

COMMERCIAL GENERAL LIABILITY POLICY (Claims Made)

Prospectus

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 is 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.

The policy also provides optional extensions which can be opted by the Insured at additional premium. Few of them are as below

- Additional Payments
- Automatic acquisition clause
- Claims series clause
- Compensation for court attendance
- Joint venture
- Medical expenses
- Overseas Personal Liability
- Data Protection Legislation Endorsement

WHO CAN TAKE THIS INSURANCE?

- Any organisation who is into the business of design, manufacture, trading or distribution of tangible product.
- Any establishment(s) covering their respective Business activities and Operations

WHAT THE POLICY DOES NOT COVER?

This policy does not cover liability in connection with below:

1. Advertising Liability arising from failure of performance of contract, incorrect descriptions, etc
2. Aircraft products
3. Aircraft, watercraft, hovercraft
4. Asbestos
5. Contractual Liability
6. Care, Custody and Control
7. Deliberate acts
8. Electromagnetic fields
9. Injury to employees
10. Information Technology hazards
11. Intellectual property laws or rights
12. Liquidated or punitive damages
13. Loss of Use
14. Motor Liability
15. North America
16. Pollution
17. Prior and Pending
18. Professional Liability
19. Radioactive contamination
20. Repair and Replacement
21. Retroactive date
22. Terrorism
23. War

For complete list of exclusions, please refer the policy wordings

WHAT IS THE SUM INSURED?

In Commercial General Liability Policy (Claims made), the sum insured is referred to as Limit of Liability. Limit of Liability is the maximum amount in the aggregate which we will pay for all claims under the policy during the Period of Insurance. The Limit of Liability is to be decided by the Insured based upon their own and industry experience.

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 General Insurance Company (India) Limited Call Centre on Toll Free No: 1800-266-4545 OR
- Send Letter or Fax to Zurich Kotak General Insurance Company (India) Limited corporate office
- Email us at care@zurichkotak.com
- Zurich Kotak General Insurance Company (India) Limited 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.

GRIEVANCE MECHANISM

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

In case the You are not satisfied with the response, You may contact Our Grievance Officer at grievanceofficer@zurichkotak.com. In case if You are not satisfied with the solution the Grievance Officer has provided, You can write to seniorgrievanceofficer@zurichkotak.com / chiefgrievanceofficer@zurichkotak.com.

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

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at Our 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:

Before entering into a contract of general insurance, the insured has a duty to disclose to the Company every matter that they know, or could reasonably be expected to know, are relevant to our decision whether to accept the risk of the insurance and if so, on what terms.

The insured has the same duty to disclose these matters to the Company before the insured renews, extends, varies or reinstates the contract of general insurance.

This duty of disclosure applies until the contract is entered into (or renew, extended, varied or reinstated as applicable).

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

LIST OF ENDORSEMENTS / EXTENSIONS:

SI No	Name of the Add-on Cover	UIN
1.	Additional payments	IRDAN152CPLB0550V01202526/A0551V01202526
2.	Automatic acquisition clause	IRDAN152CPLB0550V01202526/A0552V01202526
3.	Claims series clause	IRDAN152CPLB0550V01202526/A0553V01202526
4.	Compensation for court attendance	IRDAN152CPLB0550V01202526/A0554V01202526
5.	Joint venture	IRDAN152CPLB0550V01202526/A0555V01202526
6.	Medical expenses	IRDAN152CPLB0550V01202526/A0556V01202526
7.	Overseas personal liability	IRDAN152CPLB0550V01202526/A0557V01202526
8.	Data Protection Legislation endorsement	IRDAN152CPLB0550V01202526/A0558V01202526
9.	2 Year Long Term Agreement	IRDAN152CPLB0550V01202526/A0559V01202526
10.	Acts of Tenants	IRDAN152CPLB0550V01202526/A0560V01202526
11.	Additional Insured - Vendor's Liability	IRDAN152CPLB0550V01202526/A0561V01202526
12.	All Costs Inclusive Clause	IRDAN152CPLB0550V01202526/A0562V01202526
13.	Batch Clause	IRDAN152CPLB0550V01202526/A0563V01202526
14.	Breach of Warranties / Conditions	IRDAN152CPLB0550V01202526/A0564V01202526
15.	Demonstration & Exhibition Endorsement	IRDAN152CPLB0550V01202526/A0565V01202526

16.	Misdescription	IRDAN152CPLB0550V01202526/A0566V01202526
17.	Nominated Adjusters	IRDAN152CPLB0550V01202526/A0567V01202526
18.	North American Jurisdiction Conditions	IRDAN152CPLB0550V01202526/A0568V01202526
19.	First & Third Party Recall Costs Endorsement	IRDAN152CPLB0550V01202526/A0569V01202526
20.	Access or Disclosure of Confidential or Personal Information and Data-Related Liability Exclusion	IRDAN152CPLB0550V01202526/A0570V01202526
21.	Alcohol Health Hazards Exclusion	IRDAN152CPLB0550V01202526/A0571V01202526
22.	Biological Agents/ Communicable Disease/ Fungi/ Bacteria Exclusion	IRDAN152CPLB0550V01202526/A0572V01202526
23.	Bushfire Liability Exclusion	IRDAN152CPLB0550V01202526/A0573V01202526
24.	Cannabis Exclusion Clause	IRDAN152CPLB0550V01202526/A0574V01202526
25.	Cyber Risks Liability Exclusion	IRDAN152CPLB0550V01202526/A0575V01202526
26.	Design Exclusion	IRDAN152CPLB0550V01202526/A0576V01202526
27.	Efficacy Exclusion	IRDAN152CPLB0550V01202526/A0577V01202526
28.	Entertainment Performers & Crew Exclusion	IRDAN152CPLB0550V01202526/A0578V01202526
29.	Failure to Supply Exclusion	IRDAN152CPLB0550V01202526/A0579V01202526
30.	Genetically Modified Organism Exclusion	IRDAN152CPLB0550V01202526/A0580V01202526
31.	Trafficking Exclusion	IRDAN152CPLB0550V01202526/A0581V01202526
32.	Intellectual Property Exclusion	IRDAN152CPLB0550V01202526/A0582V01202526
33.	Known Claims and Circumstances Exclusion	IRDAN152CPLB0550V01202526/A0583V01202526
34.	Marine Liability Exclusion	IRDAN152CPLB0550V01202526/A0584V01202526
35.	Medical Devices Exclusion	IRDAN152CPLB0550V01202526/A0585V01202526
36.	Mould Exclusion	IRDAN152CPLB0550V01202526/A0586V01202526
37.	Participants Exclusion Clause	IRDAN152CPLB0550V01202526/A0587V01202526
38.	Pharma API Exclusion - ROW	IRDAN152CPLB0550V01202526/A0588V01202526
39.	Pharma API Exclusion – US	IRDAN152CPLB0550V01202526/A0589V01202526
40.	Pharmaceutical/ Herbicidal Products Exclusion	IRDAN152CPLB0550V01202526/A0590V01202526
41.	Pure Financial Loss Exclusion	IRDAN152CPLB0550V01202526/A0591V01202526
42.	Pyrotechnics Exclusion Clause	IRDAN152CPLB0550V01202526/A0592V01202526
43.	Safety-Critical Automotive Products Exclusion	IRDAN152CPLB0550V01202526/A0593V01202526

44.	Specific Entity Exclusion Clause	IRDAN152CPLB0550V01202526/A0594V01202526
45.	Specific Products and Substances	IRDAN152CPLB0550V01202526/A0595V01202526
46.	Non-Aggregation of Limits of Liability Clause	IRDAN152CPLB0550V01202526/A0596V01202526
47.	Hold Harmless Agreement – Special Conditions regarding Aggregation	IRDAN152CPLB0550V01202526/A0597V01202526
48.	Notice And Authority for International Programs	IRDAN152CPLB0550V01202526/A0598V01202526
49.	Territorial Limits	IRDAN152CPLB0550V01202526/A0599V01202526
50.	Public and Products Liability Insurance	IRDAN152CPLB0550V01202526/A0600V01202526
51.	Retroactive Date	IRDAN152CPLB0550V01202526/A0601V01202526
52.	Financial Interest Cover	IRDAN152CPLB0550V01202526/A0861V01202526
53.	Non – Admitted Disclaimer	IRDAN152CPLB0550V01202526/A0862V01202526