

Comprehensive General Liability (Incl No Fault Liability) - Prospectus

The Commercial General Liability (CGL) Insurance cover indemnifies the Insured against third party bodily injury, personal injury and property damage caused by the Insured's business operations, products, or injuries on account of negligence. However, the Company has witnessed demand from Companies to provide Insurance cover wherein the Insured is liable to compensate for the damage caused irrespective of any carelessness on their part i.e. Strict Liability. Strict liability is the responsibility that manufacturers, wholesalers, distributors, or retailers have for damages or injuries in cases where there was no fault or negligence. Further, Strict liability generally relaxes the burden of proof a plaintiff must meet in pursuing legal action against business thereby makes running a business much riskier than under standard liability rules. The Company wishes to widen the scope of CGL product coverage to also include No Fault liability i.e. Comprehensive General Liability.

SCOPE OF COVER

This policy will cover the following exposures:

- Premises and Operations Liability
- Product and Completed Operations Liability
- Product Recall Expenses

The policy covers liability arising out of:

- Bodily Injury and Property Damage
- Personal and Advertising injury
- Expenses incurred in recalling the product

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

EXCLUSIONS

Major exclusions are as below:

1. Personal Injury or Advertising injury
2. Aircraft Products
3. Aircraft, Auto or Watercraft
4. Asbestos
5. Contractual liability
6. Damage to Property
7. Deliberate acts
8. Information Technology hazards, Computer Data, Program and Storage media Exclusion
9. Progressions of known Bodily Injury or Property Damage:
10. Expected or Intended Injury
11. Fines and Penalties
12. Loss of Use
13. Radioactivity
14. War and Terrorism
15. Prior Acts
16. Prior Claims/ Circumstances
17. Employee's Compensation and Similar Laws
18. Employer's Liability
19. Pollution
20. Sanctions and Limitations
21. Iran Risk Clause

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 facts 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 - 021-6234 6234 / 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; including the date when the insured became aware of the Injury /damage
- (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 along with supporting 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;
- (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; you including the response of the insured against the said demand;
- (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) authorize HDFC ERGO to obtain records and other information;
- (b) co-operate with HDFC ERGO in the investigation and/or survey of the claim or in the defense of the suit;
- (c) allow HDFC ERGO reasonable access to your premises, records and other information; and
- (d) assist HDFC ERGO, upon our request, in the enforcement of any right against any person or organisation 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 conveyed to the Insured

Comprehensive General Liability (Incl No Fault Liability) - Prospectus

- 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 e 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

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

RENEWAL:

The Company will not be bound to accept any renewal premium or give notice that renewal is due

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 Comprehensive General Liability (Incl No Fault Liability) Policy document. You must read the policy document to know the insurance cover fully. You can get a copy of the Comprehensive General Liability (Incl No Fault Liability) 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:

- Call Centre - 120 6234 6234 / 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: 1st Floor, HDFC House, 165-166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020.

Website – www.hdfcergo.com

Contact number – 022 - 62346234

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.