



PRODUCT LIABILITY POLICY

UIN: IRDAN102CP0026V01100001

This is a "Claims Made" Policy. This Policy covers only claims notified to the Company during the Period of Insurance. The Limit of Indemnity applies to all damages and costs and expenses including those incurred by both "the Insured and the Company

This Policy the Schedule and any Memoranda attached to this Policy provide the details of a single contract of insurance between the Company as one party and all persons and legal entities named as the Insured as the other party

Please read and check the details of this Policy carefully to ensure its accuracy and see that it meets your requirements

This Policy the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout

The Insured and the Company agree

1. The Proposal shall be incorporated in and be the basis of the contract
2. The Insured will pay the Premium
3. The Company will subject to the terms of this Policy provide the Insurance
4. The following shall be conditions precedent to any liability of the Company
 - a) observance of the terms of this Policy relating to anything to be done or complied with by the Insured
 - b) the truth of the Proposal

Definitions

For the purposes of this Policy

1. Damage shall mean physical loss or damage and shall include all resultant loss of use of anything physically lost or damaged
2. Electronically Stored Information shall mean code data files formulae Instructions programs and any other type of information stored electronically in or on any computer server embedded system or other electronic equipment or on any form of Media for use with such equipment Media shall Include but not be limited to software firmware and all formats of compact disks and computer disks



ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED

Regd. Office: 21, Patullos Road, Chennai 600 002.

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Ph: 91-44-7117 7117, 1860 425 0000.

Email: customer.services@royalsundaram.in

Website: www.royalsundaram.in

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3. Employee shall mean any
 - a) person under a contract of service or apprenticeship with the Insured
 - b) person hired to or borrowed by the Insured
 - c) self-employed person
 - d) person employed by labour only sub-contractors while working for the Insured in connection with the Business
4. Geographical Limits shall mean
 - a) Territory of India
 - b) Elsewhere in the world (Other than USA/Canada) but only in respect of Injury or Damage which arises out Products supplied by the Insured from the Territory of India
5. Injury s all mean bodily injury disease or illness including death resulting therefrom.
6. Loss shall mean
 - a) damages claimant's costs and expenses for which the Insured is liable at law and
 - b) other costs and expenses incurred either by the Company or by or on behalf of the Insured with the Company's written consent
7. Pollutants shall mean any solid liquid gaseous or thermal irritant or contaminant and the like including but not limited to smoke vapour soot fumes acids alkalis bacteria chemicals sewage and waste includes materials to be recycled reconditioned or reclaimed
8. Products shall mean all goods or products supplied by the Insured together with containers packaging and instructions supplied therewith as described in Insured's Business in the Policy Schedule.
9. Proposal shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor



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10. Tangible Property shall mean property of a tangible form other than Electronically Stored Information

Insurance

The Company will indemnify the Insured against Loss arising from any claim first made against the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance in respect of

a) accidental Injury to persons

b) accidental Damage to Tangible Property

happening within the Geographical Limits and arising out of any Product supplied by the Insured in the normal course of the Business

Limit of Indemnity

The total amount payable by the Company under this Policy for Loss in respect of all claims made against the Insured during the Period of Insurance shall not exceed the Limit of Indemnity irrespective of the number of parties entitled to indemnity under this Policy

Exceptions

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 Aerospace devices hovercraft 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



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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



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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



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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

Extension

The following shall be indemnified subject to the Limit of Indemnity in this Policy as if a separate policy had been issued to each

1. the personal representatives of the Insured in respect of liability incurred by the Insured
2. if the Insured so requests any director or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply

General Conditions

1. Duty of Care

The Insured shall take reasonable precautions to prevent Injury and Damage and to comply with all obligations and regulations set out in any legislation applicable or imposed by any authority

2. More Than One Named Insured

The first named Insured shall act on behalf of itself and all other persons or legal entities named as the Insured for all purposes of this Policy

If the first named Insured ceases to be covered under this policy, the next named Insured shall thereafter be regarded as the "first named Insured"

3. Premium Adjustment

If any part of the Premium or Renewal Premium is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relative particulars and shall allow the company to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish such Information as the Company may require. The Premium or Renewal Premium shall thereupon be adjusted and the difference paid by or allowed to the Insured



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4. Cancellation

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

5. Policy Dispute Clause

It is hereby agreed to by the parties herein to the contract that any dispute regarding interpretation of the terms, conditions, limitations and/or exclusions shall always be subjected to Indian Law and each Party agree to submit to the jurisdiction of any Court of competent jurisdiction within India and comply with all requirements necessary in such Court of jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court only.

Extension of Period of Insurance

If the Company refuses to invite renewal of this Policy for reasons other than noncompliance with the terms of this Policy, the Period of Insurance due to expire upon the Renewal Date shall be extended for an uninterrupted period of one year in respect of claims arising out of any event or circumstance reasonably expected to give rise to claims which was notified to the Company in writing by the Insured under this Policy at any time prior to the commencement date for this Extension.

Provided that this Extension shall not apply in respect of

- a) any claims or loss indemnifiable under any subsequent insurance arranged by the Insured
- b) claims excluded under Exception 8

Claims Conditions

1. Reporting of any Incident by the Insured

When the Insured becomes aware of any event or circumstance, which may give rise to a claim (regardless of any Excess) the Insured must notify the Company Immediately in writing with full particulars

The notification of any such event or circumstance does not constitute notice of a claim



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2. claims Correspondence

Every letter claim writ summons and process shall be forwarded to the Company on receipt Written notice shall also be given to the Company immediately the Insured shall have knowledge of any prosecution or inquest in connection with any event for which there may be liability under this Policy

3. Conduct of Claim

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim and shall have full discretion in the conduct of any proceedings and In the settlement of any claim The Insured shall give all such assistance as the Company may require

4. Limit of Company's Liability

The limit of Indemnity together with all other limits of the Company's liability stated in the policy the Schedule or any Memoranda attached to the Policy shall be the maximum amount payable by the Company in the circumstances described irrespective of the number of persons or legal entities named as the Insured and any other persons or legal entities which may be entitled to indemnity under this Policy

For the purposes of the Limits of Indemnity and all other limits of the Company's liability all persons or legal entities named as the Insured together with any other persons or legal entities which may be entitled to indemnity under this Policy shall be treated as one party •

5. Company's Option

In connection with any claim or series of claims made against the Insured consequent on or attributable to one source or original cause the Company may at any time after the deduction of any Excess pay to the Insured the Limit of Indemnity (after deduction of any sums already paid for loss) or any less amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith



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6. Contribution

If at the time of any claim there is or but for the existence of this policy, there would be other insurance covering the same liability the indemnity provided by this Policy will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected

The Company shall not be liable for the first in respect of Damage to Tangible Property for one claim or all claims of a series consequent on or attributable to one source or original cause

Memoranda

Signed at

on

For the Company

Royal Sundaram Alliance Insurance Company Limited



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It is hereby agreed to by the parties herein to the contract that any dispute regarding interpretation of the terms, conditions, limitations and/or exclusions shall always be subjected to Indian Law and each Party agree to submit to the jurisdiction of any Court of competent jurisdiction within India and comply with all requirements necessary in such Court of jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court only.

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Provided that this Extension shall riot apply in respect of

- a) any claims or Loss indemnifiable under any subsequent insurance arranged by the Insured
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1. Reporting of any Incident by the Insured

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The notification of any such event or circumstance does not constitute notice of a claim

2. Claims Correspondence

Every letter claim writ summons and process shall be forwarded to the Company on receipt Written notice shall also be given to the Company immediately the Insured shall have knowledge of any prosecution or inquest in connection with any event for which there may be liability under this Policy



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3. conduct of Claim

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute In the name of the Insured for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim The Insured shall give all such assistance as the Company may require

4. Limit of Company's Liability

The Limit of Indemnity together with all other limits of the Company's liability stated in the policy the Schedule or any Memoranda attached to the Policy shall be the maximum amount payable by the Company in the circumstances described irrespective of the number of persons or legal entities named as the Insured and any other persons or legal entities which may be entitled to indemnity under this Policy

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5. Company's Option

In connection with any claim or series of claims made against the insured consequent on or attributable to the source or original cause the company may at any time after the deduction of any excess pay to the insured limit of the indemnity (after deduction of any sums already paid for loss) of any less amount for which such claims can be settled and thereupon the company shall relinquish the control of such claims and be under no further liability in connection therewith.

ARBITRATION

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Clause J. Grievances

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

1. Our Grievance Redressal Officer



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1. In case of any grievance You 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.

You may also approach the grievance cell at any of the company's branches with the details of grievance. If You are not satisfied with the redressal of grievance through one of the above methods, You 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 grievance officer, kindly refer the link <http://www.royalsundaram.in>.

If You are not satisfied with the redressal of grievance through above methods, the You may also

approach the office of Insurance Ombudsman of the respective area/region for redressal of 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 if 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



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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 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 www.irdai.gov.in. For the updated list of the offices of the Insurance Ombudsman, 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 online complaint with the Council for Insurance Ombudsman through the website of Council for Insurance Ombudsmen (CIO) at www.cioins.co.in.



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