ROYAL SUNDARAM INSURANCE
Sundaram Finance Group

ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED
Regd Office: 21, Patullos Road, Chennai 600 002.
Corporate Office: "Vishranthi Melaram Towers",2/319, Rajiv Gandhi Salai, Karapakkam, Chennai 600 097. Ph: 91-44-7117 7117, 1860 425 0000.
Email:customer.services@royalsundaram.in
Website:www.royalsundaram.in
IRDA Regn. No. 102|CIN-U67200TN2000PLC045611

PUBLIC LIABILITY POLICY (NON-INDUSTRIAL RISKS)

1. OPERATIVE CLAUSE:

Whereas the Insured named in the Schedule hereto and carrying on the business described in the said Schedule has applied to the Royal Sundaram General Insurance Co. Limited (hereinafter called 'the company') for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium as consideration for or on account of such indemnity.

NOW THIS POLICY WITNESSETH that subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against their legal liability to pay compensation including Claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law.

2. INDEMNITY:

The Indemnity only applies to claims arising out of accidents occurring in the Insured Premises during the period of insurance first made in writing against the Insured during the policy period and the Insured is indemnified in accordance with the Operative Clause for and / or arising out of Injury and / or Damage but only against claims arising out of or in connection with the business specified in the Schedule and not against claims arising out of or in connection with:

(a) Pollution howsoever caused unless specifically covered

(b) Any Product.

For the purpose of determining the indemnity granted

(a) 'Injury' means death, bodily injury, illness or disease of or to any person,

(b) 'Damage' means actual and / or physical damage to tangible property;

(c) 'Pollution' means pollution or contamination of the atmosphere or of any water land or other tangible property;

(d) 'Product' means any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.

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(e) 'Policy Period' means the period commencing from the effective date and hour and terminating at midnight on the expiry date as shown in the Policy Schedule.

(f) 'Period of Insurance' means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.

(g) 'Accident' means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.

3. a. **NOTIFICATION EXTENSION CLAUSE** :

Should the Insured notify the Company during the Policy period in accordance with General Condition 9.1 of any specific event or circumstance which the Company accepts may give rise to a claim or claims which form the subject of indemnity by this policy, then the acceptance of such notification means that the Company will deal with such claim or claims as if they had first been made against the Insured during the policy period. The extension under this Clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

b. **EXTENDED CLAIM REPORTING CLAUSE**:

In the event of non-renewal or cancellation of this Policy, either by the Company or by the Insured, the Company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the policy provided no insurance is in force during this extended reporting period of the same interest, for notification of claims for accidents which had taken place during the period of insurance but could not be made during the policy period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring policy period and are subject to the limits of indemnity and the terms, conditions and exceptions of the policy.

4. **INDEMNITY TO OTHERS** :

The indemnity granted extends to :

4.1 officials of the Insured in their business capacity arising out of the performance of their business or in their private capacity arising out of their temporary engagement of the Insured's employees;

4.2 the Officers, Committees and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacities as such;

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4.3 the personal representatives of the estate of any person who would otherwise be indemnified by this policy but only in respect of liability incurred by such person.

5. **CROSS LIABILITIES**:

Each person or party indemnified is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Insured) subject to Company's total liability not exceeding the limits of indemnity stated in the Schedule of the Policy.

6. **DEFENCE COSTS**:

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defense or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the Policy. Such costs, fees and expenses are called 'Defence Costs'.

7. **INDEMNITY LIMITS**:

Company's total liability to pay compensation, Claimant's costs, fees and expenses and defense costs shall not exceed the Indemnity limit stated in the Schedule. Indemnity Limit for any one accident applies to any one claim or series of claims arising from one originating cause. Indemnity Limit shall represent the total amount of Company's Liability during the Policy period.

7.1 **CLAIMS SERIES CLAUSE**

For the purpose of this policy where a series of and / or several bodily injuries and / or property damages are attributable directly or indirectly to the same cause all such bodily injuries and / or property damages shall be added together and all such bodily injuries and / or property damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause which are made later than 3 years after the first claim of the series.

7.2 **COMPULSORY EXCESS:**

The Insured shall bear a Compulsory Excess of ¼% of the limit of indemnity per any one accident subject to a minimum of Rs. 1000 and maximum of Rs.1,00,000/-. This Compulsory Excess shall be applicable to both (a) death / bodily injury and (b) property damage claims inclusive of defense costs arising out of any one accident.

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The Company's liability shall attach for the claim in excess of such Compulsory Excess (and Voluntary Excess, if any, opted by the Insured).

7.3 **VOLUNTARY EXCESS**:

In the event of the Insured opting, the policy shall be subject to a voluntary excess as mentioned in the schedule. This voluntary excess shall be applicable to both (a) death / bodily injury claims and (b) property damage claims inclusive of defence cost arising out of any one accident. The Company's Liability shall attach for the claims in excess of such compulsory and voluntary excess.

8. **EXCLUSIONS / EXCEPTIONS**:

This Policy does not cover liability

8.1 assumed by the Insured by agreement and which would not have attached in the absence of such agreement.

8.2 arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.

8.3 arising out of deliberate, willful or intentional non-compliance of any Statutory provision.

8.4 arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.

8.5 (a) arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation etc. and mental injury, anguish, or shock resulting therefrom;

(b) infringement of plans, copyright, patent, trade name, trade mark, registered design.

8.6 arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.

8.7 directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

8.8 directly or indirectly caused by or contributed to by

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(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

8.9 This Policy does not cover liability for claims arising out of:

the ownership, possession of, use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following;

(a) claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;

(b) claims arising beyond the limits of any carriage way or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;

(c) claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;

(d) claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.

8.10 transportation of materials and/or hazardous / dangerous substances outside Insured's premises unless specifically covered.

8.11 the ownership possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft.

8.12 damage to property owned leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than

(a) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work)

(b) employees' and visitors' clothing and personal effects.

(c) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.

8.13 Injury and / or damage occurring prior to the Retroactive Date in the Schedule.

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Provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company cannot agree when the injury or damage occurred, then

(a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury;

(b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.

8.14 the deliberate, conscious or intentional disregard of the Insured's technical or administrative management or the need to take all reasonable steps to prevent claims.

8.15 injury to any person under a contract of employment or apprenticeship with the Insured their contractor(s) and / or Sub-Contractor(s) when such Injury arises out of the execution of such contract.

8.16 Any accident(s) in respect of which Relief would lie under the Public Liability Insurance Act,1991 or any other statute that may come into force after the issue of this policy.

CONDITIONS :

9.1 The Insured shall give written notice to the Company as soon as reasonably practicable of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the Insured.

Documents required to be submitted by insured for Claim processing:

- Claim form,
- Detailed note on the event leading to the loss, Any Legal notice / summon received from the aggrieved party,
- Defense initiated from your end, if so what are the grounds, Post
- Mortem Report in case of Death Claim,
- Disability certificate in case of Disability claims,
- CKYC documents PAN, ROC certificate, Aadhaar, GST Registration Certificate etc.,
- Any other Document based on nature of claim

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9.2 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.

9.3 The Company will have the right, but in no case the obligations, to take over and conduct in the name of the Insured the defence of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the company in the defence settlement or payment of any claim will reduce the limits of indemnity specified in the Schedule of the policy.

In the event the Company, in its sole discretion, choose to exercise its right pursuant to this condition, no action taken by the company in the exercise of such right will serve to modify or expand in any manner, the company's liability or obligations under this policy beyond what the Company's liability or obligations would have been had it not exercised its rights under this condition.

9.4 The Insured shall give all such information and assistance as the Company may reasonably require.

9.5 The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this policy was effected and the Company may amend the terms of this policy according to the materiality of such change

9.6 The Company may at any time pay to the Insured in connection with any claim or series of claims under this policy to which an indemnity limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.

9.7 The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or the Schedule shall bear such specific meaning wherever it may appear. The terms and exclusions of this Policy (and any phrase or word contained therein) shall be interpreted in accordance with the Indian law.

9.8 The Insured shall keep accurate record of annual turnover, which term shall include all leviable duties and at the time of renewal of insurance declare such details as the Company may require. The Company shall at all reasonable times have full access to inspect such records.

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9.9 If at the time of happening of any event resulting into a liability under this Policy, there be any other public liability insurance or insurances effected by the Insured or by any other person covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability.

Multiple policies involving Bank or other lending or financing entity

If there is more than one insurance policy covering the same risk, the insurer will not apply contribution clause. Under insurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.

9.10 This Policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would, but for the existence of this policy, be insured by, any other Policy (but not Public Liability Policy) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy/Policies, had this Insurance not been effected.

9.11 Cancellation:

a. You can cancel this Policy at any time during the policy period by informing the Company.
b. We can cancel the Policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.
The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

9.12 In the event of liability arising under the Policy or the payment of a claim under this Policy, the Limit of Indemnity per any one year under the Policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances, it shall be permissible to reinstate the aggregate limit of indemnity to the original level even on payment of extra premium.

9.13 It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

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9.14 The Company shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by Insured or by any person on behalf of the Insured and/or if the insurance has been continued in consequence of any material mis-statement or the nondisclosure of any material information by or on behalf of the Insured.

9.15 Policy Disputes Clause

Any dispute concerning the interpretation of the terms, conditions limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agree to submit to the jurisdiction of any Court of competent jurisdiction within India and to comply with all requirements necessary to give such Court the Jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

Grievance Redressal Procedure:

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows

1. In case of any grievance You may contact the company through
Website: https://www.royalsundaram.in/customer-service
Contact Numbers: 1860 258 0000, 1860 425 0000
E-mail: manager.care@royalsundaram.in
Sr. Citizen can email us at: seniorcitizengrievances@royalsundaram.in
Fax: 044-7117 7140
Courier: Grievance Redressal Unit
Royal Sundaram General Insurance Co. Limited
Vishranthi Melaram Towers,
No.2/319, Rajiv Gandhi Salai (OMR) Karapakkam,
Chennai – 600097.

You may also approach the grievance cell at any of the company's branches with the details of grievance. If You are not satisfied with the redressal of grievance through one of the above methods, You may contact the grievance officer
Mr. T M Shyamsunder
Grievance Redressal Officer,
Royal Sundaram General Insurance Co. Limited,

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Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR),
Karapakkam,
Chennai – 600097.

For updated details of grievance officer, kindly refer the link http://www.royalsundaram.in.

If You are not satisfied with the redressal of grievance through above methods, the You may also

approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management system https://bimabharosa.irdai.gov.in.

2. Consumer Affairs Department of IRDAI

a. In case if it is not resolved within 15 days or if You are unhappy with the resolution, You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an e-mail to complaints@irdai.gov.in. You can also make use of IRDAI's online portal – Bima Bharosa Portal by registering Your complaint at https://bimabharosa.irdai.gov.in/

b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.

c. You can visit the portal https://bimabharosa.irdai.gov.in/ for more details.

3. Insurance Ombudsman

If the **Insured / insured member** is not satisfied with the redressal of grievance through above methods, the **insured / insured member** may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. You can approach the Council for Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers are available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in. For the updated list of the offices of the Insurance Ombudsman, request you to visit the website of the Council for Insurance Ombudsman at https://www.cioins.co.in/ombudsman or on our company website at www.royalsundaram.in. You can also lodge online complaint with the Council for Insurance Ombudsman through the website of Council for Insurance Ombudsmen (CIO) at www.cioins.co.in.

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Details of Insurance Ombudsman Offices				
S No	**Office of Insurance Ombudsman**	**Address**	**E-mail**	**Landline NOs.**
1	AHMEDABAD	Jeevan Prakash, 6th floor, Near S.V.College Relief Road, Tilak Marq, Ahmedabad- 380 001.Guiarat	oio.ahmedabad@cioins.co.in	079-25501201 079-25501202
2	BENGALURU	Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, No. 19/19 24th Main Rd, 1st Phase J.P.Nagar, Bengaluru- 560 078.	oio.bengaluru@cioins.co.in	080-26652048 080-26652049
3	BHOPAL	LIC of India Zonal Office Bldg. 1st Floor South Wing,Jeevan Shikha Opp. Gayatri Mandir 60-B Hoshangabad Road Bhopal-462 011	oio.bhopal@cioins.co.in	0755-2769201 0755-2769202 0755-2769203 0755-2769200
4	BHUBANESWAR	62, Forest Park, Bhubaneswar, PIN -751009.	oio.bhubaneswar@cioins.co.in	0674-2596455 0674-2596429 0674-2596003 0674-2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor LIC of India Bldq. SCO 20-27 Sector 17-A, Chandigarh -160 017	oio.chandiqarh@cioins.co.in	0172-2706468 0172-2773101 0172-2990938 0172-2706196 0172-2707468 0172-2772101 0172-2990942
6	CHENNAI	Fatima Akhtar Court 4th flr 453 (old 312), Anna Salai Teynampet Chennai 600 018	oio.chennai@cioins.co.in	044-24333668 044-24333678
7	IDELHI	2/2 A 1st Floor Universal Ins. Building Asaf Ali Road New Delhi-110 002.	oio.delhi@cioins.co.in	011-46013992
8	GUWAHATI	Jeevan Nivesh Bldg., 5th Floor, Near Pan Bazar S.S. Road, Guwahati-781001	oio.guwahati@cioins.co.in	0361-2631307 0361-2632204 0361-2732937 0361-2632205
9	HYDERABAD	6-2-46, 1st Floor, Moin Court Lane Opp.Hyundai Showroom, A.C.Guards, Lakdi-ka-pool Hyderabad 500 004	oio.hyderabad@cioins.co.in	040-23376991 040-23312122 040-23376599 040-23328709 040-23325325
10	JAIPUR	Jeevan Nidhi II, Ground Floor, Bhawani Singh Road, Ambedkar Circle , Jaipur -302 005	oio.jaipur@cioins.co.in	0141-2740363

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11	KOCHI	10th Floor, LIC Bidg, Jeevan Prakash Opp MaharajCollege Ground M.G.Road, Ernakulam, Kochi- 682 011	oio.ernakulam@cioins.co.in	0484-2358759 0484-2358734 0484-2358336
12	KOLKATA	7th Floor of Hindusthan Building (Annex), 4,C R Avenue Kolkata-700 072	oio.kolkata@cioins.co.in	033-22124339 033-22124341
13	LUCKNOW	leevan Bhavan Phase II, 6th Floor, Nawal Kishore Road, Hazratganj,Lucknow- 226 001	oio.lucknow@cioins.co.in	0522-4002082
14	MUMBAI	IIIrd Floor, Jeevan Seva Annexe S.V.Road, Santacruz West Mumbai-400 054	oio.mumbai@cioins.co.in	022-69038800 022-69038827/8829 022-69038831/8832 022-69038833
15	NOIDA	Bhagwan Sahai Palace, 4th flr Main Road, Naya Bans Sector 15, Noida-201301 Dist G.B.Naqar Uttar Pradesh	oio.noida@cioins.co.in	0120- 2514252 0120-2514253 0120-4027589
16	PATNA	2nd Floor Lalit Bhawan Bailey Road Patna- 800 001	oio.patna@cioins.co.in	1061-22547067 1061-22547068
17	PUNE	3rd Floor, Jeevan Darshan -LIC of India Bldg N.C. Kelkar Road, Narayan Peth, Pune- 411030.	oio.pune@cioins.co.in	020-24471175
18	THANE	2nd Floor, Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West),Thane- 400 604	oio.thane@cioins.co.in	022-20812868 022-20812869