



Royal Sundaram General Insurance Co. Limited

(Formerly known as Royal Sundaram Alliance Insurance Company Limited)

Corp. Office : Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR)
Karapakkam, Chennai - 600097. Regd. Office : 21, Patullos Road, Chennai - 600 002.

HOME SHIELD ONLINE INSURANCE

IMPORTANT

- This is your Home Shield Online Policy Terms and Conditions. Please read the wordings carefully and make sure you fully understand this document. If you have any questions about this insurance, please telephone or write to us.
- This Policy is an evidence of the contract between you and Royal Sundaram General Insurance Co. Limited.
- The information given to us in the proposal form and declaration signed by you forms the basis of this contract.
- The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any one of them shall bear such meaning wherever it appears.
- Provided you pay the premium and we agree to accept it, we will provide the insurance described in the Policy.
- The terms, conditions and exclusions that appear in the Policy or in any Endorsement are part of the contract and must be complied with. Failure to comply may result in a claim being denied.

Insured/You/Your

The person named as Insured in the Schedule of the Policy.

Company/We/Us/Our

Royal Sundaram General Insurance Co. Limited (Formerly known as Royal Sundaram Alliance Insurance Company Limited)

Endorsement

Written evidence of an agreed change to your Policy.

Period of Insurance

The period shown in the Schedule of the Policy for which you have paid and we have accepted your premium.

Kutchra Construction

Building(s) having walls and/or roofs of wooden planks/ thatched leaves and/or grass/ hay of any kind/bamboo/ plastic cloth/asphalt cloth/canvas/tarpaulin and the like shall be treated as 'Kutchra' construction.

FIRE & ALLIED PERILS SECTION

BENEFITS

In consideration of the Insured named in the Schedule hereto having paid to the Royal Sundaram General Insurance Co. Limited (hereinafter called the Company) the full premium mentioned in the said schedule, the Company agrees, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the said schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof:

I. Fire

Excluding destruction or damage caused to the property insured by

- (i) its own fermentation, natural heating or spontaneous combustion.
 - (ii) its undergoing any heating or drying process.
- (b) burning of property insured by order of any Public Authority.

II. Lightning

III. Explosion/Implosion

IV. Aircraft Damage

Loss, destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

V. Riot, Strike, Malicious Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:

- total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind
- Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- Burglary, housebreaking, theft, larceny or any such attempt any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

VI. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation.

VII. Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/Road vehicle or animal by direct contact not belonging to or owned by

- the Insured or any occupier of the premises or
- their employees while acting in the course of their employment.

VIII. Subsidence and Landslide including Rock slide

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/ Rock slide excluding:

- the normal cracking, settlement or bedding down of new structures
- the settlement or movement of made up ground
- coastal or river erosion
- defective design or workmanship or use of defective materials
- demolition, construction, structural alterations or repair of any property or groundwork or excavations.

IX Bursting and/or overflowing of Water Tanks, Apparatus and Pipes**X Missile Testing operations****XI Leakage from Automatic Sprinkler Installations**

Excluding loss, destruction or damage caused by

- a) Repairs or alterations to the buildings or premises
- b) Repairs, Removal or Extension of the Sprinkler Installation
- c) Defects in construction known to the Insured.

XII Bush Fire

excluding loss, destruction or damage caused by Forest Fire.

XIII Earthquake (Fire and Shock) or other convulsions of nature

PROVIDED that the liability of the Company shall in no case exceed in respect of Building and/or Compound Wall, the sum expressed in the said Schedule to be insured thereon or such other sum or sums as may be substituted therefor by memo randum hereon or attached hereto signed by or on behalf of the Company.

SPECIFIC EXCLUSIONS

This Policy does not cover

1. The first 5% of each and every claim subject to a minimum of Rs.10, 000/- in respect of each and every loss arising out of Earthquake (Fire & Shock) or other convulsions of nature. The excess shall apply per event.
2. Loss, destruction or damage caused by war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Loss, destruction or damage directly or indirectly caused to the property insured by any act of Terrorism.
4. Loss, destruction or damage directly or indirectly caused to the property insured by
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
5. Loss, destruction or damage caused to the insured property by pollution or contamination excluding.
 - a) pollution or contamination which itself results from a peril hereby insured against.
 - b) any peril hereby insured against which itself results from pollution or contamination.
6. Expenses necessarily incurred following a loss, destruction or damage to the property insured by an insured peril, on
 - i. Architects, Surveyors and Consulting Engineer's Fees in excess of 3% of the claim amount.
 - ii. Debris Removal by the Insured in excess of 1% of the claim amount.
7. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
8. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
9. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious Damage cover.

10. Destruction or damage caused by depreciation or wear and tear
11. Building or Compound wall made of 'Kutchha' Construction.

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

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), 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 policy 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 the Company 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 the Insured.

SPECIFIC CONDITIONS

The insurance under this Policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part. Provided such a fall or displacement is not caused by insured perils, loss or damage which is covered by this Policy or would be covered if such building, range of building or structure were insured under this Policy. Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

Under any of the following circumstances the insurance ceases to attach as regards the Building affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by the Company --

- (a) If the building insured becomes unoccupied and so remains for a period of more than 30 days
- (b) If the interest in the property passes from the Insured otherwise than by will or operation of law.
- (c) If the nature of occupation or other circumstances affecting the building insured be changed in such a way as to increase the risk of loss or damage by insured perils.
 - (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
 - a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
 - b) Particulars of all other Insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation

reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith. No claim under this Policy shall be payable unless the terms of this condition have been complied with.

(ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or Arbitration; it being expressly agreed and declared that if the Company 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.

On the happening of loss or damage to any of the property insured by this Policy, the Company may

- a. enter and take and keep possession of the building or premises where the loss or damage has happened.
- b. take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or 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.

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

If the insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

The Company may at its option reinstate, replace or repair the property, lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in doing so 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 to reinstate such item as it was at the time of occurrence of such loss or damage, subject to the limits specified in the Schedule. If the Company so elect to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or cause to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair 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, the Company shall, in every such case, only be liable to pay such sum as would be requisite

to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

If the building hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the building by any other peril hereby insured against be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

If, at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

The Insured under this Policy shall at the expense of the Company do and concur in doing, permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies for obtaining relief or indemnity from other parties to which the Company shall or would become entitled or subrogated upon the Company 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.

At all times during the period of insurance of this Policy, the insurance cover, for building, will be maintained to the full extent of the Sum Insured 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 the Insured.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. The continuous cover to the full extent will be available, notwithstanding any previous loss for which the Company may have paid hereunder. The intention of this condition is to ensure adequacy of sum insured subject only to the right of the Company for deduction from the claim amount, when settled, of prorata premium to be calculated from the date of loss till expiry of the Policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss, in case the Insured immediately on occurrence of the loss exercises his/her option not to reinstate the Sum Insured

GENERAL CONDITIONS

1. This Policy shall be void in the event of mis-representation, mis-description or non-disclosure of any material particular by the Insured.
2. Every notice and other communication to the Company required by these conditions must be written or printed.
3. Wherever necessary, the Company will appoint Surveyors/ Investigators. The Company shall be entitled on behalf of you to have absolute conduct and control of all or any proceedings it may consider necessary for the purpose of tracing and recovering the property lost you shall at the Company's expense furnish all such assistance as may reasonably be required by the Company in connection with such proceedings.
4. If the claim 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 the Insured or any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured, all benefits under this policy shall be forfeited.
5. The Company may at any time by giving 30 days notice in writing terminate this Policy, provided that the Company shall in that case return to the Insured, the then last paid premium

less a prorata thereof for the portion of the insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted by Registered Post Acknowledgement Due addressed to the Insured at the address last registered in the Company's books and shall be deemed to have been received by the Insured at the time when the same would be delivered.

(OR)

The Policy may be cancelled at any time, by the Insured by giving 30 days notice in writing sent under Registered Post Acknowledgement Due. The Insured shall be entitled to the return of premium less premium at Company's short period rates* for the period the Policy has been in force. No refund will be made for such Insured Person for whom a claim has been paid or admitted.

Short period scales

For a period not exceeding	15 days	10% of the Annual Premium
Do -	1 month	15% of the Annual Premium
Do -	2 months	30% of the Annual Premium
Do -	3 months	40% of the Annual Premium
Do -	4 months	50% of the Annual Premium
Do -	5 months	60% of the Annual Premium
Do -	6 months	70% of the Annual Premium
Do -	7 months	75% of the Annual Premium
Do -	8 months	80% of the Annual Premium
Do -	9 months	85% of the Annual Premium
For a period exceeding	9 months	Full Annual Premium

Short period scales for Multi year Policy

In the event of cancellation of the multi year policy by the insured, the annual premium rate will be charged on the number of years the policy was actually in force. For this purpose fraction of the year will be rounded to next higher year.

For example if the policy has run 3 years and 3 months premium shall be retained for 4 years.

- All claims under this Policy shall be payable only in Indian Rupees. Any suit or legal proceedings against the Company under this Policy shall be filed and instituted only in a Court having jurisdiction in India.
- 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 to 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/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.

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/ arbitrators of the amount of the loss or damage shall be first obtained.

- Provided always that the due observance and fulfillment of the terms and conditions of this Policy along with endorsements shall so far as they relate to anything to be done or not to be done by the Insured be a condition precedent to any liability of the Company under this Policy.

AGREED BANK CLAUSE

It is hereby declared and agreed:

- That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the Policy.

- That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of specific condition 2 under Fire & Allied Perils Section of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

- It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner, liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such mortgagor or owner or any other party or parties insured hereunder or from any securities or funds available.

N.B: In cases where the name of any Central Government or State Government owned and/or sponsored Industrial Financing or Rehabilitation Financing Corporations and/or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India / any Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word "Bank" in the said clause.

EARTHQUAKE COVER CLAUSE

"It is hereby agreed and declared that this insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Land slide/Rockslide resulting there from.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement"

Special Conditions:

Excess Clause: Each and every claim under this add-on cover is subject to a deductible of 5% of each and every claim subject to a minimum of Rs.10, 000/-.

Onus of Proof Clause: In the event of the Insured making any claim for loss or damage under this policy, he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

Grievances

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.
- 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, Bhubaneswar, Bhopal, Chandigarh, Chennai, Guwahati, Kochi, Kolkatta, Lucknow, Hyderabad, Mumbai and Delhi. For Contact Details of Insurance Ombudsmen, please visit our website www.royalsundaram.in

WHAT IF I EVER NEED TO COMPLAIN?

We hope, of course, that you will never feel the need to complain. Nevertheless, sometimes things do go wrong. When they do, we want to know straight away, so we can put them right as quickly as possible, and take steps to make sure they don't happen again.

In all instances, call our Customer Services at our Chennai office at 1860 425 0000 or e-mail at customer.services@royalsundaram.in or write us to Royal Sundaram General Insurance Co. Limited, Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097.

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