MAXIMA COMMERCIAL GENERAL LIABILITY INSURANCE

PROSPECTUS

(RETAIL)

Introduction

Sometimes, running a business may involve legal risks. These risks can arise due to defective products, third party damage or injury, or even advertising. In such events servicing these legal claims can take a toll on your cash flows and hamper routine business activities. In order to protect such risk, Commercial General Liability (CGL) policy was introduced.

A Commercial General Liability (CGL) Insurance is a broad type of Insurance policy which provides liability insurance for general business risks for third party bodily injury, personal injury, and property damage caused by the business's operations, products, or injuries that occur on the business's premises.

The policy pays for all fair and reasonable legal costs and other expenses incurred by the business owner to investigate, settle or in the defence of any civil Suit, Claim or proceedings against them.

Who can take this insurance?

- Any individual who is into the business of design, manufacture, trading or distribution of tangible product.
- Any Individual covering their respective Business activities and Operations

What the Policy does not cover?

This policy does not cover liability in connection with below:

1. Absolute Asbestos
2. Agreement or Contractual Liability
3. Aircraft Products
4. Biological Agents / Communicable diseases
5. Consequential Loss
6. Damage to impaired property or Property not physically injured
7. Damage to Own Property
8. Expected or Intended Injury
9. Genetically Modified Organism
10. Injury to employees
11. Pollution
12. Product Efficacy and Guarantee
13. Prior Acts - Claims and losses arising made or notified before the retroactive date
14. Recall of Products, Work or Impaired Property
15. Unapproved Goods or Products

For complete list of exclusions, please refer the policy wordings

What is the Sum Insured?

In Commercial General Liability policy, the sum insured is referred to as Limit of Indemnity. This limit is fixed as any one Occurrence and in the Aggregate. Any one Occurrence means the maximum we will pay for a single incident and the Aggregate limit is the maximum which we will pay for all claims under the policy during the period of Insurance. The limit of Indemnity is to be decided by the Insured based upon their own and industry experience.

What should be the deductible?

The first amount which the insured needs to bear on each and every loss which he claims, is known as policy deductible.

What are the Extensions available under the policy?

Standard Extension

- Damage to Rented Property
- Personal Injury and/or Advertising Injury
- Sudden and Accidental Pollution
- Transportation

Optional Extension

- Medical Expenses
- Official Visits Abroad of Insured
- Terrorism Legal Liability
- Cross Liability
- Non-Owned Hired Auto Liability
- Mitigation Expenses
- Supplementary Payments

Other Extension

- Additional Insured Endorsement
- Automatic New Subsidiary Cover
- Batch Clause Endorsement
- Designated Premises Endorsement – Broad
- Business Definition Endorsement
- Personal property under Care, Custody and Control extension
- Control Group Clause
- Discharge of Treated Effluents Endorsement
- Employer’s Liability Endorsement
- Events Extension Endorsement
- Failure to Supply Exclusion Endorsement for Utility Sector

Zurich Kotak General Insurance Company (India) Limited (Formerly known as Kotak Mahindra General Insurance Company Limited) CIN: U66000MH2014PLC260291. IRDAI Reg. No. 152. Registered & Corporate Office: 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai- 400063. Maharashtra, India.

- Financial Loss Endorsement
- Coverage for Fines, Penalties, Punitive and Exemplary Damages Endorsement
- Food and Beverages Endorsement
- Garage-keepers and Valet Liability Endorsement
- Incidental Medical Malpractice
- Minor Civil Works Endorsement
- Blending and Mixing Endorsement
- Designated Premises Endorsement – Narrow
- Non-Manual Travels by the Insured
- Non-Owned and Hired Auto Liability Endorsement
- Non-cancellation Endorsement
- Personal and Advertising Injury Endorsement
- Primary and Non-contributory Clause
- Product Guarantee Endorsement
- Product Recall Endorsement
- Product Recall Endorsement with Government Mandated Recall
- Recreational Facilities Endorsement
- Specific Matter Endorsement
- Specific Matter Endorsement – Amendment to (1.1) Bodily Injury and/ or Property Damage under Insuring Agreement 1
- Sports Facilities covered by the Insured Endorsement
- Contractor/ Sub-contractor extension
- Swimming Pool Extension
- Technical Collaboration Inclusion Endorsement
- Temporary Workers Extension
- Tenant's Legal Liability Extension
- Tools and Equipment Extension
- Unnamed Vendors' Inclusion Endorsement
- Valet Parking Endorsement
- Vicarious Liability Extension
- Waiver of Subrogation Endorsement

TERRITORIAL LIMITS

The territory limits and the Jurisdiction will follow the policy schedule, policy form as extended.

What to Do in Event of a Claim?

- Ensure safety of employees.
- Initiate Loss minimization measures.
- Inform incident to Public Authorities if required.
- Call Zurich Kotak GIC Call Centre on Toll Free No: 1800-266-4545 OR
- Send Letter or Fax to Zurich Kotak GIC corporate office
- Email us at care@zurichkotak.com
- Zurich Kotak GIC will depute an IRDAI licensed surveyor to attend to the loss

- Please provide necessary assistance to surveyor or company officials for finalization of loss.
- Please furnish required documents and any clarifications that may be sought.

Turn Around Time (TAT) for claims settlement

Appointment of surveyor	Within 24 hours of reporting of claim
Submission of final survey report	Within 15 days of allocation
Settlement of claims	Within 7 days of receipt of the survey report or after expiry of 15 days from allocation of the claim to the surveyor whichever is earlier*

**This timeline will apply where surveyors are appointed*

What are the terms of Cancellation?

The insured can cancel the policy at any time during the term, without assigning any reason, by giving notice in writing to the Company

The Company shall-

- Refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.
- Refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.

Grievance

For resolution of any query or grievance, **Insured** may contact the respective branch office of the **Insurer** or may call toll free number 1800 266 4545 or may write an e-mail at care@zurichkotak.com.

In case the **Insured** is not satisfied with the response, **Insured** may contact the Grievance Officer of the **Insurer** at grievanceofficer@zurichkotak.com. In case if the **Insured** is not satisfied with the solution the Grievance Officer has provided, **Insured** can write to seniorgrievanceofficer@zurichkotak.com/ chiefgrievanceofficer@zurichkotak.com.

However, if the resolution provided by the **Insurer** is not satisfactory the **Insured** may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal: https://bimabharosa.irdai.gov.in.

The **Insured** may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman is available at Annexure I of Policy wordings.

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The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at **Insurer's** website: www.zurichkotak.com

The updated details of Insurance Ombudsman offices are also available on the website of Council for Insurance Ombudsmen www.cioins.co.in/Ombudsman

Duty of Disclosure:

We rely on information that you provide while accepting your proposal for insurance cover. If that information is not accurate, we can reduce or deny any claim you may make or cancel your policy. We never want to have to do that, so you must answer honestly, correctly and completely the questions asked.

Obligations of the Policyholder:

- Insured should disclose all material information correctly at time of filling the proposal form
- In case of any change / modification / addition to the already declared information, Insured should immediately bring it to Company's notice
- Disclosure of other material information during the policy period.
- Non-disclosure of material information may affect the claim settlement.

The Policy schedule and policy wording is provided on the basis of the duly filled signed, dated and stamped proposal form provided by the Insured. Any deviation may affect the claim settlement.

Note:

For detailed Coverage, Exclusions, Conditions etc., it is recommended to go through the Specimen copy of the Policy Wording which can be collected from any of our branch or downloaded from company web site.

STATUTORY WARNING - PROHIBITION OF REBATES
(Under Section 41 of Insurance Act 1938)

1. 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 or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the Insurer.

2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees

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