

Customer Information Sheet
Multimedia Liability Insurance

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	Multimedia Liability Insurance	NA
2	Unique Identification Number (UIN) allotted by IRDAI	IRDAN125RP0002V01200708	NA
3	Structure	Basis of Sum / Limit Insured Indemnity	NA
4	Interests Insured	Third party exposures related to dissemination of media material	NA
5	Sum Insured / Motor Insured Declared Value Scope	<<as per policy schedule>>	Policy Schedule
6	Policy Coverage	<p>The Company will pay on behalf of the Insured Loss as a result of any Claim arising out of the Insured's Media Activities, provided that the Media Activities giving rise to the Claim occurred during the Policy Period.</p> <p>"Media Activities" means, in connection with the Covered Media, any actual or alleged act, error, or omission committed in the course of, or arising out of the gathering, recording or collection of Matter for inclusion in the Covered Media.</p> <p>"Covered Media" means the publications, programs, broadcast or cable stations, or other communications.</p> <p>Defense expenses are included in the limits of liability under this policy.</p>	Insuring Clauses Agreement
7	Add-on Cover	<<as per policy schedule>>	Policy Schedule
8	Loss Participation	<<as per policy schedule>>	Policy Schedule
9	Exclusions	<p>A. The Company will not pay Loss, including Defense Expenses, for Claims:</p> <p>(1) based on or directly or indirectly arising out of or resulting from any fraudulent act or omission or willful violation of any criminal statute; or the gaining by any Insured of any profit, remuneration or advantage to which such Insured was not legally entitled; provided, however, that this EXCLUSION (A) (1) shall not apply unless such fraudulent act or omission, willful violation of statute, or gaining of profit, remuneration or advantage has been established by a final adjudication in any judicial or administrative proceeding or by admission of an Insured;</p>	Exclusions

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		<p>(2) brought by any employee, former employee or prospective employee based on or directly or indirectly arising out of or resulting from the employment relationship or the nature, terms or conditions of employment, including but not limited to claims of discrimination, harassment, wrongful discharge, breach of contract, employment-related defamation, or workplace torts; or</p> <p>(3) for bodily injury or property damage, except for:</p> <p>(a) bodily injury arising exclusively out of emotional distress allegedly caused by any Media Activities; or</p> <p>(b) bodily injury or property damage resulting from a Claim of negligent publication as described in DEFINITION (J) (2)(f) of this Policy.</p> <p>(B) The Underwriter will not pay Loss, including Defense Expenses, for Claims based on or directly or indirectly arising out of or resulting from:</p> <p>(1) any actual, alleged or threatened exposure to or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, pollutants or contaminants;</p> <p>(2) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize any of the foregoing or any action taken in contemplation or anticipation of any such regulation, order, direction or request;</p> <p>(3) any actual or alleged violation of the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, the Investment Advisers Act of 1940, any similar state "blue sky" statute, the Indian Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956 and any rule or regulation promulgated under any of the foregoing, or any amendment to any of the foregoing or any provision of the common law imposing liability in connection with the offer, sale or purchase of securities;</p> <p>(4) any actual or alleged infringement of any patent, contributing to the infringement of any patent, or inducing the infringement of any patent;</p> <p>(5) any actual or alleged price fixing, restraint of trade or monopolization, or any actual or alleged violation of:</p>	

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		<p>(a) the Federal Trade Commission Act, the Sherman Act, the Clayton Act, the Indian Consumer Protection Act, the Indian Competition Act or any other federal or state statutory provision anywhere in the world involving antitrust, monopoly, price fixing, price discrimination, predatory pricing, or restraint of trade activities; or</p> <p>(b) any rules or regulations promulgated under or in connection with the statutes described in clause (a) above;</p> <p>(6) any unauthorized access to, alteration of, or damage to any computer, computer program, computer network or computer database, including the infection of any of the foregoing with a computer virus; or</p> <p>(7) any actual or alleged delay, disruption or failure of any communication network, service, hardware or software, including but not limited to any Claim for lost profits or opportunities as a result of such delay, disruption or failure.</p> <p>(C) The Underwriter will not pay Loss, including Defense Expenses, for Claims based on or directly or indirectly arising out of or resulting from:</p> <p>(1) any act, error, omission, fact, circumstance, situation, transaction, event, or decision which, prior to the Inception Date, is the subject of any notice or Claim under any other policy of insurance, including but not limited to any policy of which this Policy is a renewal or replacement;</p> <p>(2) any act, error, omission, fact, circumstance, situation, transaction, event, or decision underlying or alleged in any prior and/or pending litigation or administrative or regulatory proceeding as of the Inception Date in ITEM 2(a) of the Declarations;</p> <p>(3) any intentional false advertising or unfair or deceptive trade practices with respect to the advertising or sales of the Insured's own products, publications or services; or</p> <p>(4) any actual or alleged breach of any express or implied contract, agreement, warranty or guarantee, except that this EXCLUSION (C)(4) shall not apply to:</p> <p>(a) any Claim for liability which the Insured would have incurred in the absence of such contract, agreement, warranty or guarantee; or</p> <p>(b) any Claim alleging breach of contract or promissory estoppel relating to any alleged agreement between the Insured and the source of any Matter supplied to the Insured regarding the confidentiality to be afforded to such source or such Matter.</p>	
10.	Special Conditions and Warranties (if any)	<<as per policy schedule>>	Policy Schedule

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11.	Admissibility of Claim	<p>1. Intimation of a claim or any circumstances which may give rise to any claim should be reported immediately</p> <p>2. No admission, offer, promise or payment of liability without Insurer consent.</p> <p>3. Provide documents in support of your claims</p> <p>4. Provide all such information and assistance to company which is required.</p> <p>5. Company has right to defend the claim for Insured.</p> <ul style="list-style-type: none"> • Include a sample claim calculation process for retail products <p>Claim shall be paid as per following calculation:-</p> <table border="1" data-bbox="320 427 894 639"> <thead> <tr> <th data-bbox="320 427 768 464">Head</th> <th data-bbox="768 427 894 464">Example</th> </tr> </thead> <tbody> <tr> <td data-bbox="320 464 768 496">liability as covered under the policy (a)</td> <td data-bbox="768 464 894 496">100000</td> </tr> <tr> <td data-bbox="320 496 768 528">Defense cost (b) (wherever applicable)</td> <td data-bbox="768 496 894 528">20000</td> </tr> <tr> <td data-bbox="320 528 768 560">total loss amount (c = a+b)</td> <td data-bbox="768 528 894 560">120000</td> </tr> <tr> <td data-bbox="320 560 768 592">Deductible (d)</td> <td data-bbox="768 560 894 592">10000</td> </tr> <tr> <td data-bbox="320 592 768 624">Net Payable amount (c-d)</td> <td data-bbox="768 592 894 624">110000</td> </tr> </tbody> </table>	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
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12.	Policy Servicing - Claim Intimation and Processing	<ul style="list-style-type: none"> • 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 claims settlement <p>1. Surveyor appointment- 24 hours from claim intimation</p> <p>2. Survey report- 15 days from allotment of survey</p> <p>3. Decision of claim to insured - 7 days from survey report</p> <ul style="list-style-type: none"> • Escalation Matrix when TAT is not satisfied • Email to – liabilityclaims@hdfcergo.com 	NA												
13.	Grievance Redressal and Policyholders Protection	<p>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:</p> <p>1. Our Grievance Redressal Officer</p> <p>If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:</p> <ul style="list-style-type: none"> • 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 <p>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.</p>	GRIEVANCE REFRESSAL PROCEDURE												

Sr. No.	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy / Clause Number
		<p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>Grievance may also be lodged at IRDAI Integrated Grievance Management System- https://bimabharosa.irdai.gov.in</p> <p>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:</p> <ul style="list-style-type: none"> • 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 <p>You may also refer Our website www.hdfcergo.com https://www.hdfcergo.com/customer-voice/grievances for detailed grievance redressal procedure.</p>	
14.	Obligations of the Policyholder	<ul style="list-style-type: none"> • 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. 	NA

Declaration by the Policy Holder:

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

Place: _____

Date: _____

(Signature of the Policyholder)

Note:

In case of any conflict, the terms and conditions mentioned in the policy document shall prevail.