

## **Introduction:**

This product protects businesses from financial loss when faced with legal liability for incidents - bodily injury, personal injury and property damage to a third party, caused by insured's employees or products or related to business operations, or injuries that occur on the business's premises. This policy provides protection even if the claim is filed years after the policy has expired, provided the incident happened during the policy period.

## **Who can avail of "Commercial General Liability"?**

CGL insurance is beneficial for virtually all types and sizes of businesses, including small businesses, retailers, contractors, manufacturers, healthcare providers, technology companies, and any business interacting with third parties or operating from a physical location.

## **What is the coverage under the policy?**

We protect the insured for bodily injury, property damage, advertising injury, and personal injury to a third party for which a company (policy holder/insured) is found to be legally liable.

1. **Coverage A Bodily Injury and Property Damage Liability:** We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. The payment will not exceed the limits of insurance mentioned in the policy schedule.
2. **Coverage B Persons and advertising Injury Liability:** We will pay those sums which the insured becomes legally obligated to pay as damages for "personal injury" or "advertising injury" resulting from the insured's business operations or advertising. The payment will not exceed the limits of insurance mentioned in the policy schedule.
3. **Coverage C Medical Payments:** We will pay medical expenses for any persons (other than insured's employee) for bodily injury caused by an accident: -
  - (1) On premises that is owned or rented by the insured
  - (2) On ways next to premises owned or rented by the insured
  - (3) Because of insured's operations

However, the accident takes place in the coverage territory and during the policy period.

## **Supplementary payments (Coverage A and B)**

We will pay, with respect to any claim we investigate or settle or any suit against an Insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the Insured in the suit.
- f. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have



paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

#### Examples

- A restaurant's employee mopped the floors and forgot to put up a caution sign to warn customers about the wet floors. The customer then slips and is injured.
- An overhanging lamp in a boutique falls on the head of a shopping customer, thereby causing injury.
- While a company does repair work on in its premises, a neighboring property sustains damage due to their operations.
- Chemical Manufacturing company during transportation accidentally spills the chemicals on the third party premises.

#### *What are the major exclusions under the policy?*

The Key exclusions under the policy are listed below:

- **Expected or Intended Injury:** Damages caused intentionally by the insured are not covered.
- **Professional Liability (Errors & Omissions):** Negligence in professional advice or services, like design errors by architects, is excluded.
- **Employer's Liability:** Injuries to employees while performing work duties are excluded, as these require Worker's Compensation.
- **Pollution:** Bodily injury or property damage arising from pollutants at the site is generally excluded.
- **Aircraft, Auto, or Watercraft:** Liability arising from the use of automobiles, aircraft, or watercraft is excluded, as it needs separate coverage.
- **Contractual Liability:** Liability assumed under a contract that would not exist otherwise is usually excluded, though there are exceptions for "insured contracts"

The policy wording may be referred to for the entire list of exclusions.

#### *What is the claims procedure?*

##### **Claim intimation:**

All notifications relating to Claims or circumstances must be in writing or sent by facsimile to  
Royal Sundaram General Insurance Co. Limited  
Vishranthi Melaram Towers", 2/319, Rajiv Gandhi Salai, Karapakkam, Chennai 600 097.

##### **Claim process:**

- The insurer will appoint a defense counsel for the settlement of claims who may seek for additional information/evidence or clarification
- The insured must fully cooperate with the insurer during the investigation process.
- The insured should not admit liability or incur costs without the insurer's prior written consent, as this may jeopardize coverage.
- It is important to keep us updated regarding the status of the claim and provide us with all relevant information (key correspondences).
- The claims will be settled as per the terms and conditions of the policy.

**Can I cancel the policy?**

- We may cancel this Policy by giving 30 days’ written notice of such cancellation to the last known address of the first named Insured and in such event we will return a pro rata portion (subject to retaining the minimum premium, if any, prescribed under the policy) for the unexpired Policy Period.
- This Policy may also be cancelled by you by giving 30 days’ written notice to us in which event we will retain premium at the short period scale stated below subject to retaining INR XXXXX or the minimum premium, if any, prescribed under the policy, whichever is higher, provided that there has been no Claim under the Policy during the Policy Period in which case no refund of premium shall be allowed.

**Short Period Scale**

Period (Not exceeding)	Rate
1 week	10% of the Annual rate
1 Month	25% of the Annual rate
2 Months	35% of the Annual rate
3 Months	50% of the Annual rate
4 Months	60% of the Annual rate
6 Months	75% of the Annual rate
8 Months	85% of the Annual rate
Exceeding 8 Months	Full Annual Premium

The payment or tender of any unearned premium by us shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

**Grievance Redressal Procedure:**

**Grievance Clause:** In case of any grievance, you may visit our website [www.royalsundaram.in](http://www.royalsundaram.in) or write to [care@royalsundaram.in](mailto:care@royalsundaram.in) or call 1860 258 0000/1860 425 000 and register your grievance. Escalation 1 :If you are not satisfied with the resolution provided or require any further assistance, you may escalate the matter to: [manager.care@royalsundaram.in](mailto:manager.care@royalsundaram.in). Escalation 2: If you feel your grievance has not been resolved satisfactorily, you may escalate further to: [head.cs@royalsundaram.in](mailto:head.cs@royalsundaram.in) , if you are not satisfied with the response you can approach our Grievance officer, the updated details of which are available on our website [www.royalsundaram.in](http://www.royalsundaram.in). If you are still unsatisfied you can approach IRDAI @[complaints@irdai.gov.in](mailto:complaints@irdai.gov.in) or IRDAI’s online portal – Bima Bharosa portal by registering your complaint at <https://bimabharosa.irdai.gov.in>. You can also approach the insurance ombudsman at <https://www.cioins.co.in/ombudsman>. Detailed grievance redressal procedures is available in our Policy wording and on our website.

**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.**