of the Insured and any money which but for the Employee's dishonesty would have been due to the Employee from the Insured shall be deducted from the amount otherwise payable under this policy. Any money recovered after the settlement of any claim shall be the property of the Company not exceeding, however, the amount paid by the Company.
4. The Insured shall if and when required by the Company but at the expense of the Company, 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 Policy . The Insured shall at the Company's expense give all information and assistance to enable the Company 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 the Company shall have become liable to pay in respect thereof.
5. Unless the Company be advised and its written approval be obtained, the Company shall not be liable hereunder in the event of any change in the nature of the Business of the Insured or in the duties and conditions of service of the Employee or if remuneration of the Employee be reduced or its basis altered or if the precautions stated by the Insured with regard to accounting be not duly followed or if the Insured shall continue to entrust the Employee with money or goods after having knowledge of any material fact bearing on the honesty of the Employee.
6. If any part of the premium or renewal is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance, furnish such information as the Company may require. The premium or renewal premium shall thereupon be adjusted and the difference paid by or allowed to the insured.
7. If required by the Company, the authorized representative of the Company shall in case of any loss to the Insured be permitted at all reasonable times to examine the circumstances of such loss and the Insured shall on being required so to do by the Company produce all books of accounts, receipts, or documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way enable the Company to ascertain the correctness thereof or the liability of the Company under this policy.
8. The Policy shall be null and void in the event of misrepresentation, misdescription or nondisclosure in any material particular or if a claim be fraudulent or any fraudulent means or



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devices be used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

9. The Company shall be entitled at its own expenses and for its own benefit, in the name of the Insured to prosecute all claims and exercise all rights of action competent to the Insured against the Employee in respect of any act insured against in connection with which it may have made payment under this Policy and the Insured shall give to the Company all such information and assistance as may be reasonably required for the exercise of such claims or rights.
10. The Company may at any time cancel this Policy on the grounds of mis-representation, fraud, non-disclosure of material facts on the Proposal Form or non-cooperation by the insured, by giving fifteen (15) days' notice in writing by courier/registered post/acknowledgement due post to the Insured at address recorded / updated in the policy. In the event of such cancellation on the grounds of mis-representation or fraud or non-disclosure of material facts, the policy shall be void, no refund of premium shall be made and no claim shall be payable under the policy. In the event of cancellation on the grounds of non-cooperation, the company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

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

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

11. The Company shall not be bound to accept any renewal premium nor to give notice that such is due. Every renewal premium which shall be paid and accepted in respect of this Policy shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration hereinbefore mentioned and that nothing is known to the Insured that may result in any aggravation of the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by the authorized official of the Company.
12. For the purpose of identifying the Employee in all cases of change of residence or occupation or change of name whether by marriage or otherwise, due notice thereof in writing shall be given by the Insured to the Company.



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13. The Company shall not be bound to give notice or be effected by any notice of any trust, charge, lien, assignment or other dealing with or relating to any contract of insurance and the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the Company.
14. Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially effect the Company notwithstanding subsequent acceptance of any premium.
15. **Arbitration and Disclaimer:** If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties hereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute or difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

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

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

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

16. The due observance and fulfillment of the terms, provisions, conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
17. In the event of any transfer of interest except by death this insurance shall cease unless expressly agreed to by the Company and noted on this Policy by endorsement.

### **Renewal notice:**

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

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

### **Grievance Redressal Procedure:**

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

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



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

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