

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 Commercial General Liability insurance policy is designed to protect business against any legal liability that involves paying compensation for Property damages or Bodily Injuries incurred by a third party from your routine business operations. The policy is required by both i.e. Manufacturing and Non-Manufacturing companies. The policy also protects policy holders against any monetary loss resulting from legal matters in case of death, bodily injury, property damages OR personal injuries caused due to Insured's business operations within the premises e.g. Slip, Trip OR Fall of a third party.

A typical CGL policy covers standard set of risks. Coverage's offered under Commercial General Liability are:

- Coverage A – Bodily injury and Property Damage
- Coverage B – Personal and Advertising injury
- Coverage C – Medical Expenses
- Supplementary Payments

These coverages protect policy holder against exposures arising from

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

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:

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

This insurance does not apply to:

- Expected or Intended Injury
- Contractual Liability
- Liquor Liability
- Workers Compensation and similar Laws
- Employer's Liability
- Pollution
- Aircraft, Auto Or Watercraft
- Mobile equipment
- War and Terrorism
- Damage To Property
- Damage To Your Product
- Damage To Your Work
- Damage To Impaired Property Or Property Not Physically Injured
- Recall Of Products, Work Or Impaired Property
- Personal And Advertising Injury

- Electronic Data
- Recording And Distribution Of Material In Violation Of Law
- Asbestos
- Radioactive contamination
- Professional liability

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

This insurance does not apply to:

- Knowing Violation Of Rights Of Another
- Material Published With Knowledge Of Falsity
- Material Published Prior To Policy Period
- Criminal Acts
- Contractual Liability
- Breach of Contract
- Quality Or Performance Of Goods – Failure To Conform To Statements
- Wrong Description Of Prices
- Infringement Of Copyright, Patent, Trademark Or Trade Secret
- Insureds In Media And Internet Type Businesses
- Electronic Chatrooms Or Bulletin Boards
- Unauthorized Use Of Another's Name Or Product
- Pollution
- Pollution-related
- War & Terrorism
- Recording And Distribution Of Material Or Information In Violation Of Law
- Asbestos
- Radioactive contamination
- Fines or Penalties
- Liquidated, punitive or exemplary damages or multiplication of awards
- Professional liability

COVERAGE C – MEDICAL PAYMENTS

We will not pay expenses for "bodily injury" to:

- Any Insured
- Hired Person
- Injury On Normally Occupied Premises
- Workers' Compensation And Similar Laws
- Athletics Activities
- Products-Completed Operations Hazard
- Coverage A Exclusions

CLAIMS INTIMATION

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.

Commercial General Liability Plus Policy - Prospectus

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:

- Description of the claim or suit and the date received;
- Description, in chronological order, as to how, when and where the circumstances leading to the claim or suit occurred;
- The names and addresses of any injured persons and any witnesses;
- The nature, location and extent of any injury;
- 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.
- 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;
- Copy of any internal or external, survey, investigation or test reports and all other relevant reports;
- Copies of all written demands made against you;
- If court proceedings have been initiated, copies of all court documents served on you and all court documents filed by you;
- 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;
- Details of other persons or entities which may be responsible or liable for the loss or damage being claimed; and
- Contact details of person handling the claim in your company.

In addition, you must:-

- authorized us to obtain records and other information;
- co-operate with us in the investigation of the claim or in the defense of the suit;
- allow us reasonable access to your premises, records and other information; and
- 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.

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.

CLAIM DOCUMENTS

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

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

The Insured can cancel the policy at any time during the policy term, by informing the Company. The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Insured. The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

THIS PROSPECTUS

This prospectus gives information only. This is not an insurance contract. Each insurance cover is subject to terms and conditions, which You can read in the **Commercial General Liability Plus Policy** document. You must read the policy document to know the insurance cover fully. You can get a copy of the **Commercial General Liability Plus Policy** from Our branch or from Our website: www.hdfcergo.com. For any legal interpretation, policy document will hold.

GRIEVANCES

If You have any grievance about any matter relating to the policy, or Our decision on any matter, or Our decision about Your claim, You can pursue Your grievance with Our Grievance Redressal Officer.

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

- Contact us** - 022 6158 2020/ 022 6234 6234
- Emails** – grievance@hdfcergo.com
- Contact Details for Senior Citizens:** 022 6242 6226
- Email ID:** seniorcitizen@hdfcergo.com

Commercial General Liability Plus Policy - Prospectus

- Designated Grievance Officer in each branch.
- **Company Website** – www.hdfcergo.com
- **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:

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- <https://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:

- 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

You may also refer Our website www.hdfcergo.com
<https://www.hdfcergo.com/customer-voice/grievances> for detailed grievance redressal procedure.

ABOUT OUR COMPANY

Name of the company – HDFC ERGO General Insurance Company Limited (IRDAI Reg No 146)

Registered & Corporate Office: 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai – 400 059.

Website – www.hdfcergo.com

Contact us - 022 6158 2020/ 022 6234 6234

Email – care@hdfcergo.com

INSURANCE ACT 1938 SECTION 41- PROHIBITION OF REBATES

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 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.

Disclaimer: In the event of any question relating to interpretation of the insurance coverage, the policy document will prevail.