

### Introduction:

There are lacs of registered factories in India and thousands of them operate steam boilers, thermic fluid heaters, pressure cookers, and pressure storage tanks. The danger of explosion or mechanical failure is mounting everyday with the advancement of industrialisation. By the very nature of their operations, these machines are used under hazardous conditions. Any internal or external failure may lead to disastrous outcomes. Boiler and Pressure Plant Insurance (BPP Insurance) can be used as an important risk management tool by Indian businesses.

# Who can avail of "Boiler & Pressure Plant"?

Businesses such as hotels, hospitals, malls, and office buildings that use boilers for heating, hot water generation, or other processes, or any industry that relies on steam-generating boilers for various production processes can avail this insurance. Any organization that uses closed vessels or systems containing steam, gas, or fluid under pressure for its operations can avail this Insurance.

# What is the coverage under the policy?

We will indemnify the Insured against -

- 1. Damage (other than by fire) to the Boilers and/or other Pressure Plant described in the Policy Schedule
- 2. Damage (other than by fire) to the surrounding property of the insured described in the Schedule or to property held by the insured in trust or on commission or for which he is responsible
- 3. Liability of the Insured at law on account of
  - a. Death of or bodily injury to any person (other than a person under a contract of service or apprenticeship with the Insured sustaining death or bodily injury which arises out of and in the course of employment with the Insured)
  - b. Damage to property not belonging to the Insured nor held in trust or on commission nor for which he is responsible;

caused by and solely due to an Explosion or Collapse, as hereinafter defined of any Boiler or other Pressure Plant described in the Schedule occurring in the course of ordinary working.

Provided that the liability of the Company for any one item of the insured property and Third Party Liability shall not exceed in the aggregate in any one period of Insurance the Sum Insured set against such item in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for the balance period.

## What is the Sum Insured in the Policy?

The Sum Insured should be equal to the new replacement value of the Plant, which is inclusive of freight dues and customs duties, if any, and erection costs. The Sum insured needs to be declared by the insured for this insurance.

# What are the exclusions under the policy?

The company shall not be liable under this policy in respect of –

Loss damage and/or liability caused by or arising from or in consequences, directly or indirectly of Fire (arising
from explosion or collapse or any other cause whatsoever) including extinguishment of a fire or clearance of
debris and dismantling necessitated thereby, smoke, soot, aggressive substance lightning, theft, collapse of
buildings, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood,
inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God, impact of land borne,
waterborne, or airborne craft or other aerial devices and/or articles dropped therefrom.



- 2. a) War Invasion, Act of Foreign Enemy, Hostilities or War like operations (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Riot, Strike, Lock out and Malicious Damage, Civil Commotion, Military or Usurped power, Martial law, Conspiracy, Confiscation, Commandeering a group of Malicious Person or persons acting on behalf of or in connection with any Political Organisation. Requisition or Destruction or damage by order of any Government dejure or defacto or by any Public, Municipal or Local Authority.
  - b) Nuclear reaction, nuclear radiation or radioactive contamination.
- 3. Accident loss, damage and/or liability resulting from overload experiments or tests requiring the imposition of abnormal conditions.
- 4. Gradually developing flows, 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.
- 5. Defects due to the wearing away or the wasting of the materials of a Boiler or a Pressure Plant whether by leakage, corrosion or by the action of the fuel or otherwise the grooving or the fracturing of any of the parts of a Boiler or pressure plant or for deterioration generally or for the development of cracks blisters, lamination and other flaws or fractures, failures of joint within the range of steam or feed pipes, or for bulging and deformation due to overheating of tubes (unless such defects, fracture, failure or bulging result in explosion or collapse) or for the cracking of section of cast iron heating boilers or other vessels constructed of cast iron.
- 6. The failure of individual tubes in Boilers of the water tube locomotive or other multitubular types, in Super heaters or in Economizers (unless such defects result in explosion or collapse).
- 7. Loss or damage to the insured plant or property and/or liability arising during and occasioned by the application of steam hydraulic or any other test of this plant as specified by Inspecting Authority or otherwise.
- 8. Loss or damage and/or liability caused by or arising out of the wilful act or wilful neglect or gross negligence of the insured or his responsible representatives.
- 9. Liability assumed by the Insured by agreement unless such Liability would have attached to the Insured not withstanding such agreement.
- 10. Loss or damage and/or liability due to faults or defects existing at the time of commencement of this Insurance and known to the Insured or his responsible representatives but not disclosed to the Company.
- 11. Loss of use of the Insured's plant or property or any other consequential loss incurred by the Insured.
- 12. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or under contracts.

In any action, suit or other proceeding where the company alleges that by reason of the exceptions or exclusions above any loss destruction, damage or liability is not covered by this insurance, the burden of proving that such loss destruction, damage or liability is covered shall be upon the Insured.

## What is the Claims procedure?

Intimation: Insured can call 18602580000 /18604250000 or write to us at care@royalsundaram.in

**Submission:** The Claim documents to be submitted by the insured are given below:

- 1. Claim form
- 2. FIR/Final Report
- 3. Meteorological Report in case of Act of God Perils
- 4. Proof in support of the Cause of Loss/Operation of Insured peril
- 5. Books of Accounts
- 6. Stock Register
- 7. Repair/Reinstatement Bills
- 8. Proof of Reinstatement
- 9. CKYC documents PAN, ROC certificate, Aadhaar, GST Registration Certificate
- 10. Any other document: There may be specific requirements depending upon the merits of each case



<u>Process:</u> The company will assign a surveyor to assess and evaluate the loss. If the claim is found to be in order, as per the policy terms, conditions, or warranties, and does not fall under the policy exclusions, we will offer a settlement of the claim to the insured. The claim will be processed, and payment will be made by online fund transfer.

### Cancellation

This insurance may be terminated at any time at the request of the Insured in which case the Company will retain the premium calculated at the customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company by 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

## **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

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.

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

Mr. T M Shyamsunder

Grievance Redressal Officer,

Royal Sundaram General Insurance Co. Limited,

Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR),

Karapakkam, Chennai – 600097.

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

If Insured is not satisfied with the redressal of the grievance through above methods, the insured may also approach the office of Insurance Ombudsman of the respective area/region for redressal of the grievance as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management system <a href="https://bimabharosa.irdai.gov.in">https://bimabharosa.irdai.gov.in</a>.

## 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 <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a>
- 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 <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a> for more details.

### 3. Insurance Ombudsman

If the **Insured** is not satisfied with the redressal of grievance through the above methods, the **insured** 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 <a href="www.irdai.gov.in">www.irdai.gov.in</a>. For the updated list of the offices of the Insurance Ombudsman, request you to visit the website of the Council for Insurance Ombudsman at <a href="https://www.cioins.co.in/ombudsman">https://www.cioins.co.in/ombudsman</a> or on our company website at <a href="www.royalsundaram.in">www.royalsundaram.in</a>. You can also lodge online complaint with the Council for Insurance Ombudsman through the website of Council for Insurance Ombudsmen (CIO) at <a href="https://www.cioins.co.in">www.cioins.co.in</a>

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## Section 41 in the Insurance Act, 1938

#### 41. Prohibition of rebates

(1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer: Provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

Note: In case of any conflict, the terms and conditions mentioned in the policy document shall prevail.