

COMMERCIAL GENERAL LIABILITY POLICY

(Occurrence based)

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 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.

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. 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. Professional Liability
18. Radioactive contamination
19. Repair and Replacement
20. Terrorism
21. War

For complete list of exclusions, please refer the policy wordings

WHAT IS THE SUM INSURED?

In Commercial General Liability Policy (Occurrence based), 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 EXTENSIONS / ENDORSEMENTS:

Sr. No.	Name of the Add-on Cover	UIN
1.	Additional payments	IRDAN152CPLB0605V01202526/A0606V01202526
2.	Automatic acquisition clause	IRDAN152CPLB0605V01202526/A0607V01202526
3.	Claims series clause	IRDAN152CPLB0605V01202526/A0608V01202526
4.	Compensation for court attendance	IRDAN152CPLB0605V01202526/A0609V01202526
5.	Joint venture	IRDAN152CPLB0605V01202526/A0610V01202526
6.	Medical expenses	IRDAN152CPLB0605V01202526/A0611V01202526
7.	Overseas personal liability	IRDAN152CPLB0605V01202526/A0612V01202526
8.	Data Protection Legislation Endorsement	IRDAN152CPLB0605V01202526/A0613V01202526
9.	2 Year Long Term Agreement	IRDAN152CPLB0605V01202526/A0614V01202526
10.	Acts of Tenants	IRDAN152CPLB0605V01202526/A0615V01202526
11.	Additional Insured - Vendor's Liability	IRDAN152CPLB0605V01202526/A0616V01202526
12.	All Costs Inclusive Clause	IRDAN152CPLB0605V01202526/A0617V01202526
13.	Batch Clause	IRDAN152CPLB0605V01202526/A0618V01202526
14.	Breach of Warranties / Conditions	IRDAN152CPLB0605V01202526/A0619V01202526
15.	Demonstration & Exhibition Endorsement	IRDAN152CPLB0605V01202526/A0620V01202526
16.	Misdescription	IRDAN152CPLB0605V01202526/A0621V01202526
17.	Nominated Adjusters	IRDAN152CPLB0605V01202526/A0622V01202526
18.	North American Jurisdiction Conditions	IRDAN152CPLB0605V01202526/A0623V01202526
19.	First & Third Party Recall Costs Endorsement	IRDAN152CPLB0605V01202526/A0624V01202526
20.	Access or Disclosure of Confidential or Personal Information and Data-Related Liability Exclusion	IRDAN152CPLB0605V01202526/A0625V01202526
21.	Alcohol Health Hazards Exclusion	IRDAN152CPLB0605V01202526/A0626V01202526
22.	Biological Agents/ Communicable Disease/ Fungi/ Bacteria Exclusion	IRDAN152CPLB0605V01202526/A0627V01202526
23.	Bushfire Liability Exclusion	IRDAN152CPLB0605V01202526/A0628V01202526
24.	Cannabis Exclusion Clause	IRDAN152CPLB0605V01202526/A0629V01202526
25.	Cyber Risks Liability Exclusion	IRDAN152CPLB0605V01202526/A0630V01202526
26.	Design Exclusion	IRDAN152CPLB0605V01202526/A0631V01202526
27.	Efficacy Exclusion	IRDAN152CPLB0605V01202526/A0632V01202526
28.	Entertainment Performers & Crew Exclusion	IRDAN152CPLB0605V01202526/A0633V01202526
29.	Failure to Supply Exclusion	IRDAN152CPLB0605V01202526/A0634V01202526

30.	Genetically Modified Organism Exclusion	IRDAN152CPLB0605V01202526/A0635V01202526
31.	Trafficking Exclusion	IRDAN152CPLB0605V01202526/A0636V01202526
32.	Intellectual Property Exclusion	IRDAN152CPLB0605V01202526/A0637V01202526
33.	Known Claims and Circumstances Exclusion	IRDAN152CPLB0605V01202526/A0638V01202526
34.	Marine Liability Exclusion	IRDAN152CPLB0605V01202526/A0639V01202526
35.	Medical Devices Exclusion	IRDAN152CPLB0605V01202526/A0640V01202526
36.	Mould Exclusion	IRDAN152CPLB0605V01202526/A0641V01202526
37.	Participants Exclusion Clause	IRDAN152CPLB0605V01202526/A0642V01202526
38.	Pharma API Exclusion - ROW	IRDAN152CPLB0605V01202526/A0643V01202526
39.	Pharma API Exclusion – US	IRDAN152CPLB0605V01202526/A0644V01202526
40.	Pharmaceutical/ Herbicetical Products Exclusion	IRDAN152CPLB0605V01202526/A0645V01202526
41.	Pure Financial Loss Exclusion	IRDAN152CPLB0605V01202526/A0646V01202526
42.	Pyrotechnics Exclusion Clause	IRDAN152CPLB0605V01202526/A0647V01202526
43.	Safety-Critical Automotive Products Exclusion	IRDAN152CPLB0605V01202526/A0648V01202526
44.	Specific Entity Exclusion Clause	IRDAN152CPLB0605V01202526/A0649V01202526
45.	Specific Products and Substances	IRDAN152CPLB0605V01202526/A0650V01202526
46.	Non-Aggregation of Limits of Liability Clause	IRDAN152CPLB0605V01202526/A0651V01202526
47.	Hold Harmless Agreement – Special Conditions regarding Aggregation	IRDAN152CPLB0605V01202526/A0652V01202526
48.	Notice And Authority for International Programs	IRDAN152CPLB0605V01202526/A0653V01202526
49.	Territorial Limits	IRDAN152CPLB0605V01202526/A0654V01202526
50.	Public and Products Liability Insurance	IRDAN152CPLB0605V01202526/A0655V01202526
51.	Retroactive Date	IRDAN152CPLB0605V01202526/A0656V01202526
52.	Financial Interest Cover	IRDAN152CPLB0605V01202526/A0859V01202526
53.	Non – Admitted Disclaimer	IRDAN152CPLB0605V01202526/A0860V01202526
54.	Additional Named Insured	IRDAN152CPLB0605V01202526/A0999V01202526
55.	Permanent Establishment	IRDAN152CPLB0605V01202526/A1000V01202526
56.	Automatic Coverage For New Risks	IRDAN152CPLB0605V01202526/A1001V01202526
57.	Automatic Coverage For- Newly Established Or Acquired Companies	IRDAN152CPLB0605V01202526/A1002V01202526
58.	Additional Insured	IRDAN152CPLB0605V01202526/A1003V01202526
59.	Waiver Of Subrogation	IRDAN152CPLB0605V01202526/A1004V01202526
60.	Serial Loss/Batch Clause	IRDAN152CPLB0605V01202526/A1005V01202526
61.	Professional Indemnity	IRDAN152CPLB0605V01202526/A1006V01202526
62.	Accidental Pollution Coverage	IRDAN152CPLB0605V01202526/A1007V01202526
63.	Offshore Exclusion	IRDAN152CPLB0605V01202526/A1008V01202526
64.	Sanctions	IRDAN152CPLB0605V01202526/A1009V01202526
65.	Non-Vitiating Clause	IRDAN152CPLB0605V01202526/A1010V01202526