

## Introduction:

Product liability insurance protects businesses from financial loss resulting from claims of injury or property damage caused by a defective product they manufacture sell or distribute.

## Who is providing the Coverage?

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

## Who needs "Product Liability" Insurance?

Any business that manufactures, distributes, or sells products is at risk. This is particularly true for industries such as, Food and Beverages, Electronics, pharmaceuticals, consumer goods and Beauty and cosmetology.

## What is the coverage under the policy?

This policy covers all sums (inclusive of defense costs) which the insured becomes legally liable to pay as damages as a consequence of:

1. accidental death/ bodily injury or disease to any third party.
2. accidental damage to property belonging to a third party.

arising out of any defect in the product manufactured by the insured and specifically mentioned in the policy after such product has left the insured's premises.

## What is the claims process?

You should give a written notice to the Company at [care@royalsundaram.in](mailto: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?

The Company may at any time, by giving 7 days' notice in 'writing, terminate. This Policy, provided that the Company shall in that case return to the Proposer, premium less a pro-rata part thereof for the portion of the current insurance period, which shall have expired. Such notice shall be deemed sufficiently given, if posted by Registered post and addressed to the Proposer at the address mentioned in the Policy.

### What are the exclusions under the policy?

The Company shall not be liable in respect of

1. Injury or Damage caused by or arising in connection with the ownership possession or use by or on behalf of the Insured of mechanically propelled vehicles locomotives aircraft aerial devices Aero spatial devices hoverc19ft or water borne craft
2. Injury to any Employee or any claim arising under any Workmen's Compensation law
3. claims arising out of liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement
4. claims arising out of advice design formula or specification provided for a fee
5. claims arising out of
  - a) Damage to Electronically Stored Information
  - b) any error in creating amending entering deleting or using Electronically Stored Information
  - c) the total or partial inability or failure to receive send access or use Electronically Stored Information
6. 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
7.
  - a) 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
  - b) 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
8. claims arising out of Injury to persons or Damage to Tangible Property happening before the Retroactive Date
9.
  - a) fines or penalties
  - b) aggravated exemplary or punitive damages
10.
  - a) Injury directly or indirectly caused by arising out of or in any respect based upon or related to
    - i. the inhalation ingestion or bodily absorption of Asbestos
    - ii. any actual or suspected exposure to Asbestos
  - b) Damage directly or indirectly caused by arising out of or in any respect related to Asbestos

c) 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

11. any legal liability of whatsoever nature directly or Indirectly caused by or contributed to by or arising from
- a) nuclear weapons material
  - b) ionising 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
12. 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
13. a) 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
- b) 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

14. Electromagnetic Radiation Exclusion

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 Radiation

#### 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](mailto:manager.care@royalsundaram.in)  
Sr. Citizen can email us at: [seniorcitizengrievances@royalsundaram.in](mailto: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](mailto: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](http://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](http://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](http://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.**