

(formerly known as Royal Sundaram Alliance Insurance Company Limited)

Regd Office 21 Patullos Road, Chennai – 600 002.

Corporate Office: Vishranthi Melaram Towers, No. 2/319, Rajiv Gandhi

Salai (OMR), Karapakkam, Chennai - 600 097

Call: 1860 425 0000. Email - customer.services@royalsundaram.in

Website: www.royalsundaram.in

IRDA Registration No. 102 | CIN - U67200TN2000PLC045611

# **Point of Purchase Insurance Policy**

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

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

#### **DEFINITIONS:**

#### COVER PERIOD:

Cover Period shall mean the period during which the Insured Item is under this insurance cover. Cover Period will be one year from the date of purchase of the Insured Item.

POLICY PERIOD: One year as specified in the Schedule.

INSURED ITEM: Any item(s) manufactured/ marketed by the manufacturer specified in the Schedule that has been purchased by a retail consumer from any authorised outlet.

INSURED: Any retail consumer who buys an item manufactured or marketed by the manufacturer described in the Schedule during the Policy Period.

INSURED PERILS: The Company indemnifies physical loss or damage necessitating repairs and/or replacement resulting from:

- I. Fire
- II. Lightning
- III. Explosion/Implosion
- IV. Aircraft Damage
- V. Riot, Strike, Malicious and Terrorism Damage
- VI Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation
- VII Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/Road vehicle or animal by direct contact.

- VIII Subsidence and Landslide including Rock slide
- IX Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
- X Missile Testing operations
- XI Leakage from Automatic Sprinkler Installations
- XII Bush Fire
- XIII Theft/Burglary/Housebreaking following upon an actual forcible and violent entry to and/or exit from the premises.
- XIV Accidental external means.

**Extension:** On payment of Additional premium, this policy is extended to cover loss or damage due to any mechanical or electrical derangement or breakdown of the Insured item during the Cover Period.



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# **EXCEPTIONS**

The Company shall not be liable in respect of

- Damage caused by any process of cleaning dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth vermin, insects, rodents or mildew or any other gradually operating cause.
- 2. Loss or damage caused by mechanical or electrical derangement or breakdown of any Insured Item unless specifically insured as an extended peril.
- 3. Theft from any car except a car of the fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
- 4. 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, 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

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.

- 5. Any 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 by arising from
  - (a) ionising radiations or contamination by radioactivity from any source whatsoever.
  - (b) nuclear weapons material.
- 6. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
- 7. Consequential loss or legal liability of any kind.
- 8. 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.
- 9. Manufacturer's defect/Bad workmanship
- 10. Loss or damage due to small dents/scratches in normal use.
- 11. The loss or damage where any inmate or member or employees of the Insured's household or of his business staff or any other person lawfully on the premises in the course of the business is involved in the actual theft or damage to any of the articles or premises or where such loss or damage have been expedited or any way assisted or brought about by any such person(s).
- 12. Any other exceptions stated on the Schedule specifically.
- 13. This policy shall cease to attach:
  - (a) If the premises shall have been left uninhabited by day and night for 60 or more consecutive days and nights, while the premises are left uninhabited
  - (b) If the Insured shall cause or suffer any material alteration to be made in premises or anything to be done whereby the risk is increased.
  - (c) To any property the interest of the Insured in which shall pass from the Insured otherwise than by will or operation of law,.



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Unless in every case, the consent of the Company to the continuance of the Insurance is obtained and signified on the Policy.

#### **Insured's Contribution**

The Insured should contribute Rs.250/- on each and every claim arising during the Cover Period stated in the Schedule.

#### **SUM INSURED**

It is a requirement of this insurance that the sum insured of the item insured shall be equal to the cost of replacement of the insured item by a new one of the same specification and same capacity including duties and taxes as are applicable.

#### **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: The Insured shall give immediate notice thereof in writing to the nearest call centre of the manufacturer authorised Service Partner or the authorised dealer's shop from where the insured item was purchased with a copy to the Royal Sundaram Alliance Insurance Company Limited at the address mentioned on the Certificate of Insurance and lodge forthwith a complaint with the Police in case of loss by burglary or housebreaking or theft.
  - (a) The Insured shall tender to the Company all reasonably required information, assistance and proofs in connection with any claim hereunder.
- 5. Indemnity: The Company may at its own option reinstate, replace, repair or authorise repairer or service agent to repair the insured item lost or damaged or any part thereof instead of paying the amount of the loss or damage. The Company is not 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. Upon the payment of any claim for loss under this policy, the insured item or the part of insured item in respect of which the payment is made shall be handed over to the Company.
- 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 damage or liability the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss damage or liability.
- 8. Subrogation: The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the 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

# Royal Sundaram General Insurance

# ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED

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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 misrepresentation, fraud, non-disclosure of material facts on the Proposal Form or non-cooperation by the insured, by giving fifteen (15) days' notice in writing by courier/registered post/acknowledgement due post to the Insured at address recorded / updated in the policy. In the event of such cancellation on the grounds of mis-representation or fraud or non-disclosure of material facts, the policy shall be void, no refund of premium shall be made and no claim shall be payable under the policy. In the event of cancellation on the grounds of non-cooperation, the company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

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

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

11. **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.



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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.

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

- 14. Geographical Limit: Anywhere in India.
- 15. Transfer of Interest: Not allowed otherwise than by will or operation of law.

#### 16. Grievance Redressal Procedure:

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

- a. Any partial or total repudiation of claims by the Company.
- b. Any dispute regard to premium paid or payable in terms of the policy.
- c. Any dispute on the legal construction of the policies in so far as such disputes relate to
- d. Delay in settlement of claims.
- e. Non-issue of any insurance document to customer after receipt of the premium.
- f. Any other grievance.

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