

Commercial General Liability Plus Policy – Prospectus

Today's business environment and risk associated landscape has changed dramatically over the past few decades. Businesses now face not only new type of risks (example: advertising risks) but also from new sources (example: internet or social media). Combined with increased awareness, there are much higher chances of a business being sued by third parties for property damage, injury or death, arising from the business' day to day operations.

Commercial General Liability Plus Policy has come to be the first line of defense against expenses liabilities and expenses lawsuits.

SCOPE OF COVER: A typical CGL policy covers standard set of risks. A CGL policy will cover the following exposures:

- Premises Liability
- Operations Liability
- Products Liability
- Completed Operations Liability

The policy covers liability arising out of:

- Bodily Injury and Property Damage
- Personal and Advertising injury
- Medical Payments
- Supplementary Payments (In respect of covers A & B)

All Coverage's are strictly subject to the limit of liability and exclusions stated in the policy.

Policy form can be issued to client either on

- Claims Made
- Occurrence based form

Policy can be issued to client either on Annual basis OR on Long Term basis (Only for Projects)

EXCLUSIONS:

Exclusions will vary based on nature of occupancies of the client

A standard list of exclusions will include:

- Aircraft, Motor Vehicles Or Watercraft
- Aircraft Products
- Asbestos
- Biological Agents
- Contracts
- Damage to Owned Property
- Damage to alienated premises
- Damage to Various Property of Others (Care, Custody Or Control)
- Damage to your Product
- Expected or Intended Bodily Injury Or Property Damage
- Employer's Liability
- Employment Related Practices
- Enhancement, Maintenance Or Prevention Expenses
- Intellectual Property Laws Or Rights
- Mobile Equipment Transportation
- Multiplied OR Punitive Damages Or Penalties
- Nuclear Energy
- Pollution
- Professional Liability
- Progressions of Known Bodily Injury Or Property Damage
- Recall of Products, Work Or Impaired Property
- Terrorism
- Tobacco
- Unapproved Goods of Products

- Worker's Compensation and Similar Laws
- War
- Liquor Liability
- Damage to your work
- Damage to Impaired property OR Property Not Physically Injured
- Electronic Data
- Radioactive Contamination

YOU CAN REQUEST A QUOTE TODAY

For more information about our full range of HDFC ERGO Insurance products, contact your local broker or HDFC ERGO representative.

ANTI REBATING WARNING

As per Section 41 of the Insurance Act 1938, as amended, the practice of rebating is prohibited, as follows: 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 prospectus or tables of the insurer. Any person making default in complying with the provisions of this Section shall be punishable with fine which may extend to Ten Lakhs rupees.

CLAIMS NOTIFICATION

It is a condition precedent to cover under the Policy that as soon as the Insured becomes aware of a Claim during the Policy Period, the Insured must notify the Company in writing of the Claim.

Where the Insured becomes aware of acts that might give rise to a Claim against the Insured, or an Inquiry that might involve the Insured, during the Policy Period then the Insured may elect to report those facts in writing to the Company as soon as the Insured becomes aware of those facts but before the end of the Policy Period in which case any Claim that subsequently arises out of those facts shall be deemed to have been reported to the Company at the time those facts were reported to the Company.

All notices must be sent to:

HDFC ERGO GENERAL INSURANCE COMPANY LIMITED

Corporate Claims Department
6th Floor, Leela Business Park,
Andheri Kurla Road, Andheri(E), Mumbai – 400059
Call Centre - 022-6234 6234

During Intimation of claim, Insured has to provide relevant information which includes Policy details, policy period and Loss details (viz. Loss Location, Contact Details, Details of Loss / Accident, Details of claimants, Rough estimates of Loss).

In general, primarily, the following basic documentations are required for taking the claim forward:

- (a) Description of the claim or suit and the date received;
- (b) Description, in chronological order, as to how, when and where the circumstances leading to the claim or suit occurred;
- (c) The names and addresses of any injured persons and any witnesses;
- (d) The nature, location and extent of any injury;
- (e) The nature and quantum of damages claimed against you or, if the claimant has not quantified its damages, your estimate of the quantum of damages which may be claimed against you.
- (f) Copies of all relevant documents relating to the underlying transaction which gave rise to the claim, including correspondence prior to the occurrence and any agreements entered into;

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- (g) Copy of any internal or external, survey, investigation or test reports and all other relevant reports;
- (h) Copies of all written demands made against you;
- (i) If court proceedings have been initiated, copies of all court documents served on you and all court documents filed by you;
- (j) Copies of all relevant internal communications, including a log on all internal verbal communications whether prior or subsequent to the occurrence giving rise to the claim;
- (k) Details of other persons or entities which may be responsible or liable for the loss or damage being claimed; and
- (l) Contact details of person handling the claim in your company.

In addition, you must:-

- (a) authorized us to obtain records and other information;
- (b) co-operate with us in the investigation of the claim or in the defense of the suit;
- (c) allow us reasonable access to your premises, records and other information; and
- (d) assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to you because of loss to which the policy applies.

Our Claims process:

- An acknowledgement with respect to the claim intimation is given to the insured, once we are in receipt of any claim intimation from the insured. A list of preliminary documents is requested from the Insured.
- Surveyor / Investigator may be appointed, if required.
- In case of surveyor appointment, the same will be appointed within 72 hrs from the date of intimation and the details of the appointment is conveyed to the Insured
- Within 48 hrs of appointment, the surveyor will start the survey and will request the list of preliminary documents within 7 days of appointment from the insured
- Final survey report will be provided by the surveyor within 90 days of appointment except where special circumstance exist in respect of a claim due to its special complicated nature or due to difficulties associated with replacement/reinstatement, the surveyor will seek an extension from Insurers for submission of report
- In case of settlement, offer of claim settlement will be made to the Insured within 30 days of receipt of the last document
- In case of settlement, Claim will be settled by the Insurer within 30 days from the receipt of last, relevant & necessary document from the Insured.
- In case of rejection, the same will be conveyed to the Insured within 30 days from the receipt of the final report and/or documents
- Based on the information submitted in the claim intimation letter / claim form, if required, we may procure more information from the insured depending on the facts mentioned therein up to the satisfaction of the Company.
- Apart from surveyor, an investigator and/or forensic investigator can be appointed and Legal counsel opinions can be sought, if required.

The documents required for processing of claims are:

- Policy/Underwriting documents.
- Survey Report along with annexure and/or Photographs wherever applicable
- All documents and/or information relevant to the claim
- Discharge voucher of the Insured accepting full and final settlement
- KYC documents are compulsory where settlement amount is over 1 lac

Apart from above Standard documents some other documents may be called for based on the nature of claim.

RENEWAL

The Company shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. The Company reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. The Company, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.

CANCELLATION

1. The First Named insured shown in the Policy Schedule may cancel this policy by mailing or delivering to us advance written notice of cancellation 30days prior to cancellation.
2. We may cancel this policy by mailing or delivering to the first name insured in writing notice of cancellation at least 30 days before the effective date of cancellation.
3. We will mail or deliver our notice to the first named insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first named insured any premium refund. If we cancel, the refund will be pro-rata. If the first named insured cancels, the refund will be on short period scale mentioned below. The cancellation will be effective even if we have not made or offered a refund.
6. "If a long-term policy is to be cancelled by the insured, the refund will be on short period scale mentioned below, provided that there has been no claim under the policy and the project should not have been started during the Policy Period".
7. In case where there is a claim or the project has begun, premium paid will be premium earned and no refund of premium shall be allowed.

Period (Not Exceeding)	Rate of Premium Retention
1Month	25% of the Annual rate
2Months	35% of the Annual rate
3Months	50% of the Annual rate
4Months	60% of the Annual rate
6Months	75% of the Annual rate
8Months	85% of the Annual rate
Exceeding 8 Months	Full Annual Premium

8. If notice is mailed, proof of mailing will be sufficient proof of notice.

Grievance Redressal Procedure

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- o Call Centre - 022-6234 6234
- o Emails – grievance@hdfcergo.com
- o Designated Grievance Officer in each branch.
- o Company Website – www.hdfcergo.com
- o Courier : Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

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The Complaint & Grievance Redressal Cell,

HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg,
Bhandup (West) Mumbai-400078,

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the company at the following address

To the Chief Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg,
Bhandup (West) Mumbai-400078,
e-mail: cgo@hdfcergo.com

You may also approach the nearest Insurance Ombudsman for resolution, if - your grievance is not redressed by the Company. The contact details of Ombudsman offices are mentioned below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

DISCLAIMER: THE ABOVE INFORMATION IS FOR DESCRIPTIVE PURPOSE ONLY. PLEASE REFER YOUR POLICY DOCUMENT OR OUR WEBSITE WWW.HDFCERGO.COM FOR THE ACTUAL TERMS AND CONDITIONS. INSUREDS ARE ADVISED TO READ THE POLICY DOCUMENT COMPLETELY FOR A FULL DESCRIPTION OF THE TERMS AND CONDITIONS OF COVERAGE AND THE EXCLUSIONS RELATING THERETO.

“TRADE LOGO DISPLAYED ABOVE BELONGS TO HDFC BANK LTD AND ERGO INTERNATIONAL AG AND USED BY HDFC ERGO GENERAL INSURANCE COMPANY UNDER LICENSE.”