HDFC ERGO General Insurance Company Limited

Customer Information Sheet
Product Liability Insurance Policy

Product Liability Insurance Policy
UIN: IRDAN125RP0001V01200304

This document provides only key information about your policy. Please refer to the policy document for detailed terms and conditions.

Sr. No.	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy / Clause Number
1.	Product Name	**Product Liability Insurance Policy**	NA
2.	Unique Identification Number (UIN) allotted by IRDAI	IRDAN125RP0001V01200304	NA
3.	Structure	Basis of Sum / Limit Insured • Indemnity Basis	NA
4.	Interests Insured	Third party damage	NA
5.	Sum Insured	<<as stated in the policy schedule>>	Policy schedule
6.	Policy Coverage	The Company will indemnify the Insured against its legal liability (other than liability under the Public Liability Insurance Act, 1991 or any other statute or amendments to existing statutes that may come into force after the issue of this policy) to pay compensation including claimant's costs, fees and expenses anywhere in India, in accordance with Indian law. This policy only applies to claims for damages made against the Insured and such others as may be specified under Clause 4 for Injury or Damage caused by an Accident, in accordance with the Operative Clause. The indemnity granted extends to: 1. 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; 2. 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 3. 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	Operative Clause Clause 4:

		observe, fulfill and be subject to the terms, exclusions and conditions of this policy as though they were the Insured.	
7.	Add-on Cover	<<coverage & limits as stated in the policy schedule under add on section>>	Policy Schedule
8.	Loss Participation	<<as per policy schedule>>	Policy Schedule
9.	Exclusions	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.	Clause 8

		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 2. claim or suit by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or 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. 25. Specific Exclusion as per policy schedule.	
10.	Special Conditions and Warranties (if any)	<<as per policy schedule>>	Policy Schedule
11.	Admissibility of Claim	1. Intimation of a claim or any circumstances which may give rise to any claim should be reported immediately 2. No admission, offer, promise or payment of liability without Insurer consent. 3. Provide all such information and assistance to company which is required. 4. Company has right to defend the claim for Insured. Claim shall be paid as per following calculation:- **Head** / **Example** liability as covered under the policy (a) / 100000 Defense cost (b) (wherever applicable) / 20000 total loss amount (c = a+b) / 120000 Deductible (d) / 10000 Net Payable amount (c-d) / 110000	NA
12.	Policy Servicing - Claim Intimation and Processing	• Contact us: 022 6158 2020 / 022 6234 6234 • Website: www.hdfcergo.com • Email : care@hdfcergo.com • Details of designated company officials to be contacted in time of claim Liability Claims Manager – email ID - care@hdfcergo.com • Turn Around Time (TAT) in working hours/ days for	NA

		claims settlement 1. Surveyor appointment- 24 hours from claim intimation 2. Survey report- 15 days from allotment of survey 3. Decision of claim to insured - 7 days from survey report ● Escalation Matrix when TAT is not satisfied Email to – liabilityclaims@hdfcergo.com	
13.	Grievance Redressal and Policyholders Protection	If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows: **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: ● Contact us - 022 6158 2020/ 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	Grievance Redressal Procedure

		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.	
14.	Obligations of the Policyholder	• To disclose all information correctly sought by the insurer at time of filling the proposal form • In case of any change / modification / addition to the already declared information the same shall be brought to the notice of the Insurer immediately. • Non-disclosure of material information may affect the claim settlement. (Disclosure of other material information during the policy period.)	NA

Declaration by the Policy Holder:

I have read the above and confirm having noted the details.

Place: _____

Date: _____ (Signature of the Policyholder)

Note:

1. Web-link of the product documents: <<https://www.hdfcergo.com/download>>
2. In case of any conflict, the terms and conditions mentioned in the policy document shall prevail.