

Product Liability Insurance Policy - Prospectus

INTRODUCTION

As a manufacturer, distributor or supplier of the products it is susceptible that the designed product could cause bodily injury or property damage to any third party and as a result the manufacturer, distributor or supplier of the product will be held legally responsible to indemnify for those third-party bodily injury or property damage.

Eventually any small defect in the Insured's product may create a huge financial burden due to third party civil claims arising out of accidental third-party bodily injury or property damage.

ELIGIBILITY CRITERIA

This product can be offered to:

1. all manufacturer, distributor and supplier who design, formulate, manufacture or sold any products in the market.
2. officials of the Insured in their business capacity arising out of the performance of the Business or in their private capacity arising out of their temporary engagement of the Insured's employees;
3. the Officers, committees and members of the Insured's canteen, social, sports, medical, fire-fighting and welfare organisations in their respective capacities as such; and
4. the executors of the estate of any person who would otherwise be indemnified by this policy but only in respect of liability incurred by such person.

Provided always that all such persons or parties shall observe, fulfill and be subject to the terms, exclusions and conditions of this policy as though they were the Insured.

WHAT IS COVERED

The policy offers to indemnify the legal liability that you incur as a result of bodily injury or property damage caused by the use of the Insured's products after they are sold or supplied.

BASIS OF SUM INSURED

The sum insured for this policy is on Indemnity basis.

WHAT IS NOT COVERED

This policy does not cover any liability:

1. for costs incurred in the repair, reconditioning, modification or replacement of any Product or part of any Product which is or is alleged to be defective.
2. for costs arising out of the recall of any Product or part thereof.
3. arising out of any Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or control of any aircraft.
4. arising out of deliberate, wilful or intentional non-compliance with any demand, judicial or statutory law, order, request, or requirement of any governmental authority.
5. arising out of loss of a pure financial nature, including but not limited to, loss of goodwill and/or loss of market.
6. for fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
7. directly or indirectly occasioned by happening through or in 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.
8. directly or indirectly caused by or contributed to by or arising from;
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

9. for Damage to property belonging to the Insured or held in trust or in custody or control of the Insured or a person in the service of the Insured.
10. arising out of Injury and/or Damage occurring prior to the Retroactive Date stated in the Schedule. Provided always that in the event of any Injury or Damage arising from continuous or continual inhalation, ingestion or application of any substance following the Accident and where the Insured and the Company cannot agree when the Injury or Damage occurred, then:
 - (a) Injury shall be deemed to have occurred when the Claimant first consulted a qualified medical practitioner in respect of such Injury; and
 - (b) Damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.
11. arising out of the deliberate, conscious or intentional disregard by the Insured or any of its directors, managers, employees, agents, representatives or partners of the need to take all reasonable steps to prevent claims.
12. for Injury to any person who is employed by and/or is apprenticed with the Insured or any of the Insured's contractors or sub-contractors, if such Injury rises out of operations in connection with such person's employment or apprenticeship.
13. assumed by the Insured by agreement or arrangement and which would not have attached in the absence of such agreement or arrangement.
14. arising out any product guarantee.
15. arising out of claims for failure of Products to fulfil the purpose for which they were intended.
16. arising out of Products which have left the custody and control of the Insured prior to the Retroactive Date specified in the Schedule.
17. which results from an act that:
 - (a) is intended by the Insured; or
 - (b) can be expected from the standpoint of a reasonable person to cause Injury or Damage, even if the Injury or Damage is of a different degree or type than actually intended or expected, but this exclusion does not apply to Injury resulting from the use of reasonable force to protect persons or property.
18. for Injury, Damage, Accident, claim, suit or other circumstance known by the Insured before the beginning of the Policy Period, that could reasonably be expected to result in any payment under this insurance. In this exclusion, "circumstance known by the insured" means:
 - (a) such circumstance is known by, or should have been known from the standpoint of a reasonable person in the circumstances of the Insured; or any of the directors, managers, officers or partners of the Insured; and
 - (b) when any person described in subparagraph (a) above reports all, or any part, of any such circumstance to the Company or any other insurer; receives a claim or a demand for damages in connection with any such circumstance; or becomes aware of any actual, alleged or threatened Injury or Damage in connection with such circumstance.
19. arising out of the rendering or failing to render professional service or advice, whether or not that service or advice is ordinary to the Insured's profession, regardless of whether a claim or suit is brought by a client or any other person or organization.
20.
 - (a) arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of Asbestos.
 - (b) for any loss, cost or expense arising out of any:
 1. request, demand or order that any Insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of Asbestos; or

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2. claim or suit by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, neutralizing, or in any way responding to, or assessing the effects of Asbestos. In this exclusion, "Asbestos" means asbestos in any form, including its use or presence in any alloy, compound, by-product, or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.
21. (a) arising out of seepage, pollution or contamination.
(b) for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances. This exclusion shall not apply to Injury or Damage that occurs during the Policy Period and that is caused by a sudden, unintended and unexpected happening which takes place in its entirety at a specific time and place during the Policy Period.
22. arising out of infringement of any intellectual property rights, including but not limited to, rights in plans, copyright, patent, trade name, trademark or registered design.
23. more specifically indemnified elsewhere.
24. for any damages, loss, cost or expense arising out of any act of terrorism. For the purpose of this insurance, an act of terrorism means an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This insurance also excludes any damages, loss, cost or expense arising out of any action in controlling, preventing, suppressing or in any way relating to any act of terrorism. If Company alleges that, by reason of this exclusion, any damages, loss, cost or expense is not covered by this insurance, then the burden of proving the contrary shall be upon the Insured. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall continue to apply.

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

1. The Insured shall give written notice in the Claim Form to the Company as soon as reasonably practicable of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event, claim or circumstance shall be forwarded to the Company immediately upon receipt by the Insured. Such complete written notice and supporting documentation shall form the basis of the Company's assessment of the applicability of cover under this policy to the claim.
2. No admission, offer, promise or payment in respect of a claim which forms the subject matter of indemnity under this Policy shall be made or given by or on behalf of the Insured without the prior written consent of the Company.
3. The Company will have the right, but in no case the obligation, to take over and conduct in the name of the insured the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same.
4. The Insured shall give all such information and assistance as the Company may reasonably require.

CLAIM PROCEDURE

- 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 details of the appointment is conveyed to 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 Insurer.
- Apart from surveyor, an investigator and/or forensic investigator can be appointed and Legal counsel opinions can be sought, if required.

CLAIM DOCUMENTS

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 the insured was first aware of such loss
- (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;
- (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 insured's company.

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 **Product Liability Insurance Policy** document. You must read the policy document to know the insurance cover fully. You can get a copy of the **Product Liability Insurance Policy** from Our branch or from Our website: www.hdfcergo.com. For any legal interpretation, policy document will hold.

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GRIEVANCE REDRESSAL PROCEDURE

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:

- **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.