



ROYAL SUNDARAM INSURANCE
Sundaram Finance Group

ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED

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

Corporate Office: "Vishranthi Melaram Towers", 2/319, Rajiv Gandhi Salai,
Karapakkam, Chennai 600 097.

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

Email: customer.services@royalsundaram.in

Website: www.royalsundaram.in

IRDA Regn. No. 102 | CIN-U67200TN2000PLC045611

PROFESSIONAL INDEMNITY INSURANCE (Commercial)

UIN: IRDAN102CP0009V01201920

Policy Wordings

UNDERWRITTEN BY

Royal Sundaram General Insurance Co. Limited

Professional & Financial Risks Practice

-ProFin-



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Policy Wordings

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Policy Schedule & Endorsements

Introduction:

Please read this Policy carefully to ensure that it meets your requirements. It is written on a Claims made and notified basis, which means that, subject to the Continuous Cover clause, it will only respond to Claims first made against the Insured and notified to the Company during the Period of Insurance or arising from circumstances notified in terms of the Continuous Cover clause or of the Claims Notification General Condition.

This Policy, the Schedule and any Endorsements shall be considered as one document. Any word or expression to which a specific meaning has been attached in any of them shall bear that specific meaning wherever it may appear.

Definitions:

For the purpose of this Policy:

Claim:

means any demand made by a third party upon the Insured for compensation, however conveyed, including a writ, statement of Claim, application or other legal or arbitral process



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Company:

means Royal Sundaram General Insurance Co. Limited

Documents:

means deeds, wills, agreements, maps, plans, records, written or printed books, letters, certificates, written or printed documents or forms of any nature (excluding any bearer bonds, coupons, bank or currency notes or other negotiable instruments) which is the property of the Insured or for which the Insured is responsible.

Excess:

means the amount shown in the Schedule and represents the first amount which is payable by the Insured in respect of compensation and claimant's costs and expenses and the Insured's Costs arising out of any one Claim made against the Insured.

Insured:

means;

- i. the legal entity or entities specified in the Schedule; and/or
- ii. past and/or present employees of the legal entity or entities specified in the Schedule; and/or
- iii. any past and/or present Principal of the legal entity or entities specified in the Schedule; and/or
- iv. the estate, heirs, legal representatives or legal assigns of any natural person insured under this Policy in the event of the death or legal incapacity of such person.

Policy:



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means:

1. this policy wording and the Schedule,
2. and any endorsement attaching to and forming part of this Policy during the Period of Insurance

Proposal:

means the written proposal containing particulars and statements together with all information provided by or on the behalf of the Insured to the Company which are the basis of this Policy and are considered as incorporated herein.

Limit of Indemnity:

means the Limit of Indemnity as shown in the Schedule.

Period of Insurance:

means the Period of Insurance as shown in the Schedule.

Principal:

means a sole practitioner, a partner of a firm or a director of a company.

Professional Service:

means the professional business of the Insured as described in the Schedule and no other.

Retroactive:

means the Retroactive Date shown in the Schedule.

Schedule:



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means the current Schedule issued by the Company to the Insured.

Act of Terrorism:

means 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.

Insurance Preamble:

The Insured and the Company agree that:

1. the Company will provide insurance as set out in the Policy subject to the Policy's terms;
and
2. the signed Proposal together with all information provided by or on behalf of the Insured to the Company are the basis of this Policy and are considered as incorporated herein.

Insurance Clause:

The Company will indemnify the Insured against liability at law for compensation and claimant's costs and expenses arising from any Claim or Claims first made against the Insured and notified to the Company during the Period of Insurance resulting from any civil liability incurred in connection with the Professional Services but not in respect of any such Claim or



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Claims Resulting of any act error or Omission occurring or committed prior be retroactive.

Limit Of indemnity:

The liability of the Company for compensation and claimant's costs and expenses and Inquiry Costs (as provided by Automatic Extension) arising from all Claims (including circumstances notified in terms of the Continuous Cover Clause or of the Claims Notification General Condition) first made against the Insured and notified to the Company during the Period of Insurance shall not exceed the Limit of Indemnity



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Insured Cost:

The Company will pay all other costs and expenses incurred by the Company, or by the Insured with the Company's written consent arising from any Claim or Claims (not being Inquiry Costs as set out in the Automatic Extensions). The Insured's Costs will not be taken into account when calculating the Limit of Indemnity but will be paid in addition.

In the event that the Insured's liability to any party for compensation [and claimant's costs and expenses] is in excess of the amount of the Limit of Indemnity, the Company's liability in respect of Insured's Costs will be in the same proportion which the Limit of Indemnity bears to the sum which would be eligible for payment but for the restriction of the Limit of Indemnity.

Aggregation of Claims:

All Claims arising out of, based upon or attributable to a single act, error or omission or series of acts, errors or omissions consequent upon or attributable to one source or original cause shall be considered to be a single Claim and shall attract one Excess

Insurance Clarification:

For the purposes of clarifying the scope of cover under the Insuring Clause of this Policy, the Insuring Clause includes civil liability for:

Libel and slander:

Libel or Slander, provided that:



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1. the libel or slander is committed by the Insured in the course of carrying on their Professional Services;
2. the Insured did not intend to publish the libel and slander with express malice.
Contractual liability, provided that:

Contractual Liability:

1. the Company will not be liable for any liability assumed by the Insured under any express warranty, guarantee, hold harmless agreement, indemnity clause or the like unless such liability would have attached to the Insured in the absence of such agreement;
2. where a Claim is brought in contract the Company will not reduce their liability by the mere fact that contributory negligence is not available as a defence.

Trade Practices legislation:

Claims made under any Trade Practices Legislation, provided that the Company will not indemnify the Insured for Claims made where such Claim arises:

1. under the penal or criminal provisions of any of the Trade Practices Legislation or similar legislation;
2. from conduct of the Insured which is fraudulent or intended to mislead or deceive.

However the Company will only exclude such Claims where it is established by final adjudication that the Insured breached the penal or criminal provisions of the Legislation, or where the conduct was established by final adjudication to be fraudulent or intended to mislead or deceive

Intellectual Property:



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Infringement of rights of intellectual property, provided that the act, error or omission by the Insured is unintentional and is committed in the course of carrying on the Professional Services.



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Sub-Contractors and Consultants:

Acts, errors or omissions of sub-contractors and consultants, provided that the Company will only indemnify the Insured for its civil liability in connection with the Professional Services provided by the sub-contractor and/or consultant. Indemnity will not extend to the sub-contractor and/or consultant who committed the act, error or omission.

Automatic extensions:

These automatic extensions form part of the Policy and are subject otherwise to its terms, Conditions and Exceptions.

Continues Cover:

Where the Insured:

1. first became aware of facts or circumstances as described in Claims Notification General Condition, prior to the Period of Insurance; and
2. had not notified the Company or any insurer of such facts or circumstances prior to the Period of Insurance, (a) there is an absence of fraudulent non-compliance with the Insured's duty of disclosure and an absence of fraudulent misrepresentation by the Insured in respect of such facts or circumstances; and
- (b) the Insured has been continuously insured, without interruption, under a professional indemnity policy issued by the Company and was insured by the Company at the time when the Insured first became aware of such facts or circumstances; and



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- (c) the Company may reduce its liability under the Policy to the extent of any prejudice the Company may suffer in connection with the Insured's failure to notify the facts or circumstances giving rise to a Claim prior to the Period of Insurance; and
- (d) if the Indemnity or cover available under this Policy is greater or wider than the Insured would have been entitled to under the policy to which the notification should have been made, then the Company shall only be liable to indemnify the Insured to the extent to which indemnity would have been afforded by the policy to which the notification should have been made.

Principals previous Business:

The Professional Services shall include any Professional Services that were previously provided by any Principal.

Lost Documents:

The Company will, in the event of loss of or damage to Documents occurring in connection with the Professional Services, indemnify the Insured in respect of:

1. all sums which the Insured shall become legally liable to pay as a direct consequence of such loss or damage and Insured's Costs on the basis already set out in this Policy; and
2. all costs and expenses reasonably incurred by the Insured in replacing or restoring such Documents.

Provided that:

- (a) such loss or damage is sustained during the Period of Insurance while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them in the course of the normal conduct of the Professional Services; and



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- (b) the amount of any Claim for such costs and expenses shall be supported by bills and accounts which shall be subject to approval by a solicitor to be nominated by the Company with the consent of the Insured or if such consent is withheld, by the President of the Law Society of whatever State where the Policy was issued; and
- (c) the Company shall not be liable in respect of loss or damage caused by riot or civil commotion.



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Inquiry Costs:

The Company will indemnify the Insured for their reasonable legal costs and expenses arising out of any notice requiring the Insured's attendance at an inquiry, prosecution or hearing of a disciplinary nature held before a legally constituted industry or professional disciplinary board and first received by the Insured during the Period of Insurance and notified to the Company.

Provided that:

1. such indemnity is subject to the written consent of the Company prior to the incurring of the legal costs and expenses;
2. regular or overtime wages, salaries or fees of the Insured are excluded from this indemnity; and
3. the total liability of the Company under this clause shall not exceed **INR** during the Period of Insurance;
4. For the avoidance of doubt such reasonable costs and expenses under this Extension shall form part of the Limit of Indemnity and will not be paid in addition.

Dishonesty of employees and/or principals:

The Excess does not apply to this extension.

The Company will, notwithstanding the Dishonest, Fraudulent or Criminal Acts Exception, indemnify the Insured on the basis already set out in this Policy in respect of Claims made against the Insured and notified to the Company during the Period of Insurance resulting from any dishonest, fraudulent, criminal or malicious act or omission by any Insured occurring or committed in connection with the Professional Services.



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Provided that nothing in this Automatic Extension shall require the Company to indemnify any Insured who has perpetrated and/or commissioned the perpetration of and/or recklessly failed to prevent the perpetration of any such dishonest, fraudulent, criminal or malicious act or omission or who by act or omission has condoned any such act or omission.

Automatic reinstatement:

In the event of exhaustion or partial exhaustion of the Limit of Indemnity set out in the Schedule by reason of the notification of Claims made during the Period of Insurance (or of circumstances in terms of the Continuous Cover clause or of the Claims Notification General Condition), the Company agrees to reinstate the Limit of Indemnity from the time of such notification until the expiry of the same Period of Insurance.

Provided that:

1. the Limit of Indemnity having been so reinstated, the reinstatement shall not apply in relation to Claims made or circumstances notified of which the Insured was aware prior to the effective date of the said reinstatement; and
2. the aggregate of the amounts so reinstated shall be limited in the Period of Insurance to an amount equal to the Limit of Indemnity applicable at the inception of the Period of Insurance; and
3. the Limit of Indemnity so reinstated shall represent the total liability of the Company for compensation and claimant's costs and expenses and Inquiry Costs for all Claims made (including circumstances notified in terms of the Continuous Cover clause or of the Claims Notification General Condition), during the time from the effective date of the reinstatement until the expiry of the Period of Insurance.



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Joint Venture Liability:

The Company will indemnify the Insured up to the Limit of Indemnity in respect of Claims made against the Insured and notified to the Company during the Period of Insurance resulting from the Insured's participation in any joint venture in connection with the Professional Services.

Provided that:

1. the indemnity given shall only relate to the Insured's proportion of any liability incurred by such joint venture; and
2. the Insured's income derived from participation in such joint venture shall have been included in the calculation of income furnished by the Insured for the purposes of calculating the premium for this Policy.

Exceptions:

Director and Officers Liability:

The Company shall not be liable in respect of any Claim or Inquiry Costs:

resulting from any act, error or omission of the Insured, not undertaken as part of the Professional Services and where such Claim or Claims or Inquiry Costs arise in connection with the Insured's functions and duties as a director and/or officer of any (i) legal entity; and/or (ii) corporation; and/or (iii) incorporated body.

Trading debt:



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in respect of or arising out of any trading debt incurred, or any guarantee in respect of such debt given, by the Insured

Dishonesty, fraudulent or criminal acts:

directly or indirectly arising from any dishonest, fraudulent, criminal or malicious act or omission by the Insured.

Employer's Liability:

directly or indirectly arising out of the death, bodily injury, disease or illness of the Insured arising out of or in the course of his/her employment



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Radio activity:

directly or indirectly caused by or contributed to or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear device or assembly, or a nuclear component thereof.

Prior Claims or Known Circumstances:

- a) first made against the Insured prior to the inception of the Period of Insurance; or
- b) arising out of facts or circumstances which were:
 - I. known to the Insured prior to the inception of the Period of Insurance and which might give rise to a Claim; or
 - II. notified under any insurance that was in force prior to the inception of the Period of Insurance.

War:

resulting from 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.

Subrogation War:

for costs and expenses incurred solely by reason of the Insured at any time entering into a deed or agreement excluding, limiting or delaying the Insured's legal rights of recovery against another.

Assumption:

for loss or damage in respect of or arising out of any civil liability which is assumed by the Insured outside the normal course of the Professional Services.



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Fines, Penalties, Punitive, or exemplary Damages:

for fines or penalties including civil penalties, punitive or exemplary damages.

Liquidated Damages:

for liquidated damages imposed upon the Insured by contract or agreement, except to the extent that the Insured would have been liable for that damage in the absence of any such contract or agreement.

Controlling or financial interests:

directly or indirectly arising out of work undertaken for or on behalf of any company related to any Insured which for the purposes of this policy includes:

1. any other Insured; or
2. any subsidiary of an Insured; or
3. any company of which an Insured has or has held at least a 10% financial interest and has had or has board representation on that company.

Terrorism:

arising directly or indirectly from or in connection with

- a) an Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence; or
- b) any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism



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Asbestos:

for loss or losses directly or indirectly arising out of, in consequence of, or contributed to by, asbestos, asbestos fibres or derivatives of asbestos.

General Conditions:

Claims Notification:

for loss or losses directly or indirectly arising out of, in consequence of, or contributed to by, asbestos, asbestos fibres or derivatives of asbestos.

No Admission of Liability:

No admission, offer, promise or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company.

Claim Conduct:

The Company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim.

Claims Settlement:

Should the Insured object to a proposal by the Company to settle or compromise any Claim indemnifiable under this Policy and wish to contest or litigate the matter, then the Insured may so elect, provided that the Company's liability in respect of any such Claim so contested or litigated shall not exceed the amount for which, but for such election, it could have been settled or compromised by the Company, together with costs and



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expenses payable in accordance with the terms of this Policy and incurred up to the time of such election, but subject always to the Excess and to the Limit of Indemnity

Assisting's With Claims:

If, in respect of any Claim under this Policy the Insured is entitled to indemnification from any other source, including any other policy or policies of insurance collectable or otherwise or would, but for the existence of this Policy be so entitled, this Policy shall only apply in excess of the amount of indemnity available from such other source, policy or policies, or which would have been available but for the existence of this Policy. The Insured shall promptly notify to the Company full details of such other sources, policy or policies of insurance, including the identity of the source or insurer and the policy number, and such further information as the Company may reasonably require.

Other Insurance:

The Insured may cancel this Policy at any time in writing to the Company. Upon receipt of such request, the Company will retain a short period premium calculated on its short term rates for the time it has been on risk and the Insured will receive a refund of any balance of the premium actually paid.

The Company may cancel this Policy by giving thirty (30) days notice in writing to the Insured of the date from which such cancellation is to take effect.

Cancellation:



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This Policy will be governed in accordance with the laws of **Chennai, India**. Any disputes relating to interpretation will be submitted to the exclusive jurisdiction of the courts of **Chennai, India**.

Governing Law and jurisdictions:

Where this Policy insures more than one party, any failure on the part of any of the parties to:

- a) comply with their duty of disclosure; or
- b) comply with any obligation in terms of this Policy; or
- c) refrain from conduct which is dishonest, fraudulent, criminal or malicious,

Severability and Non Imputation:

shall not prejudice the right of the remaining party or parties to indemnity in terms of this Policy, provided that such remaining party or parties shall:

- I. be entirely innocent of and have had no prior knowledge of any such failure; and
- II. as soon as practicable after becoming aware of any such failure, advise the Company in writing of all its relevant circumstances.

Territorial and Justification Limits of Cover:

This Policy provides cover for any civil liability incurred by the Insured in connection with the provision of their Professional Services anywhere in the world, and to Claims made and actions brought anywhere in the world, except for Claims;



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1. arising from or attributable to any civil liability incurred by the Insured in the conduct of their Professional Services, where such services were provided to another within, and or the acts, errors or omissions occurred within the territorial limits of the United States of America or Canada and their territories or protectorates; brought in a court of law in the United States of America or Canada or their territories or protectorates; or
2. arising from or attributable to the enforcement of any judgment, order or award in respect of any action brought in any court of law in the United States of America or Canada or their territories or protectorates.

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

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. 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



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Sr. Citizen can email us at: seniorcitizengrievances@royalsundaram.in

Fax: 044-7117 7140

Courier: Grievance Redressal Unit

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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



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- 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 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

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, 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 or of the General Insurance Council at <https://www.cioins.co.in/ombudsman> or on company website www.royalsundaram.in.