## **HDFC ERGO General Insurance Company Limited**





## **Contractual Liability Insurance**

This document provides only key information about your policy No. Please refer to the policy document for detailed terms and conditions.

Sr. No.	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy / Clause Number
1	Product Name	Contractual Liability Insurance	NA
2	Unique Identification Number (UIN) allotted by IRDAI	IRDAN125CP0005V01202122	NA
3	Structure	Basis of Sum/Limit Insured: Indemnity basis	II. Insuring Clause
4	Interests Insured	Liability arising during Contact period	II. Insuring Clause
5	Sum Insured	<< As per policy schedule>>	Policy Schedule
6	Policy Coverage	Indemnifying against any liability under Contract(s) issued during the Period of Insurance for a Covered Loss specified in the Policy Schedule pursuant to such liability arising during the Contract Period.	II. Insuring Clause
7	Add-on Cover	<< As per policy schedule>>	Policy Schedule
8	Loss Participation	<< As per policy schedule>>	Policy Schedule
9	Exclusions	The Policy will not cover Contracts which are:  a. Verbal or Oral  b. Unconditional or Deemed  No claim shall be made for contracts that cannot be quantified, measured, or assessed	"Exclusions" in the policy wordings
		Any Unexplained Loss/Damage/Disappearance of the Product covered in the Contract.	
		Any liability arising due to unlawful act or illegal activities including criminal acts or intentional or fraudulent act	
		Liability arising due to misuse, reckless, abusive, wilful or intentional conduct associated with handling and use of the Product covered in the Contract	
		Any obligation, commitment, or act that Contracting Party has not performed that he was supposed to perform as per the Contract terms	
		Any liability arising due to decision or action or omission of Your employee/s including Director and company managers	

Sr. No.	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy / Clause Number
		Any latent / inherent defect or Recall Campaign in the event of mass failure of the Products covered or any use other than in accordance with manufacturer's recommendation	
		Any Pre-existing conditions in relation to damages or cosmetic loss or damage including but not limited to peeling of paint, scratches and dents that do not otherwise affect the functionality of the covered item.	
		Any product where identification could not be established at the time of claim as Identification Number has been altered, defaced or removed, except where product identification details could not be established due to damage by fire.	
		Any product that has been modified to alter its functionality or capability without the written permission of manufacturer	
		Asbestos: This Policy does not cover any claim connected in any way with asbestos, or with any product or material containing asbestos. Explosives: This Policy does not cover claim connected in any way with blasting operations or the handling or use of explosives.	
		Radioactive Contamination: This Policy does not cover claim directly or indirectly caused by, or contributed to, or arising from:	
		ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or fission of nuclear fuel; or	
		b. radio-active toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.	
		War: This Policy does not cover claim for 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.	
		Professional Advice: This Policy does not cover claim arising out of your giving or failing to give any professional advice inconsideration for a fee nor does it cover claim arising out of any error or omission in any such advice.	
		Specification, Formula or Design: This Policy does not cover claim arising directly or indirectly out of:	
		a. any design, plan, specification, formula or pattern that you provide for a fee; or	
		b. any error or omission associated with any such design, plan, specification, formula or pattern;	
		Legal Liability This Policy does not cover any claim unless:	
		a. you have expressly assumed it in Contract;	
		b. the claim would not have attached in the absence of that Contract; and	
		c. agreed by Us and mentioned in the Policy Schedule.	

Sr. No.	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy / Clause Number
		Design, Material and Workmanship: This Policy does not cover liability arising due to:	
		a. any component part or individual item of property which is the subject of the Contract and which is defective in design, plan, specification materials or workmanship; or	
		b. such property lost or damage to enable replacement, repair or rectification of the otherwise undamaged property excluded by (a). above	
		Pollution: This Policy does not cover claim arising directly or indirectly out of the discharge, dispersal, release, escape, removal, nullification, cleaning up or any measures taken to prevent escape of any Pollutant; or However, this exclusion does not apply where the discharge, dispersal, release or escape results from a sudden identifiable event:	
		a. that you neither expected nor intended; and	
		b. that took place in its entirety at a specific time and place. 'Pollutant' means any solid, liquid, gaseous, biological or thermal irritant or contaminant, including but not limited to dust, smoke, vapour, soot, fumes, chemicals, organisms or waste. 'Waste' includes but is not limited to any material destined to be recycled, reconditioned or reclaimed.	
		Breach of Contract: This Policydoes not cover breach of Contract where	
		a. liability is incurred through your failure to arrange or maintain an insurance required by any law or statute; or	
		b. liability arising on account of violation of any legal and/or regulatory provision; or	
		c. any liability that would have been recoverable from another party but for your release, waiver or limitation of that liability. However, this exclusion does not apply to any such waiver or limitation that is required by Contract.	
10.	Special Conditions and Warranties (if any)	<< As per policy schedule>>	Policy Schedule
11.	Admissibility of Claim	Coverage  I. Type of Contracts: This Policy covers following type of contracts, which will form part of the Policy Schedule:  Product Contract, or Service Contract Any other Contract  Covered Loss: Financial Loss arising from Covered Risk/Event.  III. Covered Risk/Event: Any insurable incidence, condition or risk as specified in the contract, which will form part of the Policy Schedule	NA

Sr. No.	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy / Clause Number
		In the event of loss of an insured event the insurance company must be informed through any of below means immediately-  1. Relationship officer / channel partner  2. Call Centre - 022-6234 6234  3. E-mail at care@hdfcergo.com  4. Our contact details are as follows:  HDFC ERGO General Insurance Co. Ltd.  Corporate Claims Department, 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri (E), Mumbai – 400059	
		<ul> <li>During Intimation of claim, Insured has to provide relevant information which includes Policy details and Loss details in the agreed format.</li> <li>Insured needs to take all reasonable steps to minimize &amp; restrict loss.</li> </ul>	
12.	Policy Servicing - Claim Intimation and Processing	Contact us - 022 6158 2020/ 022 6234 6234 Website – www.hdfcergo.com Email - care@hdfcergo.com	NA
		Turn Around Time (TAT) in working hours / days for claims settlement - 30 days from Last Document received date.  Customer Escalation Matrix  Level 1  In case the Complainant has not received a response or is not satisfied with the response / resolution given / offered, then the Customer can write to: The Complaints & Grievance Cell HDFC ERGO General Insurance Company Limited D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai – 400078, Maharashtra e-mail: grievance@hdfcergo.com	
		Level 2 In case the Complainant has not received a response or is not satisfied with the response / resolution given / offered by the C&G cell, then the Customer can write to the Chief Grievance Officer of the Company at the following address 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, Maharashtra e-mail: cgo@hdfcergo.com	
13.	Grievance Redressal and Policyholders Protection	If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:  Our Grievance Redressal Officer  Contact us - 022 6158 2020/ 022 6234 6234  Emails – grievance@hdfcergo.com  Contact Details for Senior Citizens: 022 6242 6226   Email: seniorcitizen@hdfcergo.com  Designated Grievance Officer in each branch.  Company Website – www.hdfcergo.com  Courier - Any of our Branch office or corporate office	Grievance Redressal Procedure

Sr. No.	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy / Clause Number
		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	
		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, Maharashtra	
		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, Maharashtra e-mail: cgo @hdfcergo.com	
		Grievance may also be lodged at IRDAI Integrated Grievance Management system- http://bimabharosa.irdai.gov.in	
		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 below if your grievance pertains to:	
		<ul> <li>Insurance claim that has been rejected or dispute of a claim on legal construction of the policy</li> <li>Delay in settlement of claim</li> <li>Dispute with regard to premium</li> <li>Non-receipt of your insurance document</li> </ul>	
		You may also refer Our website <a href="https://www.hdfcergo.com/customer-voice/grievances">www.hdfcergo.com/customer-voice/grievances</a> for detailed grievance redressal procedure.	
14.	Obligations of the Policyholder	To disclose all information correctly sought by the insurer at time of filling the proposal form	NA
		In case of any change / modification / addition to the already declared information the same shall be brought to the notice of the Insurer immediate	
		Non-disclosure of material information may affect the claim settlement.	

## Declaration by the Policy Holder: I have read the above and confirm having noted the details. Place: \_\_\_\_\_

(Signature of the Policyholder)

## Note:

Date: \_\_\_\_\_

In case of any conflict, the terms and conditions mentioned in the policy document shall prevail.