#### Royal Sundaram Homeowners Insurance

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

Registered office: No. 21, Patullos Road, Chennai- 600 002 Corporate Office: Vishranthi Melaram Towers, No. 2/319, Rajiv Gandhi Salai (OMR), Karapakkam, Chennai- 600 097

#### **Policy Terms and Conditions**

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#### Royal Sundaram Homeowners Insurance

You chose this Royal Sundaram Homeowners Insurance and applied to Us for insurance covers of Your choice. You paid Us the premium and gave Us information about Yourself, Your Home Building and Household Articles/Appliances/ Mobile equipments/External equipments. Based on Your confirmation that this information is true and correct, and in return of accepting the Premium You have paid Us We promise to provide You insurance as stated in this Policy Document and the Policy Schedule attached to it.

# Clause A. This Policy and the Insurance Contract

**Your Policy:** This Royal Sundaram Homeowners Insurance is a contract between You and Us as stated in the following:

- a. This Policy document,
- b. The Policy Schedule attached to this Policy document,
- c. Any Endorsement attached to and forming part of this Policy document,
- d. Any Add-on to this Policy that You may have purchased from Us,
- e. The proposals and all declarations made by You or on Your behalf.

# **2.** To whom this Policy is issued and what it covers:

- a. This Policy is issued to You and covers You and/or Your Home Building and/or Household Articles/ Appliances/ Mobile equipments/External equipments as mentioned in the Policy Schedule.
- b. If more than one person is insured under this Policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
- c. If You have mortgaged, pledged or hypothecated Your Home Building and/or Household Articles/ Appliances/ Mobile equipments/External equipments with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional clause.
- **3.** The Policy Schedule: The Policy Schedule is an important document about Your insurance cover. It contains:
  - a. Your personal details,
  - b. the Policy Period,
  - c. the description of Your Insured Property,
  - d. the total Sum Insured, the Sum Insured for each cover or item covered, and any limits and sub-limits,
  - e. the insurance covers You have purchased,
  - f. the premium You have paid for these insurance covers,
  - g. add-on covers opted by You,
  - h. other important and relevant aspects and information.
- **4. Special meaning of certain words:** Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements.

# Royal Sundaram Homeowners Insurance

| These surveyeds with |                 | and stated in the line | Daliary with the f | Cust latter in somitals   |
|----------------------|-----------------|------------------------|--------------------|---------------------------|
| These words with s   | special meaning | are stated in the      | Policy with the l  | first letter in capitals. |
|                      | spectal meaning | , are blaced in the .  | i oney with the    | mot lotter in cupituis.   |

| Word /s            | Specific meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Bank               | A bank or any financial institution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| Carpet Area        | <ol> <li>for the main building unit of Your Home, it is the net usable<br/>floor area, excluding the area covered by the external walls,<br/>areas under services shafts, exclusive balcony or verandah<br/>area and exclusive open terrace area, but including the area<br/>covered by the internal partition walls of the residentialunit;</li> <li>for any enclosed structure on the same site, it is the net usable<br/>floor area of such structure; and</li> <li>for any balcony, verandah area, terrace area,<br/>parking area, or any enclosed structure that is part of Your<br/>Home,.</li> </ol> |  |
| Commencement       | It is the date and time from which the insurance cover                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| Date               | under this Policy begins. It is shown in the Policy Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| Cost of            | The amount required to construct Your Home Building at the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| Construction       | Commencement Date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|                    | This amount is calculated as follows:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
|                    | <b>a.</b> For residential structure of Your Home including Fittings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
|                    | <ul> <li>and Fixtures:</li> <li>Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by you accepted by Us and shown in the Policy schedule.</li> <li>b. For additional structures : the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.</li> </ul>                                                                        |  |
| Endorsement        | A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| Household Articles | Household articles or things in Your Home that are not<br>permanently attached or fixed to the structure of Your Home.<br>Household Articles may consist of Household Articles and/or<br>Valuable Contents. It also includes items like, clothing, personal<br>articles, furniture (sofa sets, beds, diwans, recliners, dining/<br>study/ computer table, etc.)                                                                                                                                                                                                                                             |  |



| Word /s                     | Specific meaning                                                                                                                                                                                                                                                                                                                   |  |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Valuable Contents           | <b>Valuable Contents</b> of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.                                                                                                                                                                  |  |
| Home Appliances             | Home Appliances refers to electrical & electronic gadgets, Mixie, TV, Refrigerator, Washing Machine, Air conditioner, Air cooler, Microwave, , Geyser, Computer etc. fixtures (tube-lights, fans, etc.), fittings (electrical, kitchen, bathroom, etc.                                                                             |  |
| Mobile Equipments           | Mobile Equipment refers to Mobiles / Laptops etc.                                                                                                                                                                                                                                                                                  |  |
| External Equipments Insured | <b>External Equipments</b> refers to DG Set (upto 5 KVA),<br>Solar water heater (Upto a Maximum of 500 litre capacity<br>only) and Water treatment plant (Motor & Pump only)<br>The Person/s who has/have purchased Insurance Cover under this                                                                                     |  |
| Insured Property            | Policy.<br>Your Home Building and Home Household Articles/Appliances/<br>Mobile equipments/External equipments, or any item of                                                                                                                                                                                                     |  |
| Kutcha<br>Construction      | property covered by this Policy.<br>Building(s) having walls and/or roofs of wooden planks/thatched<br>leaves and/or grass/hay of any kind/bamboo/plastic<br>cloth/asphalt/canvas/tarpaulin and the like.                                                                                                                          |  |
| Policy Period               | Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in <b>Clause G (III)</b> of this Policy, whichever is earlier. |  |
| Policy Schedule             | The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in <b>Clause A (3)</b> of this Policy.                                                                                                                                                                  |  |
| Premium                     | The premium is the amount You pay Us for this insurance. The<br>Policy Schedule shows the amount of premium for the Policy<br>Period and all other taxes and levies.                                                                                                                                                               |  |
| Pucca Construction          | Construction other than Kutcha Construction.                                                                                                                                                                                                                                                                                       |  |
| Spouse                      | Your wife or husband.                                                                                                                                                                                                                                                                                                              |  |
| Sum Insured                 | The amount shown as Sum Insured in the Policy Schedule and as described in <b>Clause C</b> (4) and <b>Clause D</b> (2) of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.                                                                                                      |  |

| Word /s                      | Specific meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Total Loss                   | A situation where the Insured Property or item is completely<br>destroyed, lost or damaged beyond retrieval or repair or the cost of<br>repairing it is more than<br>the Sum Insured for that item or in total.                                                                                                                                                                                                                                                           |  |
| We, Us, Our,<br>Insurer      | The Royal Sundaram General Insurance Co. Limited that has<br>provided Insurance Cover under this Policy; of the Company.                                                                                                                                                                                                                                                                                                                                                  |  |
| You, Your, Insured           | The Insured Person/s who has/have purchased Insurance Cover<br>under this Policy; of such Insured Person/s.                                                                                                                                                                                                                                                                                                                                                               |  |
| Your Home<br>Puilding        | <b>Your Home Building</b> is a building consisting of a residential unit having an analoged structure and a roof bacement (if any)                                                                                                                                                                                                                                                                                                                                        |  |
| Building                     | <ul> <li>unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail as per Clause C</li> <li>(2) of this Policy.</li> </ul>                                                                                                                                                                                                                                                                                        |  |
| Reinstatement<br>value basis | Sum Insured on Reinstatement Value Basis shall be the<br>Reconstruction Value for the "Building" of the same kind or<br>type but not superior to or more extensive than the insured<br>"Building" when new as determined by the reconstruction cost,<br>excluding the cost the land. The reconstruction cost shall be<br>based on two parameters which are mentioned below:<br>A. Area of the "Building" (Square Feet) indicated in the<br>Registered Sale Deed Agreement |  |
|                              | B. Prevailing Present Day Cost of Construction rates in Area/<br>Locality where the insured property is situated. Sum Insured =<br>A X B X (1+ Escalation % Chosen)                                                                                                                                                                                                                                                                                                       |  |
| Market                       | Market Value of an insured item means the actual replacement                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| value basis                  | value at which the insured item could be purchased in the market                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|                              | after application of depreciation for usage and wear & tear based<br>on actual age of the item                                                                                                                                                                                                                                                                                                                                                                            |  |

# B. Insured Events Clause

#### a) Fire (Base Policy) including/excluding other perils

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

**Note:** While the event specified under Srl.No.1 is mandatory, events specified under Srl.No.2 to 8 are optional in nature and will be available based on your consent to include/exclude

|    | Column A                                                                                         | Column B                                                                           |
|----|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
|    | We cover physical loss or damage, or destruction caused to the Insured Property by               | We do not cover any loss or damage, or destruction caused to the Insured Property. |
| 1. | Fire (Base Policy)                                                                               | caused by burning of Insured Property by order of any Public Authority.            |
| 2. | Explosion or Implosion (Optional)                                                                | -                                                                                  |
| 3. | Lightning (Optional)                                                                             | -                                                                                  |
| 4. | Earthquake, volcanic eruption, or other convulsions of nature (Optional)                         | -                                                                                  |
| 5. | Storm, Cyclone, Typhoon, Tempest,<br>Hurricane, Tornado, Tsunami (Optional)                      | -                                                                                  |
| 6  | Flood and Inundation (Optional)                                                                  |                                                                                    |
| 7  | Subsidence of the land on which Your<br>Home Building stands, Landslide,<br>Rockslide (Optional) | 2                                                                                  |
| 8  | Acts of terrorism (optional)<br>(Coverage as per Terrorism Clause<br>attached)                   | Exclusions and Excess as per<br>Terrorism Clause attached.                         |

b) Burglary and Housebreaking including/excluding theft and Breakdown

|   | Column A                                                                                 | Column B |
|---|------------------------------------------------------------------------------------------|----------|
|   | We cover physical loss or damage, or<br>destruction caused to the Insured Property<br>by |          |
| 1 | Burglary and Housebreaking including theft                                               |          |
| 2 | Burglary and Housebreaking excluding theft                                               |          |
| 3 | Electrical/Mechanical Breakdown                                                          |          |

# **Clause C: Home Building Cover**

#### 1. What We cover

We cover physical loss or damage, or destruction of Your Home Building because of any Insured Event listed in Clause B (a) of this Policy. We also cover architect's, surveyor's, consulting engineer's fees, cost of removing debris as specified under Clause C (5) (f) of this Policy. Further, We pay for Loss of rent and Rent for Alternative Accommodation, which will be paid to the extent declared by You and agreed by Us as specified under Clause C (6) of this Policy while Your Home Building is not fit for living following loss or damage due to an insured event.

#### 2. Your Home Building

a. **Your Home Building** is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.

#### b. Your Home Building includes

- i. fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.
- ii. the following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
  - a) garage, domestic out-houses used for residence, parking spaces or areas, if any
  - b) compound walls, fences, gates, retaining walls and internal roads,
  - c) verandah or porch and the like,
  - d) septic tanks, bio-gas plants, fixed water storage units or tanks,
  - e) solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Household Articles/ Appliances Cover,

- iii. any other structure shown in the Policy Schedule.
- c. Your Home Building does not include Household Articles/ Appliances of Your Home.

# 3. Use for residence

- a. We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.
- b. We will not pay if
  - i. Your Home Building is used as a holiday home, or for lodging and boarding, or
  - ii. Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are selfemployed or You have shifted Your office to Your Home Building for a temporary period due to lockdown or closure of Your office ordered bya public authority.

# 4. Sum Insured

- a. The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
- b. If the Policy Period is more than one year, when opted by the insured, we will automatically increase Your Sum Insured during the Policy Period by 10% per annum on each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date. When customer opts for escalation benefit, tenure discount is not applicable.
- c. The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.
- d. Restoration of Sum Insured : Except as stated in **Clause G (III) (3) (b)** of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

# 5. What We pay

- a. If You make a claim under the policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs, and claim that amount from Us.
- b. We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.
- c. The maximum We will pay for all items together is the Sum Insured shown in the

Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.

- d. If Your Home Building is a Total Loss, We will pay the claim on Reinstatement Value basis not exceeding the Sum Insured specified in the policy schedule.
- e. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.
- f. In addition to what **Clause C** (5) (c) of this Policy provides for, We will pay You the following expenses:
  - i. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;
  - ii. up to 2 % of the claim amount for reasonable costs of removing debris from the site.
- 6. Loss of Rent and Rent for Alternative Accommodation: In addition to what Clause C (5) (c) of this Policy provides for, We will pay the amount of rent You lose or alternative rent You pay while Your Home Building is not fit for living because of physical loss arising out of an Insured Event as follows:
  - a. If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative accommodation and the rent of Your Home Building.
  - b. We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.
  - c. The amount of lost rent shall be calculated as follows: Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs ÷ Loss of Rent Period opted for.
  - d. This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is two years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.
  - e. Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover.

# **Clause D: Home Contents**

# What We cover:

We cover the physical loss or damage to or destruction of the **Home Contents which consists of Household Articles/Appliances/ Mobile Equipments/External Equipments** of Your Home caused by an Insured Event as listed in **Clause B** (a) of this Policy. **Valuable Contents** of Your Home are not covered under this Policy unless You have purchased the optional cover for the Valuable Contents.

# 1. Sum Insured:

a The Sum Insured for the Household Articles/Appliances/ Mobile Equipments/External Equipments Cover is shown in the Policy Schedule and will be the maximum amount payable in the event the Household Articles/ Appliances/ Mobile Equipments/External Equipments Cover are destroyed/lost completely.

- b. If You have purchased only Household Articles /Appliances/Mobile Equipments/External Equipments Cover, you have to declare the Sum Insured for the Household Articles/Appliances/ Mobile Equipments/External Equipments in the Proposal Form.
- c. The Sum Insured You have chosen for Household Articles/Appliances/Mobile Equipments/External Equipments must be enough to cover the market value of the Household Articles/Appliances/Mobile Equipments/External Equipments.
- d If You want to cover the Valuable Contents in Your Home, you must opt for the Optional Cover for Valuable Contents as given in **Clause E** (1) (a) of this Policy.
- e Restoration of Sum Insured: Except as stated in Clause G (III) (3) (b) of this Clause below, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

# 2. What We pay

- a If the Household Articles/Appliances/Mobile Equipments/External Equipments of Your Home are physically damaged by any Insured Event, We will at Our option,
  - i. reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or
  - ii. if the same cannot be repaired, pay You the claim on market value basis
- b. The maximum We will pay for Household Articles/Appliances/Mobile Equipments/External Equipments is the Sum Insured shown in the Policy Schedule for Household Articles/Appliances/Mobile Equipments/External Equipments Cover.

# **Clause E: Additional Covers**

# 1. Optional Covers:

a. Cover for Valuable Contents on Agreed Value Basis:

For Valuable Contents, a value may be agreed upon by You and Us based on a valuation certificate submitted by You and accepted by Us. However, We shall waive the requirement of valuation certificate if the Sum Insured opted for is up to  $\stackrel{>}{<}$  5 Lakh (Rupees Five Lakh) and Individual item value does not exceed  $\stackrel{>}{<}$  1 Lakh (Rupees One Lakh).

- i. If the Valuable Contents of Your Home are physically damaged by Fire & optional allied perils Insured Event, We will pay the cost of repairing the item/s.
- ii. If the Valuable Contents of Your Home are a Total Loss We will pay the Sum Insured

shown in the Policy Schedule for the Valuable item/s. We will pay for that item. Loss to only one item of a pair or set does not constitute loss or damage to the entire pair or set.

## b. Personal Accident Cover:

In the event an insured peril that caused damages to Your Home Building and/or Household Articles/ Appliances/Mobile equipments/External equipments also results in the unfortunate death of either You or Your spouse, We will pay compensation of ₹ 5,00,000 (Rupees Five Lakh) per person.

In the event of the unfortunate death of the insured, the Personal Accident cover shall continue for the spouse until expiry of the policy.

2. **Opt-outs:** (Explosion or Implosion, Lightning, Earthquake, volcanic eruption, or other convulsions of nature, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation, Subsidence of the land on which Your Home Building stands, Landslide, Rockslide and Acts of terrorism

You can choose to opt out of any of the perils out of the above listed perils under this product and these will be mentioned in the Policy Schedule and the relevant clause/s and/or endorsements will be attached to this Policy.

# 3. Burglary and Housebreaking including Theft cover for Household Articles/ Appliances/External Equipments What We pay

# **a.** If the Household Articles/Appliances/External Equipments of Your Home are physically lost/damaged by Burglary and Housebreaking including Theft, We will at Our option,

- i. reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or
- ii. pay You the cost of replacing that item with a same or similar item, or
- iii. repair the damaged item to a condition substantially the same as its condition at the time of damage.
- **b.** The maximum We will pay under this section is the Sum Insured shown in the Policy Schedule for this Cover. We will pay for that item after applying a depreciation of 10% per year subject to a maximum of 70%.

# 4. Burglary and Housebreaking including Theft and Electrical and Mechanical breakdown cover for Household Appliances

# What We pay

- **a.** If the Household Appliances and External Equipments of Your Home are physically lost/damaged by Burglary and Housebreaking including Theft and Electrical and Mechanical breakdown, We will at Our option,
  - i. reimburse to You the cost of repairs to a condition substantially the same

as its condition at the time of damage, or

- ii. pay You the cost of replacing that item with a same or similar item, or
- iii. repair the damaged item to a condition substantially the same as its condition at the time of damage.
- **b.** The maximum We will pay under this section is the Sum Insured shown in the Policy Schedule for this Cover. We will pay for that item after applying a depreciation of 10% per year subject to a maximum of 70%.
- **c.** Appliances shall be covered only upto the age of 10 years in respect of the loss, destruction or damage due to Electrical and Mechanical breakdown

# 5. Accidental Damage, Burglary and Housebreaking excluding Theft and Electrical and Mechanical breakdown cover for Mobile Equipments What We pay

- **a.** If the Mobile Equipments of Your Home are physically lost/damaged by Accidental Damage, Burglary and Housebreaking excluding Theft and Electrical and Mechanical breakdown, We will at Our option,
  - i. reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or
  - ii. pay You the cost of replacing that item with a same or similar item, or
  - iii. repair the damaged item to a condition substantially the same as its condition at the time of damage.
- **b.** The maximum We will pay under this section is the Sum Insured shown in the Policy Schedule for this Cover. We will pay for that item after applying a depreciation of 25% per year subject to a maximum of 75%.
- **c.** Mobile Equipments shall be covered only upto the age of 4 years.

# 6. Burglary and Housebreaking including Theft and Electrical and Mechanical breakdown cover for External Equipments

# What We pay

- **a.** If the Household Appliances and External Equipments of Your Home are physically lost/damaged by Burglary and Housebreaking including Theft and Electrical and Mechanical breakdown, We will at Our option,
  - i. reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or
  - ii. pay You the cost of replacing that item with a same or similar item, or
  - iii. repair the damaged item to a condition substantially the same as its condition at the time of damage.
- **b.** The maximum We will pay under this section is the Sum Insured shown in the Policy Schedule for this Cover. We will pay for that item after applying a depreciation of 10% per year subject to a maximum of 70%.
- **c.** Appliances shall be covered only upto the age of 10 years in respect of the loss, destruction or damage due to Electrical and Mechanical breakdown

#### Clause F. Exclusions (What We do not cover) for all covers under this policy

We do not cover losses and expenses for any loss or damage or destruction of the Insured Property that is directly or indirectly as a result of or is caused by or arising from events, stated below:

- 1. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
- 2. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- 3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
- 4. Pollution or contamination, unless
  - i. the pollution or contamination itself has resulted from an Insured Event, or
  - ii. an Insured Event itself results from pollution or contamination.
- 5. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self- heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed. (this exclusion shall not be applicable when electrical/mechanical breakdown optional cover is opted by paying additional premium)
- 6. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the policy.
- 7. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
- 8. Loss or damage to any Insured Property removed from Your Home to any other place.
- 9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 10. Any reduction in market value of any Insured Property after its repair or reinstatement.
- 11. Any addition, extension, or alteration to any structure of Your Home Building that increases its Carpet Area by more than 10% of the Carpet Area existing at the Commencement Date or on the date of renewal of this Policy, unless You have paid additional premium and such addition, extension or alteration is added by Endorsement.
- 12. Costs, fees or expenses for preparing any claim.
- 13. Appliances and External Equipments aged more than 10 years in respect of the loss, destruction or damage to appliances due to Electrical and Mechanical breakdown
- 14. Mobile Equipments aged more than 4 years
- 15. Gradually developing flaws, 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.

- 16. Loss of or 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, dowtherm) 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 material) and nonmetallic lining or coating of metal parts, under cover for Appliances and External Equipments
- 17. Loss of or damage to filters and membranes under cover for Appliances and External Equipments

#### **Clause G. Conditions**

#### (I) Your Obligations

#### 1. Make true and full disclosure in the proposal and related documents

- a You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by anyone else on Your behalf.
- b We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family, Your Home Building and Household Articles/ Appliances/Mobile equipments/External equipments. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, Your Home Building and Household Articles/ Appliances/Mobile equipments.

#### 2. Obligation to take care: You must:

- a keep Your Home Building and Household Articles/ Appliances/ Mobile equipments/External equipments in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs.
- b. take care to prevent theft, loss or damage to Your Home Building and Home Contents/ Appliances/ Mobile equipments/External equipments, and
- c. ensure that unauthorized persons do not occupy Your Home Building.
- 3. Inform change in circumstances: You must inform Us immediately if
  - a You change Your address,
  - b. You make any addition, alteration, extension to the structure of Your Home Building,
  - c. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You,
  - d. You change the use of Your Home Building.
- 4. Allow inspection and investigation of claim: You must allow and give full cooperation to the

survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building and Household Articles/ Appliances/ Mobile equipments/External equipments including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely and submit all relevant documents that We will require.

**5.** Make true statements and full disclosure in the claim and related documents You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.

# (II) Renewal of Policy

- 1. End of Policy: This Policy will expire at the end of the Policy Period.
- 2. Renewal is not automatic, We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of mis- representation, non-disclosure of material facts, fraud or non-co-operation on Your part.
- **3. Application for renewal:** If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

# (III) Cancellation and Termination of Policy

# 1. Cancellation of the Policy

The Company may at any time cancel the Policy on grounds of established fraud, by the Insured by sending 7 days' notice in writing by Registered A/D to the insured at his last known address in which case the Company shall not refund to the insured any portion of the premium.

The insured may at any time cancel this policy by informing the insurer and in such event, the Company shall allow refund of premium as detailed hereunder, after retaining premium at proportion premium for the period on risk subject to a minimum premium of Rs.50/-, provided no claim has occurred upto the date of cancellation:

i) Refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.

ii) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

# 2. Cancellation by Us:

- a We will not cancel the Policy during the policy period except on the grounds of misrepresentation, non-disclosure of material facts, fraud or non-co- operation on Your part.
- b In case of Total Loss of Your Home Building in a long term policy where You have decided not to reinstate Your Home Building in favour of a cash settlement of Your claim, We will cancel the policy for the remaining duration of the policy period. In such a case We shall refund the proportionate premium for the un-expired policy years after grossing up the premium paid by You towards long term discount, if any.

#### 3. Automatic termination of the Policy

This Policy will automatically end in the following cases:

a **Destruction of Your Home Building**: This Policy will automatically end 7 (seven) days after Your Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of Your Home Building, or any additional structure falls down or is destroyed by reason other than any Insured Event, the covers will end for such part or additional structure.

You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on the same rates, terms and conditions.

b. Exhaustion of Sum Insured: If Your Home Building, or any additional structure, or any item of Household Articles/ Appliances/ Mobile equipments/External equipments, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Policy will end.

#### c. Change of use of Your Home Building or Household Articles/Appliances

#### /Mobile equipments/External Equipments: The Policy will end

- i. if You change the use of Your Home Building from personal residence to any other purpose, or
- ii. if You use any item of Household Articles/Appliances/Mobile equipments/ External Equipments for use that is not personal.

# iii. Sale of Your Home Building or Household Articles/Appliances/ Mobile equipments/

**External Equipments:** This Policy will end when You sell, surrender or release Your interest in Your Home Building and/or Household Articles/Appliances/Mobile equipments/External equipments, or Your interest in the Home Building and/or Household Articles/Appliances/ Mobile equipments/External equipments comes to an end. The Policy will end to the extent any additional structure of Your Home Building or item of Household Articles/Appliances/ Mobile equipments/External equipments if You sell, surrender or release Your interest in such additional structure or item of Household Articles/Appliances/ Mobile equipments, or Your interest in these ends.

#### d. Effect of death

In the event of the unfortunate death of the Insured during the Policy Period, the Home Building Cover and the Household Articles/Appliances/ Mobile equipments/External equipments Cover that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

#### (IV) Claims Procedure

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost. The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

## 1. Immediate notice to Us

C.

a As soon as any physical loss or damage occurs to Your Home Building or Household Articles/Appliances/ Mobile equipments/External equipments due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.

- b You can give notice to any of Our offices or call-centres.
  - You must state in this notice
  - i. the Policy Number,
  - ii. Your name,
  - iii. details of report to the police that You made,
  - iv. details of report to any Authority that You made,
  - v. details of the Insured Event,
  - vi. a brief statement of the loss,
  - vii. particulars of any other insurance of Your Home Building or any of Your Household Articles/ Appliances/ Mobile equipments/External equipments,
  - viii. details of loss or damage under any Optional Cover or Add-ons,
  - ix. submit photographs of loss or physical damage, wherever possible.

#### 2. Steps to prevent loss and damage

- a You must take all reasonable steps to prevent further loss or damage to Your Home Building and Household Articles/Appliances/ Mobile equipments/External equipments.
- b. Until We have inspected Your Home Building and Household Articles/Appliances/ Mobile equipments/External equipments, and have given Our consent,
  - i. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
  - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity;
  - iii. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.

# 3. Immediate notice to Authorities

- a As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence/landslide/rockslide, You must inform the District Administration. In the event of acts of terrorism, You must inform the police.
- b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

# 4. Submit claim

a Claim form:

You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.

- i. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- b. We shall not 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. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

In the event of an incident that is covered and may give rise to a claim under this Policy, You must notify the Company immediately over phone or email us at care@royalsundaram.in or provide written intimation and shall within 14 days thereafter furnish to the Company detailed particulars including sequence of events leading to the loss and the amount of the loss or damage together with such explanation and evidence to substantiate the claim as the Company may reasonably require. Delay if any in submission of documents shall be considered based on merits of each case.

Lodge a complaint with the Police forthwith in the event of theft and Burglary and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.

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

Wherever necessary, the Company will appoint Surveyors/Investigators. The Company shall be entitled on your behalf 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, or of securing reimbursement in respect of the items lost and You shall at the Company's expense furnish all such assistance as may reasonably be required by the company in connection with such proceedings.

The documents required to substantiate a claim are given below coverage wise:

#### A) Fire claim

Duly completed Claim form Statement on sequence of incidents leading to loss First Information Report Paper cuttings or media reporting of the incident Fire Brigade Report (in case of Loss, destruction or damage by Fire)

Meteorological report (in case of Loss, destruction or damage by Flood, Storm, Cyclone) Title deed establishing the ownership of the property (for Building cover) Layout plan of the building / affected area (for Building cover) Details of firefighting arrangements Estimate for Repairs/ Replacement together with basis of arrival of the same Invoice/Bills/ Receipts Photographs . B) Flood and Inundation claims Claim form duly filled Report from the meteorological department Paper cutting or media report stating the incident Layout plan of the building / affected area Basis of arriving at the loss estimate Engineers' quotation for repair/construction Repair bills / Purchase bills

#### C) Rent for alternate accommodation/temporary resettlement

Claim form duly filled

Proof of occupancy at the alternate accommodation indicating duration of such accommodation Proof of rent paid for temporary accommodation

#### D) Loss of rent

Claim form duly filled Rental agreement signed with the tenant Statement from tenant confirming non-payment of rent due to uninhabitable state of the premises

#### E) Burglary claim

Duly completed Claim form Statement on sequence of incidents leading to loss together with details of items stolen First Information Report filed with Police showing item identifications like description of items, date of incident and estimate of loss Loss estimate and Basis of arriving at the loss estimate Invoice/Bills in original Final Police Report Non-traceable Certificate issued by Police authorities

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Newspaper cutting if any reporting the incident Letter of indemnity

# F) Machinery Breakdown claim

Duly completed Claim form Copy of purchase invoices Service Engineer's Report Original manufacturers/repairers technical report with repair estimate Photographs Invoice/Bills/ Receipts

#### G) Accidental Damage Insurance claim

Claim Form Statement on sequence of incidents leading to loss Original FIR Statement of witness Invoice/Bills

Non-traceable Certificate/Final Investigation Report

#### Payment of Claims :

All claims under this Policy shall be payable in Indian Currency Benefits payable under this policy will be paid within 15 days of the receipt of last necessary document. The Company shall be liable to pay any interest at 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed, for sums paid or payable under this Policy, upon

# 5. Establish loss

- a You must prove that the Insured Event has occurred, and the extent of physical loss or damage You have suffered with full details.
- b. When We request,

i. You must support Your claim for Home Building and/or Household Articles/Appliances/ Mobile equipments/External equipments with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.

- ii. You must allow Us, Our officers, surveyors or representatives to inspect the loss or damage to Your Home Building and/or Household Articles/Appliances/ Mobile equipments/External equipments, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
- iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.

c. For Optional Cover of Personal Accident, Death Certificate and Post Mortem report (wherever necessary) shall be submitted.

# 6. Fraudulent claim

If You, or anyone on Your behalf, make a false or fraudulent claim, or support a claim with any false or fraudulent statement or documents:

- i. We will not pay,
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and
- iii. We can also inform the police, and start legal proceedings against You.

# 7. Other insurance

- a If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- b. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- c. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- d We will ensure that Our actions do not impose any liability on You.

# 8. Recovery action by Us

- a When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building or Household Articles/Appliances/ Mobile equipments/External equipments. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this
  - i. without seeking Your consent,
  - ii. in Your name, and
  - iii. whether or not Your loss has been fully compensated.
- b. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- c. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

# **Clause H. Changes to covers**

- **a** You can choose to make changes to the covers of this Policy as may be permitted by Us, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where applicable.
- b. This Policy (including the Policy Schedule, the proposal, declarations and Endorsements) consists of the entire contract between You and Us.

#### Clause I. Applicability of Underinsurance

Underinsurance is applicable in Royal Sundaram Homeowners Insurance. Thus, if Your Sum Insured calculated on the basis of the information that You provided, is less than the actual value at risk by more than 20% then you shall be considered as being your own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

#### **Clause J. Other Details**

#### 1. Notices

- a We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- **b.** You will send any notice, letter, intimation or communication in writing to Us at Our branch office where You purchased this Policy. You can also send it at the address mentioned in the Policy Schedule.

#### **2.** Nomination for this Policy

You can nominate a person to receive the claim amount under this Policy in the event of Your death. You can make such nomination at the time You take the Policy, or later. You can also change the nomination at any time. You can make the nomination on Our nomination form available in Our office or from Our website: www.royalsundaram.in/Sitemap/BGR/NewNominationForm

# **3.** Applicable law and jurisdiction

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.

# **4.** Change in terms and conditions and premium during renewal including withdrawal/modification of product/premium rate

During renewal, the benefits provided under the policy and/or terms and conditions of the policy including product/premium rate may be withdrawn/modified subject to IRDAI regulations, in which case policyholders will be informed through a written communication 3 months prior to expiry of the policy. When the product 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.

#### **Clause K. Grievances**

We promise to provide the service you want, but sometimes mistakes can happen. If you're not satisfied with our service, we're here to make it right. Your satisfaction is our main concern, especially when things haven't gone as planned.

Step 1 : Please raise a complaint with us through our Online form, and we would come back to you with a response in 2 business days.

Step 2 : In case you are not satisfied with our online response or have not received any response in 2 business days, you may approach our office at the following address:

Customer Services Team

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers

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

Chennai - 600097

Call us at

1860 425 0000

1860 258 0000

Drop us an email

care@royalsundaram.in

Step 3: In case you are not satisfied with our online response or have not received any response in 2 business days, you may approach our office at the following address:

Customer Services Team

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers

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

Chennai - 600097

Senior Citizen Redressal :

9500413019

Grievance Redressal Officer :

Mr. T M Shyamsunder, 9500413094

Drop us an email manager.care@royalsundaram.in Senior Citizen can Write to us at seniorcitizengrievances@royalsundaram.in UIN: IRDAN102RPPR0003V01202425 Step 4 : In case you are not satisfied with our online response or have not received any response in 2 business days, you may approach our office at the following address:

Customer Services Team Royal Sundaram General Insurance Co. Limited Vishranthi Melaram Towers No.2/319 , Rajiv Gandhi Salai(OMR) Karapakkam, Chennai - 600097 https://www.cioins.co.in/Ombudsman Click here to view Office of the Executive Council of Insurers Drop us an email head.cs@royalsundaram.in

Step 5 : In case you are not satisfied with the decision/resolution of the Company, you may approach the

IRDAI Grievance Call Center

IRDAI Grievance Call Center

Insurance Regulatory & Development Authority of

India United India Tower, 9th floor, 3-5-817/818

Basheerbagh, Hyderabad- 500 029.

Contact Number: 040-66514888

Call us at

1860 425 0000

1860 258 0000

Drop us an email

gro@royalsundaram.in

#### **Clause L. Information about Us**

The Royal Sundaram General Insurance Co. Limited Address - Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai – 600097 **Web:** <u>www.royalsundarm.in</u> E-mail: care@royalsundaram.in

## **Standard Special Clause**

#### Agreed Bank Clause

If You have mortgaged, hypothecated or created any security over Your Home or any of its Contents/Appliances/ Mobile equipments/External equipments in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy Schedule under the title 'Agreed Bank Clause'. If You choose to add the name of such Bank at any time during the Policy Period, this will be shown as an Endorsement.

Under this Clause You agree as follows:

- i. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
- ii. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insured.
- iii. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
- **iv.** Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However, such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.
- V. If You make any change in the use of Your Home or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this clause, unless the condition has been broken by the Bank or its employees.
- vi. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank, and shall pay additional premium from the time of such change.
- vii. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

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

#### Terrorism Damage Cover Endorsement (Material Damage only) (Optional cover)

#### **INSURING CLAUSE**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion' of this Policy to the contrary, this

Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, 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 organization(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 cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority.

Provided that If the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

# LOSSES EXCLUDED

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. loss by seizure or legal or illegal occupation;

2. loss or damage caused by:

(i) voluntary abandonment or vacation,

(ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;

3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;

4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;

5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;

6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;

7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;

8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;

9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;

10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property

insured hereunder;

11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;

12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;

13. loss or increased cost as a result of threat or hoax;

14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or 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 action taken in respect of an act of terrorism;

15. loss or damage caused by mysterious disappearance or unexplained loss;

16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;

17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

# **LIMIT OF INDEMNITY**

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000 the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

# EXCESS\*

**Shops & Residential Risks**: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

**Non-Industrial Risks:** 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

**Industrial Risks:** 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

\*Whichever is applicable

# ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000 whichever is lower. In respect of several insurance policies with in the same compound /location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000.

# MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of terrorism occurring during the first 15 (fifteen) days from the date of granting such cover.

# SANCTION, LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of

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such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

#### **Exclusion Clause for Sanctioned Crude Oil**

Notwithstanding anything to the contrary contained herein, the cover provided under this policy expressly excludes any loss of and / or damage to crude oil in stocks sourced or purchased from any country or entity which is a target of sanction, prohibition or restriction to which any (re) insurer may be subject pursuant to the Sanctions and Embargo Clause (hereby referred to as Sanctioned Crude Oil).

In the event of a recoverable loss emanating from an area storing Sanctioned Crude Oil, which spreads and/or impacts other areas of the plant/ stock, subject at all times to the Sanctions and Embargo Clause cover shall be provided for all such areas of the plant/stock including the storage tanks where Sanctioned Crude Oil is stored and the non-Sanctioned Crude Oil in stock that may be in the same storage tank(s) and only the Sanctioned Crude Oil in stock will be excluded.

Subject always to the terms, conditions and exclusions of the policy, any processed product that contains Sanctioned Crude Oil shall, to the extent permitted under the Sanctions and Embargo Clause be covered under this policy.

To the extent permitted under the Sanctions and Embargo Clause if any (re) insurer is not able to cover and/or pay claim due the Sanctions and Embargo Clause, only that amount not payable due to the Sanctions and Embargo Clause shall be excluded.

In the event of a loss hereunder to crude oil stocks, the indemnity amount shall, to the extent permitted under the Sanctions and Embargo Clause, be calculated by making an adjustment to exclude Sanctioned Crude Oil in accordance with the latest import / blending log as maintained by the Scheduling and Planning department (or equivalent) at the Refinery location of the incurred loss.

# CANCELLATION CLAUSE

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled, pro-rate refund premium will be allowed.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

#### Annexure I

Council for Insurance Ombudsmen

The contact details of Insurance Ombudsman Office details are as below:

https://www.cioins.co.in/ContactUs

Council for Insurance Ombudsmen Address: Council for Insurance Ombudsmen, 3rd Floor, Jeevan Seva Annexe, S.V.Road,Santacruz (W), Mumbai - 400 054.

#### 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 care@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. Royal Sundaram General Insurance Co. Limited

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