

Introduction:

Commercial General Liability (CGL) insurance is a globally accepted policy form and very important insurance cover for business that safeguards from claims arising due to their daily operations. It provides financial protection against legal expenses, settlements, and medical costs related to accidents, injuries, or property damage that occur on business premises or due to business operations or products.

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 offer the option of protection 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.

COVERAGE A – BODILY INJURY & PROPERTY DAMAGE LIABILITY: We will indemnify the insured for any claim made against the insured and intimated to us for

- a. Accidental Injury to persons
- b. Accidental Damage to Tangible Property (happening within the Geographical Limits in connection with the Business of the Insured)

The claim should be made during the policy period, and intimation should also happen during the policy period.

COVERAGE B PERSONAL INJURY & ADVERTISING INJURY LIABILITY: We will indemnify the insured for legal claims related to non-physical harms, such as libel, slander, invasion of privacy, and copyright infringement, which occur in the course of their advertising or business operations.

COVERAGE C – MEDICAL PAYMENTS: We will pay medical expenses as described below for accidental physical Injury caused by an accident:

- (1) On premises the Insured owns or rents;
- (2) On ways next to premises the Insured owns or rents; or
- (3) Because of the Insured's operations;

Provided that

1. that the location is under control, care and custody of the insured.
2. Occurs during the policy period
3. it is reported within 12 months from the date of accident
4. The injured person submits to examination, at the Insurer's expense, by physicians of the Insurer's choice as often as The Insurer reasonably require

COVERAGE D – TENANTS' LEGAL LIABILITY: This insurance applies only to accidental Property Damage to structures or portions thereof including fixtures permanently attached to which is rented to the Insured or occupied by the Insured

Examples COMMERCIAL GENERAL LIABILITY PROTECTION

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 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 exclusions under the policy?

COVERAGE A

The Company shall not be liable in respect of

- a. **Expected or Intended Injury**
Injury or Damage expected or intended from the standpoint of the Insured. This exclusion does not apply to Injury resulting from the use of reasonable force to protect persons or Property
- b. **Contractual liability**
Injury or Damage which the Insured is liable to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 (1) That the Insured would have in the absence of the contract or agreement; or
 (2) Assumed in a contract or agreement that is an Incidental contract, provided the Injury or Damage occurs subsequent to the execution of the contract or agreement.
- c. **Liquor Liability**
Injury or Damage for which any Insured may be held liable by reason of:
 (1) Causing or contributing to the intoxication of any person;
 (2) Serving or furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 (3) Violating any statute, ordinance or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.
 This exclusion applies even if the claims against any insured allege negligence or other wrong doing in :
 a) The supervision, hiring, employment, training or monitoring of other by that insured; or
 b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;
 if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in (1), (2) or (3) above.
 However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages
- d. **Employer's Liability, Workmen's compensation and similar laws** Injury to an Employee of the insured arising out of and in the course of employment by the Insured or performing duties related to the conduct of Insured's Business or any claim arising under Workmen's Compensation law or similar statutes or laws.
- e. **Vehicles, Locomotives Aircraft or Watercraft**
Injury or Damage arising from or out of the ownership possession or use by or on behalf of the Insured of any
 (1) mechanically propelled vehicle other than legal liability arising out of
 i) the use of plant as a tool of trade on site
 ii) the use of plant at the premises of the Insured
 iii) the loading or unloading of any vehicle
 except where indemnity is provided by any motor insurance contract or where insurance is required by law

- (2) aircraft or other aerial device
- (3) aero spatial device
- (4) hovercraft
- (5) water-borne craft
- f. Damage to Property Damage to
 - (1) any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of support
 - (2) Property owned leased rented or occupied by the Insured
 - (3) Property held in trust by or in the custody or control of the Insured other than premises at which the Insured is undertaking Work in connection with the Business
 - (4) that part of any Property worked upon by the Insured or any person acting on behalf of the Insured which arises out of such work except as provided for under the Products – completed operations Hazard
- g. Damage to Products & Works
 - (1) Damage to any Product supplied or contract work executed by the Insured where such Damage is due to any defect therein or the unsuitability thereof
 - (2) the costs of recall removal repair alteration replacement or reinstatement of any Product supplied or contract work executed by the Insured arising out of or necessitated by any defect or potential or alleged defect in such Product or contract work
 - (3) the costs of remedying any defect or alleged defect in premises sold or otherwise disposed of by the Insured except as provided for under the Products – Completed operations Hazard
- h. Damage to Impaired Property or Property not physically Injured Damage to Impaired Property or Property that has not been physically injured, arising out of:
 - (1) A defect, deficiency, inadequacy or dangerous condition in Insured Product or Work; or
 - (2) A delay or failure by Insured or anyone acting on Insured's behalf to perform a contract or agreement in agreement in accordance with its terms.

This exclusion does not apply to the Loss of use of other Property arising out of sudden and accidental physical Injury to Insured Product or Work after it has been put to its intended use.
- i. Fines or Penalties: Claims and Loss arising out of:
 - (1) fines or penalties
 - (2) aggravated exemplary or punitive damages
- j. Personal and Advertising Injury
 - Injury arising out of Personal and Advertising Injury.

COVERAGE B

This Insurance shall not apply to:

- a. Personal and Advertising Injury
 - (1) Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the Insured with knowledge of its falsity;
 - (2) Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the Period of Insurance;
 - (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured; or
 - (4) For which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for Damage s that the Insured would have in the absence of the contract or agreement.
 - (5) Arising out of any offence committed by any Insured whose Business is advertising, broadcasting; video production; publishing; telecasting, the provision of telecommunications services or the provision of Internet or other information exchange Products or services
 - (6) Arising out of the distribution or display of "data", by means of an Internet The Company website, the Internet, an intranet extranet, or similar device or system designed or intended for electronic communication of "data".



b. Advertising Injury

- (1) Arising out of a breach of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon breach of implied contract.
- (2) Arising out of an actual or alleged infringement of copyright, patent, trademark, service mark, trade secret, trade name title or slogan
- (3) Arising out of an incorrect description or mistake in advertised price of goods, Products or services sold, offered for sale or advertised;
- (4) Arising out of a failure of goods, Products or services to confirm with advertised quality or performance.

COVERAGE C

The Insurer will not pay expenses for accidental physical Injury:

- a. To any insured
- b. To a person hired to do work for or on behalf of any Insured or a tenant of any Insured
- c. To a person injured on that part of premises the Insured owns, or rents that the person normally occupies
- d. To a person, whether or not an Employee of any Insured, who at the time of Injury is entitled to benefits under any workers compensation or disability benefits law or similar law.
- e. To a person injured while taking part in athletics
- f. The payment of which is prohibited by law

COVERAGE D

This insurance does not apply to:

- a. Property damage expected or intended from the standpoint of the Insured
- b. Property damage arising out of liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement
- c. Property damage due to wear and tear, gradual deterioration, normal upkeep, latent defect, or inherent vice

General Exclusions

This Insurance does not apply to:

- a. PROFESSIONAL LIABILITY:
 - (1) Claims arising out of a breach of the duty owed in a professional capacity by the Insured
 - (2) Claims arising out of advice design formula or specification provided for a fee
- b. POLLUTION LIABILITY
 - (1) Injury or Damage directly or indirectly caused by or arising out of Pollutants unless caused by or arising out of an identifiable unexpected and accidental release (including discharge dispersal seepage migration and escape) of Pollutants which commences during any Period of Insurance and is
 - a) detected within 7 days of its commencement and
 - b) reported to the Company within 7 days of its being detected

For the purposes of this Policy the commencement of any intermittent release shall be deemed to be at the start of the first release of the series

 - (2) Claims and Loss arising out of any obligation on the Insured or others to test for monitor clean up remove contain treat detoxify or neutralise or in any way respond to or assess the effects of Pollutants on structures premises sites or land currently or previously owned occupied used by or under the control of the Insured where the obligation arises out of such ownership occupancy use or control by the Insured.

c. **TERRORISM:**

(1) Injury or Damage directly or indirectly caused by resulting from or in connection with any Act of Terrorism regardless of any other cause or Event contributing concurrently or in any other sequence to such Injury or Damage

(2) Injury or Damage directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any Act of Terrorism For the purposes of this Exception Act of Terrorism shall mean an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for or in connection with political religious ideological ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

d. **ASBESTOS:**

(1) Injury directly or indirectly caused by arising out of or in any respect based upon or related to

- a. the inhalation ingestion or bodily absorption of Asbestos
- b. any actual or suspected exposure to Asbestos

(2) Damage directly or indirectly caused by arising out of or in any respect related to Asbestos

(3) the cost of cleaning up removal repair alteration recall replacement or reinstatement of any Property or part thereof arising out of the presence of Asbestos or any material containing Asbestos For the purposes of this Exception Asbestos shall mean all categories varieties and forms of asbestos together with fibres and particles thereof and shall include but not be limited to chrysotile and all asbestiform amphiboles including crocidolite amosite actinolite anthophyllite tremolite richterite and winchite.

e. **ABUSE:**

Any Claims made against the Insured directly or indirectly arising out of, or on account of, resulting from or relating to any actual or threatened Abuse.

f. **ELECTRONICALLY STORED DATA:**

Claims arising out of

(1) Damage to Electronically Stored Information

(2) any error in creating amending entering deleting or using Electronically Stored Information

(3) the total or partial inability or failure to receive send access or use Electronically Stored Information As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

g. **RETROACTIVE DATE:**

Any Claims arising out of Injury or Damage happening before the retroactive date stated in the schedule

h. **ELECTROMAGNETIC RADIATION:** The Company shall not be liable in respect of Injury or Damage caused by or arising out of or allegedly due to exposure to or contact with Electromagnetic Radiationi. **FUNGI**

Any Claims made against the Insured directly or indirectly arising out of, or on account of, resulting from or relating to fungi or spores.

For the purpose of this exclusion, Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom, mildew, wet or dry rot, or bacteria whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spores or resultant mycotoxins, allergens, or pathogens. Spores includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.

- j. NUCLEARLIABILITY: any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- (1) nuclear weapons material
 - (2) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel For the purpose of the Exception combustion shall include any self-sustaining process of nuclear fission.
- k. WARRISKS 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
- l. GENETICALLY MODIFIED ORGANISMS (GMO)
- Any claims or losses arising directly or indirectly from Genetically Modified Organisms ("GMOs"). For the purposes of this exclusion, GMOs shall mean and include: organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change and shall also mean and include every biological or molecular unit with self-replication potential. or biological or molecular unit with self-replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change.
- In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any State, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing.
- m. TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY (TSE)
- Any claims or losses arising directly or indirectly out of transmissible spongiform encephalopathy (TSE) including but not limited to bovine spongiform encephalopathy (BSE) or new variant Creutzfeldt-Jakob disease (vCJD) n. Acquired Immune Deficiency Syndrome (AIDS) Any claims or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by Human TCell Lymphotropic Virus Type III (MTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind howsoever it may be named.

Cancellation

This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at 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, on 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 the 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 <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/>
- 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** is not satisfied with the redressal of grievance through the above methods, the **Insured** may also approach the office of the Insurance Ombudsman of the respective area/region for redressal of grievance as per the Insurance Ombudsman Rules 2017. You can approach the Council for Insurance Ombudsman depending on the nature of the grievance and financial implications, 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. For the updated list of the offices of the Insurance Ombudsman, we 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 an online complaint with the Council for Insurance Ombudsman through the website of the Council for Insurance Ombudsmen (CIO) at www.cioins.co.in



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.