



Contractual Liability Insurance

UIN IRDAN102CPLB0004V01202425

This **Policy** is a contract of insurance between **You** and Us based on the information shared by **You** or anyone authorized on **Your** behalf in the Proposal for this **Policy** or its preceding **Policy**/Policies of which this is a Renewal.

This **Policy** is effective when the agreed premium is received and upon the **Policy Schedule** is signed by an authorized representative of Royal Sundaram General Insurance Co. Limited.

Policy wording, **Policy Schedule** and any Endorsements thereto shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout unless specified otherwise.

The terms set out in this **Policy** and its Schedule(s) will be the basis for any claim under this Policy.

Words and phrases that appear in bold letters have, for the purpose of this Policy, a specific meaning which can be read in the Definitions section and shall have the same meaning wherever they appear in the Policy, including the Policy Schedule, or any subsequent endorsements. Where the context permits, references to any statutory enactment includes subsequent changes to the same and references to the singular shall include references to the plural, references to the male gender shall also include references to the female gender, and vice versa in both cases.

I. Definitions

1. **Contracting Party** means an individual or entity, as the case maybe, who has entered into a Contract with **You**.
2. **Contract** means written agreement entered by **You** with **Contracting Party** and is enforceable by law and is part of the Policy Schedule.
3. **Contract Period** means the Period mentioned in the Contract during which it remains valid.
4. **Covered Loss** means **Your** Financial Loss arising from a **Covered Risk** / Event precisely mentioned in the **Policy Schedule** within the Territorial Limit.
5. **Deductible** means the amount which is to be borne by **You** and is part of the **Policy Schedule** before any payment of claim made under this Policy.
6. **Depreciation** means reduction in value of product **insured** due to Ageing, Use, Wear & Tear or Obsolescence.
7. **Covered Risk / Event** means **Covered Risk** / Event as specifically mentioned in **Your** Policy Schedule.
8. **Illness** means a sickness or disease or pathological condition leading to impairment of normal physiological function caused to **Contracting Party** resulting from an Event and verified by a licensed practitioner.
9. **Limit of Indemnity** means the amount stated in **Your** **Policy Schedule** and endorsement, which shall be the **Company's** total liability under this **Policy** for any one claim and in the aggregate of all claims during the **Period of Insurance**.
10. **Period of Insurance** means the period between the **Policy** commencement date and **Policy** expiry date as



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specified in **Your Policy Schedule** and endorsement.

11. **Injury** means accidental physical injury, bodily harm including resulting death but excluding **illness** solely and directly caused to **Contracting Party** resulting from an Event and verified by a licensed practitioner
12. **Policy** means the document that provides the details of insurance provided, exclusions and other terms and conditions. It comprises of Policy wording, **Policy Schedule** and any annexure attached to it, Proposal form, Endorsements and the Contract.
13. **Policy Schedule** means the document that is part of **Your Policy** and includes details like **limit of indemnity**, premium amount, Event, Contract Details, **Period of Insurance** and Specific Terms & Conditions.
14. **Property Damage** means actual physical loss of or damage to tangible material property belonging to a **Contracting Party** resulting from an Event.
15. **You / Your / Insured** means the individual or entity, as the case maybe, who is named in the Policy Schedule.
16. **We / Our / Us / Company** means the Royal Sundaram General Insurance Co. Limited.

II. Insuring Clause

We will indemnify **You** against any liability under Contract(s) issued during the **Period of Insurance** for a Covered Loss specified in the **Policy Schedule** pursuant to such liability arising during the **Contract Period**.

Liability arising in respect of a Covered loss shall be subject to the extent of Limit of Liability and applicable Sub-limits, Salvage, **Depreciation** and **Deductible** specified in the **Policy Schedule** and to the terms, conditions, special conditions and exclusions of this Policy.

III. Standard Exclusions

Following shall be excluded under the **Policy** unless specifically covered and mentioned in the Policy Schedule.

1. The **Policy** will not cover Contracts which are:
 - a. Verbal or Oral
 - b. Unconditional or Deemed
2. No claim shall be made for contracts that cannot be quantified, measured, or assessed.
3. Any Unexplained Loss/Damage/Disappearance of the Product covered in the Contract.
4. Any liability arising due to unlawful act or illegal activities including criminal acts or intentional or fraudulent act by **You** or **Your** representative/employee or **Contracting Party** including Family member, domestic help, employee or staff member of **Contracting Party**.
5. Liability arising due to misuse, reckless, abusive, willful or intentional conduct associated with handling



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and use of the Product covered in the Contract.

6. Any obligation, commitment, or act that **Contracting Party** has not performed that he was supposed to perform as per the Contract terms.
7. Any liability arising due to decision or action or omission of **Your** employee/s including Director and **company** managers.
8. Any latent / inherent defect or Recall Campaign in the event of mass failure of the Products covered or any use other than in accordance with manufacturer's recommendation or use of any accessory which has not been approved by the manufacturer with the covered Product.
9. Any Pre-existing conditions in relation to damages or cosmetic loss or damage including but not limited to peeling of paint, scratches and dents that do not otherwise affect the functionality of the covered item.
10. Any product where identification could not be established at the time of claim as Identification Number has been altered, defaced or removed, except where product identification details could not be established due to damage by fire.
11. Any product that has been modified to alter its functionality or capability without the written permission of manufacturer.
12. Asbestos: This **Policy** does not cover any claim connected in any way with asbestos, or with any product or material containing asbestos.
13. Explosives: This **Policy** does not cover claim connected in any way with blasting operations or the handling or use of explosives.
14. Radioactive Contamination: This **Policy** does not cover claim directly or indirectly caused by, or contributed to, or arising from:
 - a. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or fission of nuclear fuel; or
 - b. radio-active toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
15. War: This **Policy** does not cover claim for any 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.
16. Professional Advice: This **Policy** does not cover claim arising out of **Your** giving or failing to give any professional advice inconsideration for a fee nor does it cover claim arising out of any error or omission in any such advice.
17. Specification, Formula or Design: This **Policy** does not cover claim arising directly or indirectly out of:
 - a. any design, plan, specification, formula or pattern that **You** provide for a fee; or
 - b. any error or omission associated with any such design, plan, specification, formula or pattern;



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18. Legal Liability This **Policy** does not cover any claim unless:

- a. **You** have expressly assumed it in Contract;
- b. the claim would not have attached in the absence of that Contract; and
- c. agreed by Us and mentioned in the Policy Schedule.

19. Penalties and Damages: This **Policy** does not cover claim for any:

- a. aggravated or exemplary damages irrespective of whether agreed in the Contract and/or that may be awarded by any Court of Law;
- b. any fine; or
- c. any liquidated damages or other penalty imposed under the terms of Contract, or any warranty or agreement.

20. Pollution: This **Policy** does not cover claim arising directly or indirectly out of the discharge, dispersal, release, escape, removal, nullification, cleaning up or any measures taken to prevent escape of any Pollutant; or

However, this exclusion does not apply where the discharge, dispersal, release or escape results from a sudden identifiable event:

- a. that **You** neither expected nor intended; and
- b. that took place in its entirety at a specific time and place.

'Pollutant' means any solid, liquid, gaseous, biological or thermal irritant or contaminant, including but not limited to dust, smoke, vapor, soot, fumes, chemicals, organisms or waste. 'Waste' includes but is not limited to any material destined to be recycled, reconditioned or reclaimed.

21. Breach of Contract: This **Policy** does not cover breach of Contract where

- a. liability is incurred through **Your** failure to arrange or maintain an insurance required by any law or statute; or
- b. liability arising on account of violation of any legal and/or regulatory provision; or
- c. any liability that would have been recoverable from another party but for **Your** release, waiver or limitation of that liability. However, this exclusion does not apply to any such waiver or limitation that is required by Contract.

22. Consequential Loss: This **Policy** does not cover claim arising as a consequence of "illness" and/or Injury" and/ or "Property Loss" and/or "financial loss" indemnifiable under this policy.

23. Design, Material and Workmanship: This **Policy** does not cover liability arising due to:

- a. any component part or individual item of property which is the subject of the Contract and which is defective in design, plan, specification materials or workmanship; or
- b. such property lost or damage to enable replacement, repair or rectification of the otherwise undamaged property excluded by (a). above.



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Note: Clause (a) above shall not apply to other parts or items of property which are the subject of the Contract and which are free from defect but are damaged in consequence thereof. For the purpose of the **Policy** and not merely this exclusion, property which is the subject of the Contract shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the property or any part thereof.

24. Injury to Employees: This **Policy** does not cover-

- a. liability for **Injury** to any Employee arising directly or indirectly out of the **Insured's** employment; or
- b. any claim arising under Employee's compensation legislation or under any industrial award or agreement or determination; or
- c. any claim that is or would be within the scope of any insurance cover mandated under any applicable law/regulation, irrespective of whether such insurance cover was maintained or not; or
- d. any claim connected with an Employee's contract of employment.

25. Cyber Loss: This **Policy** does not cover any liability assumed by **You** from Cyber Loss caused by or arising from **Your** Internet Operations. '

Internet Operations' means any of the following:

- a. the use of any electronic mail system by **You** or by anyone else at **Your** order or with **Your** consent; or
- b. access through **Your** network to the World Wide Web or a public Internet site by **You** or by anyone else at **Your** order or with **Your** consent; or
- c. access to **Your** internal **Company** information and computing resources that is made available through the World Wide Web; or
- d. the operation and maintenance of **Your** web site.

Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- a. the use or operation of any Computer System or Computer Network;
- b. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- c. access to, processing, transmission, storage or use of any Data;
- d. inability to access, process, transmit, store or use any Data;
- e. any threat of or any hoax relating to (a) to (d) above;
- f. any error or omission or accident in respect of any Computer System, Computer Network or Data.

Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the **Insured** or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.



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Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

Data means information used, accessed, processed, transmitted or stored by a Computer System.

26. Willful Act: Loss or damage caused by or arising out of willful act of Yourself or any person acting on **Your** behalf or **Contracting Party** including circumstances, facts or matters that **You** are or ought to be reasonably aware prior to the commencement of this Contract.
27. Any loss deemed contrary to public policy or which is uninsurable under Indian Law.
28. Any loss arising out of act of Terrorism.
29. Communicable Disease Exclusion

Notwithstanding any other provision, clause or term of this Policy to the contrary, this policy does not cover any claim, loss, liability, damage, cost or expense of any kind relating to, whether directly or indirectly and/or in whole or in part, a Communicable Disease and/or any fear or threat thereof (whether actual or perceived).

For avoidance of doubt: (1) no other prior, concurrent or subsequent provision, clause, term or exception of this policy (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this policy; (2) any change in the law clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or, (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this policy that would otherwise be excluded through the exclusion set forth in this clause.

If the Insurer alleges that by reason of this clause, any amount is not covered by this Policy, the burden of proving the contrary shall rest in the **Insured**.

N.M.A. 2915

Communicable Disease means any: infectious disease; contagious disease; communicable disease; and/or, any infectious, contagious or communicable substance (including (but not limited to) a virus, bacterium, parasite or organism or any mutation of any such things, whether living or not), regardless of the method of transmission (including (but not limited to) whether direct or indirect airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas) that causes, can cause or threatens: damage to human health; damage to human welfare; and/or, damage, deterioration, loss of value, marketability or loss of use to tangible or intangible property. For the avoidance of doubt Communicable Disease includes (but is not limited to) corona virus disease 2019 (COVID-19) and any mutation or variation thereof.

relating to' means: relating to; in connection with; arising under; arising out of; as a result of; as a consequence of; attributable to; contributed to by; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.



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IV. Conditions:

Conditions precedent to Policy issuance:

1. The respective Contract is provided to Us and attached to this Policy at inception of cover for each Contract.

Conditions applicable during the Policy period:

2. Alteration of Risk

You must immediately inform Us of any alteration/ addition/change in the information/design/ work methodology or **insured** Contract terms and conditions that differs from that previously disclosed to Us. **Our** liability will assume only if **We** have agreed in writing about the informed change.

3. Adjustment of Premium

We will adjust the premium on expiry of policy term for the difference between the premium collected and premium calculated on aggregate limit of liability declared to us during the Coverage Period.

Such adjustment will be subject to a minimum deposit of premium wherever agreed and specified in the policy schedule.

4. Inspection

You must allow Us or **Our** representative to inspect any Contract documents and to audit any financial or other records relevant to this insurance at any reasonable time.

5. Governing Law & Jurisdiction

Any interpretation of this **Policy** relating to its construction, validity or operation shall be made exclusively in accordance with the Indian laws.

All payments under this **Policy** will be made in Indian Rupees only.

6. Reasonable Care

Without exception, **You** and **Your** Employees must take all reasonable steps to prevent incurring any loss, damage or liability

7. Indian Contract Act 1872

A person or any entity who is not a party to this **Policy** shall have no rights under the Contracts (Rights of Third Parties) Act 2001 or any similar act, common law or any provision of law in any other jurisdiction to enforce any of its terms.



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Conditions for cancellation

8. Cancellation

Your Policy may be cancelled by **You** at any time by giving fifteen (15) days' notice to Us in writing. The cancellation will take effect from the date **We** receive **Your** notice. Premium refund will be as per the **Policy** terms agreed between **You** and Us.

You Policy may be cancelled by Us at any time by giving fifteen (15) days' notice to **You** in writing on the grounds of misrepresentation, fraud, on-disclosure of material facts or non-co-operation. The **Policy** will be cancelled without any refund in premium.

Your Policy will automatically be cancelled from the time **Your** business becomes insolvent or is wound up or is permanently discontinued or a liquidator, administrator, receiver, manager and / or trustee in bankruptcy is appointed to **You** or any of **Your** assets.

No refund of premium shall be due if the **Insured** has made a Claim under this Policy.

Conditions when a claim arises

9. Claim Conduct

In case of any Occurrence that may give rise to a claim under **Your Policy**, **You** must:

- a. inform us of this as soon as **You** can and in any event within a duration agreed and mentioned in the **Policy Schedule** of becoming aware of any such loss or damage. **We** may, at **our** sole discretion, condone the delay in notification of claim on merits based on the reason for delay furnished by **You** to Us in writing.
- b. provide such written documents and information as **We** may require and, if asked, include verification of particulars on oath; and
- c. take all steps within **Your** power to minimize the extent of loss, damage or liability;
- d. preserve any property affected and make it available for Us or **our** representatives; and
- e. inform the Police if the loss or damage has been caused by any act purporting to be an offence under the applicable laws; and forward to Us every letter, writ, summons and process in relation to **Your** claim as soon as **You** receive it; and
- f. advise Us in writing as soon as **You** receive notice of any prosecution or inquest that involves **You** and to **Your** claim; and
- g. provide any assistance that **We** may reasonably require.

10. Admission of Liability:

Unless **You** have obtained **Our** prior written consent on Covered Loss, neither **You** nor any of **Your** Employees, agents or others acting on **Your** behalf may:



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- a. admit liability, fault or guilt in connection with any Occurrence; or
- b. do anything that might be seen as an admission of liability, fault or guilt unless permissible in law; or
- c. settle any third party claim, even though it may be within the amount of the **Deductible**.

11. Subrogation

If **You** have a right to recover **Your** loss from any other party, then, on accepting liability and indemnifying **You** under **Your** policy, **We** will be entitled to exercise that right in **Your** name and for **Our** own benefit. This is called 'subrogation'. **You** must fully co-operate with us in exercising that right. If **You** are another party **insured** under this policy, **we** will not exercise subrogation against **You** as long as **You** have not forfeited **Your** right to indemnity under this policy.

12. Contribution

If at the time of any loss or damage, there is some other insurance policy, apart from this one, insuring the same liability, **We** shall not be liable for more than the rateable proportion of such loss or damage.

13. Fraudulent Claims

If any **Insured** shall give any notice or Claim cover for any Loss under this **Policy** knowing such notice or Claim to be false or fraudulent as regards amounts or otherwise, such Loss shall be excluded from cover under the **Policy**, and the Insurer shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this **Policy** in its entirety, and in such case, all cover for Loss under the **Policy** shall be forfeited, all premium shall be deemed fully earned and non-refundable and the Named **insured** shall reimburse the Insurer for any payments made under this Policy.

14. Arbitration:

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

15. Sanctions/Embargoes

We shall not be deemed to provide cover and provide any benefit hereunder to the extent that the provision of such cover, payment of such loss or claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United States of America and/ or any other applicable national



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economic or trade sanction law or regulations.

16. Claims Procedure:

In the event of loss of an **insured** event the insurance **company** must be informed through anyone of below means immediately-

1. Relationship officer / channel partner
2. Call Centre - 1860 425 0000
3. E-mail at care@royalsundaram.in
4. **Our** contact details are as follows:

Royal Sundaram General Insurance Co. Limited

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

During Intimation of claim, **insured** has to provide relevant information which includes **Policy** details and Loss details in the agreed format.

The company will assign a surveyor to investigate the claim and estimate the damage.

Documents to establish cause, extent, and adjustment of loss as per policy terms will be required to be submitted. In General, the following documents are required:

- ✓ 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 directly related to and based on nature of claim.

Conditions for Policy renewal

17. Renewal

The **Company** is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud of the **Insured**.



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Conditions for Grievance redressal

18. Grievance Redressal Procedure:

1. In case of any grievance the **insured** person 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

Senior Citizen Grievance Number - 9500413019

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.

Insured person may also approach the grievance cell at any of the **company's** branches with the details of grievance. If **insured** person is not satisfied with the redressal of grievance through one of the above methods, **insured** person may contact the grievance officer

Mr. T M Shyamsunder

Grievance Redressal Officer (GRO),

Royal Sundaram General Insurance Co. Limited,

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

GRO Contact Number – 9500413094

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

If **Insured** Person is not satisfied with the redressal of grievance through above methods, the **insured** person 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 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/>



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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

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in or of the Council for Insurance Ombudsmen at <https://www.cioins.co.in/ombudsman> or on **company's** website www.royalsundaram.in.