

Multimedia Liability Insurance - Prospectus

INTRODUCTION

The policy provides publishing houses, advertising agencies, entertainment and media houses with coverage against legal liability arising from their operations as a content creating organisation.

ELIGIBILITY CRITERIA

The product can be offered to: Media Houses

WHAT IS COVERED

The Company will pay on behalf of the Insured Loss as a result of any Claim arising out of the Insured's Media Activities, provided that the Media Activities giving rise to the Claim occurred during the Policy Period.

"Media Activities" means, in connection with the Covered Media, any actual or alleged act, error, or omission committed in the course of, or arising out of the gathering, recording or collection of Matter for inclusion in the Covered Media.

"Covered Media" means the publications, programs, broadcast or cable stations, or other communications.

Defense expenses are included in the limits of liability under this policy.

WHAT IS NOT COVERED

The Company will not pay Loss, including Defense Expenses, for Claims:

- (1) based on or directly or indirectly arising out of or resulting from any fraudulent act or omission or willful violation of any criminal statute; or the gaining by any Insured of any profit, remuneration or advantage to which such Insured was not legally entitled; provided, however, that this EXCLUSION (A)(1) shall not apply unless such fraudulent act or omission, willful violation of statute, or gaining of profit, remuneration or advantage has been established by a final adjudication in any judicial or administrative proceeding or by admission of an Insured;
- (2) brought by any employee, former employee or prospective employee based on or directly or indirectly arising out of or resulting from the employment relationship or the nature, terms or conditions of employment, including but not limited to claims of discrimination, harassment, wrongful discharge, breach of contract, employment-related defamation, or workplace torts; or
- (3) for bodily injury or property damage, except for:
 - (a) bodily injury arising exclusively out of emotional distress allegedly caused by any Media Activities; or
 - (b) bodily injury or property damage resulting from a Claim of negligent publication as described in DEFINITION (J)(2)(f) of this Policy.
- (B) The Underwriter will not pay Loss, including Defense Expenses, for Claims based on or directly or indirectly arising out of or resulting from:
 - (1) any actual, alleged or threatened exposure to or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, pollutants or contaminants;
 - (2) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize any of the foregoing or any action taken in contemplation or anticipation of any such regulation, order, direction or request;
 - (3) any actual or alleged violation of the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, the Investment Advisers Act of 1940, any similar state "blue sky" statute, the Indian Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956 and any rule or regulation promulgated under any of the foregoing, or any amendment to any of the foregoing or any provision of the

common law imposing liability in connection with the offer, sale or purchase of securities;

- (4) any actual or alleged infringement of any patent, contributing to the infringement of any patent, or inducing the infringement of any patent;
- (5) any actual or alleged price fixing, restraint of trade or monopolization, or any actual or alleged violation of:
 - (a) the Federal Trade Commission Act, the Sherman Act, the Clayton Act, the Indian Consumer Protection Act, the Indian Competition Act or any other federal or state statutory provision anywhere in the world involving antitrust, monopoly, price fixing, price discrimination, predatory pricing, or restraint of trade activities; or
 - (b) any rules or regulations promulgated under or in connection with the statutes described in clause (a) above;
- (6) any unauthorized access to, alteration of, or damage to any computer, computer program, computer network or computer database, including the infection of any of the foregoing with a computer virus; or
- (7) any actual or alleged delay, disruption or failure of any communication network, service, hardware or software, including but not limited to any Claim for lost profits or opportunities as a result of such delay, disruption or failure.
- (C) The Underwriter will not pay Loss, including Defense Expenses, for Claims based on or directly or indirectly arising out of or resulting from:
 - (1) any act, error, omission, fact, circumstance, situation, transaction, event, or decision which, prior to the Inception Date, is the subject of any notice or Claim under any other policy of insurance, including but not limited to any policy of which this Policy is a renewal or replacement;
 - (2) any act, error, omission, fact, circumstance, situation, transaction, event, or decision underlying or alleged in any prior and/or pending litigation or administrative or regulatory proceeding as of the Inception Date in ITEM 2(a) of the Declarations;
 - (3) any intentional false advertising or unfair or deceptive trade practices with respect to the advertising or sales of the Insured's own products, publications or services; or
 - (4) any actual or alleged breach of any express or implied contract, agreement, warranty or guarantee, except that this EXCLUSION (C)(4) shall not apply to:
 - (a) any Claim for liability which the Insured would have incurred in the absence of such contract, agreement, warranty or guarantee; or
 - (b) any Claim alleging breach of contract or promissory estoppel relating to any alleged agreement between the Insured and the source of any Matter supplied to the Insured regarding the confidentiality to be afforded to such source or such Matter.

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.

CLAIM INTIMATION

As a condition precedent to any right to payment or coverage under this Policy, the Insured must give written notice to the Underwriter at the

Multimedia Liability Insurance - Prospectus

address set forth in Declarations of any Claim, with full details thereof, as soon as practicable after such Claim is first made. Such notice shall be effective on the date of receipt by the Company at such address.

CLAIM PROCEDURE

- With respect to each Claim for which coverage is afforded under this Policy, the Insured shall have the option to defend such Claim itself or to assign the duty to defend such Claim to the Underwriter.
- Unless the Insured notifies the Underwriter of its election to assign the duty to defend a Claim to the Underwriter pursuant to CONDITION (C)(3) below, the Insured shall have the duty to defend such Claim. The Insured may retain counsel from the list of Panel Counsel supplied by the Underwriter, or may retain qualified counsel of its own choosing with the Underwriter's prior consent, such consent not to be unreasonably withheld. The Underwriter will, upon written request, pay on a current basis Defense Expenses for which this Policy provides coverage.
- The Insured may elect to assign the duty to defend any Claim to the Underwriter by so notifying the Underwriter in writing. Such notice must be received by the Underwriter within a reasonable time after such Claim is first made, but in no event later than ten (10) days from the date on which a complaint or other legal process is served on the Insured. Upon receiving such notification, the Underwriter shall have the duty to defend such Claim as part of and subject to the applicable Limit of Liability stated in ITEM 3 of the Declarations.
- Except for Defense Expenses paid on a current basis pursuant to CONDITIONS (C)(2) and (C)(3) above, the Underwriter will pay Loss only upon the final disposition of a Claim.

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 **Multimedia Liability Insurance** document. You must read the policy document to know the insurance cover fully. You can get a copy of the **Multimedia Liability Insurance** 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 Company's 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
- 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 number – 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.