



Royal Sundaram

ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED

IRDAI Registration Number – 102, Regd. Office: 21, Patullos Road, CHENNAI – 600 002.

Corporate Office: No.2/319, Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097 Ph:044-7117 7117

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“ALL RISKS” 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** (hereinafter called the “Company”) for the insurance hereinafter contained and has paid the premium stated in the Schedule as consideration for such Insurance during the Period of Insurance stated in the Schedule

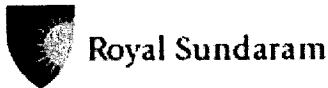
The Company hereby agrees subject to the terms, Conditions and Exclusions herein contained or endorsed or otherwise expressed hereon, that if any of the Property Insured shall suffer any unforeseen sudden and accidental physical loss, destruction or damage other than by an excluded cause, occurring at any time during the Period of Insurance or during any further period for which the Insured shall pay and the Company may accept payment for the renewal or extension of this Policy the Company will indemnify the Insured to the extent of the actual value of the property so lost, destroyed or damaged or at its option reinstate or replace such property or any part thereof

Provided always that the liability of the Company shall in no case exceed the Sum Insured on each item or in the whole Total Sum Insured hereby covered.

EXCLUSIONS

The Company shall not be liable in respect of

- 1 the excess stated in the Schedule to be borne by the Insured for each and every occurrence;
- 2 loss, damage and/or liability caused by or arising out of the wilful act or wilful neglect or gross negligence of the Insured or his representatives.
- 3 loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or contract
- 4 loss or damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, rodents, pests, insects or mildew or any other gradually operating cause.
- 5 breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear or similar articles of a brittle or fragile nature, unless caused by fire or accident to the means of conveyance.
- 6 loss or damage caused by mechanical or electrical derangement or Breakdown of any article.
Breakdown shall mean the actual failure breaking distortion or burning out of equipment arising out of
 - (a) Mechanical or electrical defects in the equipment
 - (b) failure or fluctuation of electricity supply.
- 7 over winding, scratching, denting or internal damage of watches and clocks.
- 8 loss of or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps and travel tickets or travellers' cheques, business books or documents.



- 9 theft except from a car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened
- 10 mysterious disappearance or any loss discovered at the time of taking an inventory
- 11 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, rebellion, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraints and detainment by the 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.
- 12 loss, destruction or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to or arising from
 - (a) ionising radiations or contamination by radioactivity from any source whatsoever.
 - (b) nuclear weapons material.
- 13 loss or damage arising through delay, detention or confiscation by Customs or other authorities.
- 14 consequential loss or legal liability of any kind.
- 15 claims arising out of
 - (i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data, or
 - (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.
- 16 loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
- 17 loss or Damage whilst the Property Insured is sent under a Contract of affreightment.
- 18 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 or series of acts, 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), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This Exclusion also includes loss, damage, cost or expense 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 the above.



SPECIAL CONDITIONS

1. **Single Article Limit:** Schedule of items proposed for insurance to be provided along with their respective sum insured, Where the items are not specifically and separately declared and incorporated in the Schedule, the Company's liability in respect of each article or pairs of articles shall not exceed 5% of the Total Sum Insured under this Policy.
2. **Articles in pairs or sets:** Where any item insured hereunder consists of articles in a pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set nor more than a proportionate part of the insured value of the pair or set.
3. **Territorial limit:**
Anywhere in India

GENERAL 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 of any event giving rise or likely to give rise to a claim under this Policy:
 - (a) The Insured shall give immediate notice thereof in writing to the nearest office of the Company with a copy to the Policy-issuing office of the Company as well as lodge forthwith a complaint with the Police in case of loss by theft, burglary or housebreaking.
 - (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 actual value of the property lost or the amount of damage sustained, respectively.
 - (c) The Insured shall tender to the Company all reasonably required information, assistance and proofs in connection with any claim hereunder.
- 5 **Indemnity:** The Company will pay the insured the actual value of the Property Insured at the time of loss or damage or may at its option reinstate, replace or repair the property lost or damaged or any part thereof instead of paying the amount of the 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 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 thereon.

Actual Value represents the replacement value of the Property Insured as new at the time of loss or damage Less due allowance for betterment, wear and tear and/or depreciation for the use of Property Insured.
- 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 difference, and shall bear a rateable 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 any claim arises under this Policy there be any other insurance covering the same loss or damage the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss or damage .



- 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 interests of protecting any rights or remedies or of 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 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 15 days	10% of Annual Premium
Not exceeding 1 month	15% 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	75% of Annual Premium
Not exceeding 8 months	80% of Annual Premium
Not exceeding 9 months	85% of Annual Premium
Exceeding 9 months	Full Annual Premium

11. **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 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 herein before provided if the Company has disputed or not accepted liability under or in respect of this Policy.



It is hereby 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 as to 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 a claim hereunder and such claim shall not within three calendar months from the date of such disclaimer have been made the subject matter of 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.

12. **Observance of terms and conditions:** The due observance and fulfilment of the terms and Conditions and endorsements 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.