

Introduction:

Public Liability Insurance provides coverage for businesses against claims made by third parties for property damage or personal injury caused by the insured's actions. This insurance is essential for any business that interacts with the public, as it protects them from financial losses due to lawsuits or legal claims.

Who is providing the Coverage?

Royal Sundaram General Insurance Co. Limited is providing the coverage under this Policy.

Who needs "Public Liability Insurance Policy-Non Industrial"?

Business involved in Non-industrial risks such as Hotels, Motels, Club Houses, Hotels, Restaurants, Boarding and Lodging Houses, Cinema Halls, Auditoriums, Theatres, Public Halls, Pandals, Open Air theaters, Offices/Administrative premises, Medical establishments, Schools/Educational institutions, Libraries, Exhibitions and similar other non-industrial risks.

What is the coverage under the policy?

This policy covers all sums which the insured becomes legally liable to pay damages to a third party in respect of accidental death / bodily injury / illness / disease arising during the course of the Insured's business activities. The indemnity provided by the Public Liability Insurance typically includes legal fees, compensation for damages or injuries, and any other costs associated with defending a claim.

What is the claims process?

You should give a written notice to the Company at care@royalsundaram.in as soon as reasonably practicable of any claim made against you (or any specific event or circumstance that may give rise to a claim being made against you). The company will assign an Expert to investigate the claim and estimate the damage if necessary.

Documents required to be submitted by you 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
- KYC documents PAN, ROC certificate, Aadhaar, GST Registration Certificate Etc
- Any other Document based on nature of claim

All amounts expended by the Company in the defense settlement or payment of any claim will reduce the limits of indemnity specified in the Schedule of the Policy. The Court decides the liability amount and the same will be settled by the Insurance Company.

What is the cancellation process?

1. 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.
2. Your 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.

What are the exclusions under the policy?

This Policy does not cover liability

1. assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
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.
3. arising out of deliberate, willful or intentional non-compliance of any Statutory provision.
4. arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.
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.
6. arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
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. directly or indirectly caused by or contributed to by
 - (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.
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.



10. transportation of materials and/or hazardous / dangerous substances outside Insured's premises unless specifically covered.
11. the ownership possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft.
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.
13. Injury and / or damage occurring prior to the Retroactive Date in the Schedule.

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.
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.
 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.
 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

Grievance Clause:

In case of any grievance, you may visit our website www.royalsundaram.in or write to manager.care@royalsundaram.in or call 1860 258 0000/1860 425 000 and register your grievance. In case 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. If you are still unsatisfied you can approach IRDAI @ 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.

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