HDFC ERGO General Insurance Company Limited

Customer Information Sheet
Public Liability Insurance Policy

Public Liability Insurance Policy
UIN: IRDAN125RP0002V01200304

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	**Public Liability Insurance Policy**	NA
2.	Unique Identification Number (UIN) allotted by IRDAI	IRDAN125RP0002V01200304	NA
3.	Structure	State 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 legal liability (other than liability under the Public Liability Insurance Act, 1991 or any other similar law, rule, regulation or notification existent or that may come into force after the issue of this policy including any amendments thereto) 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 for Injury or Damage caused by an Accident that takes place at the Insured's Premises, in accordance with the Operative Clause, but only such claims in connection with the Insured's Business specified in the Schedule. Public Liability insurance offers cover for third party liabilities (Bodily / Property Damage) arising out of the premises and operations of the Insured and legal costs incurred in connection therewith.	Operative Clauses
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. assumed by the Insured by agreement or arrangement and which would not have attached in the absence of such agreement or arrangement. 2. arising out of earthquake, earth-tremor, volcanic	General Exclusions

		eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance. 3. arising out of deliberate, willful or intentional non-compliance with any demand, judicial or statutory law, order, request, or requirement of any governmental authority. 4. arising out of loss of a pure financial nature, including but not limited to, loss of goodwill and/or loss of market. 5. (a) arising out of libel, slander, false arrest, wrongful eviction, wrongful detention or defamation and mental injury, anguish, or shock resulting therefrom; or (b) 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. 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: (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. 9. arising out of the ownership, possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following: (a) claims resulting from Accidents caused by the use of any tool or plant forming part of or attached to or used in connection with any	

		motor vehicle or trailer; (b) claims resulting from Accidents taking place beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer; (c) claims for damage to any bridge, weigh bridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein; or(d) claims resulting from Accidents in connection with any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking. 10. arising out of the transportation of materials and/or hazardous/dangerous substances outside Insured's Premises unless specifically covered. 11. arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft. 12. for Damage to property owned, leased or hired or under hire-purchase by the Insured or on loan to the Insured or otherwise in the Insured's care, custody or control, other than: (a) Premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for Damage to that part of the property on which the Insured is working and which arises out of such work); (b) employees' and visitors' clothing and personal effects; or (c) Premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement or arrangement. 13. 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	

		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. 14. 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. 15. 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 arises out of operations in connection with such person's employment or apprenticeship. 16. 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. 17. for costs incurred in the repair, reconditioning, modification or replacement of any part of any Product which is or is alleged to be defective. 18. for costs arising out of a claim relating to Products or part thereof, including but not limited to the recall of any Product or part thereof. 19. 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. 20. 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. 21. (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. 22. more specifically indemnified elsewhere. 23. 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. 24. 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 documents in support of your claims. 4. Provide all such information and assistance to company which is required. 5. Company has right to defend the claim against Insured. • Include a sample claim calculation process for retail products Claim shall be paid as per following calculation:-	NA

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	
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)** for claims settlement 1. Registration of claim – T +1 days 2. List of requirements – 7 days from registration 3. Claim settlement / Denial = T+30 days (T = date of receipt of last documents) • Escalation Matrix when TAT is not satisfied Email to – liabilityclaims@hdfcergo.com	NA
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**	Grievance Redressal Procedure

		(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 **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.