CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED Registered Office: 2nd Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001. Toll free: 1800 208 9100, T: +91 (0) 44 4044 5400, F: +91 (0) 44 4044 5550 Email: <u>customercare@cholams.murugappa.com</u>; website: <u>www.cholainsurance.com</u> IRDA Regn. No.123; PAN AABCC6633K CIN U66030TN2001PLC047977



	This descent and it	CUSTOMER INFORMATION SHEET	aumant
SI.	This document provide	es key information about your policy. You are also advised to go through your policy do Description (Please refer to applicable Policy Clause Number in next	Policy Clause
No.	Title	column)	Number
1	Product Name	PRODUCT LIABILITY INSURANCE POLICY	
2	Unique Identification Number (UIN) allotted by IRDAI	IRDAN123RP0043V01200203	
3	Structure	Trigger (basis of policy): Claims made & Reported; Insurer's obligation: Right and Duty to defend	
4	Interests Insured	The Insurer will protects and indemnify the Insured broadly against cost and settlement or award for damage following third party claims for bodily injury (BI) and property damage (PD) arising out of premises, operations, products and completed operations (PCO); and advertising and personal injury (API) liability, which the Insured is legally obligated to pay	
5	Sum Insured	Company's total liability to pay compensation, claimant's costs, fees and expenses and defence costs shall not exceed the Limit of Indemnity stated in the Policy Schedule in the form of Any one Accident (AOA) limit and Aggregate one Year (AOY) limit. • Any one Accident (AOA) Limit - It defines the maximum amount payable for each accident under the policy. The AOA limit is assessed with the nature of business operations and worst possible loss in the premises. • Aggregate one Year (AOY) Limit - It describes the maximum payable amount for any one year under the policy. The applicant has to choose the ratio of AOA to AOY from any of the following choices: 1:1, 1:2, 1:3, 1:4.	
6	Policy Coverage	 1. GENERAL LIABILITY <u>Coverage-A</u> Premises Liability: arising out of an organization's premises (whether owned, rented, or occupied); Operations Liability: arising out of an organization's ongoing or current operations or work (in a plant, at a jobsite, etc); Extension -1 under Coverage-A Fire damage to rented premises liability on per event basis subject to overall limit <u>Coverage-B</u> Personal & Advertising Injury: False Arrest, Detention or Imprisonment Malicious Prosecution Wrongful Eviction or Wrongful Entry Defamation, Libel or Slande Oral or Written Publication that Violates Person's Right of Privacy Use of another's Advertising Idea in Your Advertisement <u>Coverage -C</u> Policy pays Medical Expenses, incurred on third party, as described below for bodily injury caused by an accident: On premises you own or rent; On ways next to premises you own or rent; or Because of your operations Where reimbursement of medical expenses are done on no-fault-liability basis, wthin terms and condiions of the policy. The limit offered is on Per Person basis subject to overall Limit 2. PRODUCT COMPLETED OPERATION LIABILITY Products Liability: arising out of products made, sold, or distributed by an organization which have been relinquished to the party who is alleging injury or damage; Completed Operations Liability: arising from work (other than products) that an 	

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		arganization has	
		organization has finished and/or has been accepted or put to its intended use by a customer.	
		Besides the primary coverage, CGL policy also provides for some supplementary	
		benefits like cost of bail	
		bond and loss of earming up to INR 17,500; Prejudgement interest awarded	
		aganst the Insured on the	
		part of judgment Insurer pays, post judgement interest before Insurer pays The major extensions available under this policy are (as Endorsement wording):	
		Product Recall expenses	
		· AOG peril liability · Food & Beverages liability	
		Liquor liability (for Hotel/ Restaurant) except stand-alone bars	
		· Lifts & Escalator liability	
		• 72hrs sudden & accidental pollution liability with an option to increase it to	
		168hrs Terrorism legal liability (Territory & Jurisdiction: India) 	
7	Add-on cover	Travelling executives personal liability on worldwide basis for non-manual work	
'	Add-on cover	Transportation legal liability	
		Personal property under Care, Custody and Control	
		· Vendor's Liability (Unnamed basis)	
		Technical Collaborators Liability	
		Other extensions are also available but offered on case to case basis depending	
		on applicability and requirement	
		The Insured shall bear as Compulsory Excess the amount or percentage of the limit	
8	Loss Participation	of indemnity per any one accident so stipulated in the Schedule attached to the	
Ū	Looo rantopation	policy	
-		Some of the key exclusions are -	
		Employers liability including Workmen's Compensation exclusion	
		Damage to property- Named insured's own property,	
		Employment – Related Practices Exclusion	
		Enhancement, Maintenance or prevention expenses excluded	
9	Exclusions	Liability under Motor Vehicles Act absolute exclusion	
		Manufacturing and /or production and or formulation in USA/Canada	
		Expected or Intended Injury	
		Absolute asbestos liability exclusion	
		Deliberate, willful, malicious, intentional and criminal acts liability absolute exclusion	
		(a) CLAIMS MADE CLAUSE:	
		The insurer shall pay the loss resulting from any claim first made against the	
		insured during the	
		policy period due to the operation of any insured peril (b) EXTENDED CLAIM REPORTING CLAUSE	
		the Company will allow a time limit not exceeding 60 days from the date of expiry	
10	Special conditions and	or cancellation of the policy provided no insurance is in force during this extended	
	warranties (if any)	reporting period of the same interest, for notification of claims for accidents which	
		had taken place during the period of insurance	
		(c) RIGHT TO DEFEND CLAUSE	
		The Insurer shall have the right to defend only for any suit against the Insured seeking Damages which are	
		payable under the terms of this Policy	

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11	Admissibility of Claim	Duties In The Event Of Occurrence, Offense, Claim Or Suit a. You must see to it that we are notified as soon as practicable of an occurrence or offense which may result in a claim. To the extent possible, notice should include: (1) How, when and where the occurrence or offense took place; (2) The names and addresses of any injured persons and witnesses; and (3) The nature and location of any injury or damage arising out of the occurrence or offense. Notice of an occurrence or offense is not notice of a claim. b. If a claim is received by any Insured, you must: (1) Immediately record the specifics of the claim and the date received; and (2) Notify us as soon as practicable. c. You and any other involved Insured must: (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a suit; (2) authorize us to obtain records and other information; (3) Co-operate with us in the investigation or settlement of the claim or defense against the suit; Legal Action Against Us No person or organization has a right under this Coverage Part: a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or b. To sue us on this Coverage Part unless all of its terms have been fully complied with.	
12	Policy Servicing - Claim Intimation and Processing	For queries related to policy / claim servicing, please contact us at our Toll free number 1800-208-9100 or write to us at customercare@cholams.murugappa.com. Claim intimations be sent to notifyclaim@cholams.murugappa.com Documents required for Claim processing: Claim form, Detailed note on the event leading to the loss, Any Legal notice / summon received from the aggrieved party, Defence initiated from your end, if so what are the grounds, KYC documents PAN, ROC certificate, Aadhar, GST Registration Cert Etc., What are the preventive measures initiated to avoid recurrence, Any other Document Turn Around Time for claims settlement is 7 Days from receipt of Award / Last Document	
13	Grievance Redressal and Policyholders Protection	GRIEVANCES 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: 1. Our Grievance Redressal Officer You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address: In case of any grievance the insured person may contact the company through Website: www.cholainsurance.com Toll free: 1800 208 9100 E-Mail: customercare@cholams.murugappa.com Courier: Manager, Customer Care Chola MS General Insurance Company Limited. Hari Nivas Towers First Floor, #163, Thambu Chetty Street, Parry's Corner, Chennai - 600 001. Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at GRO@cholams.murugappa.com For details of grievance officer, kindly refer the link www.cholainsurance.com If Insured Person is not satisfied with the redressal of grievance through above	

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		 methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management system https://bimabharosa.irdai.gov.in/ 2. Consumer Affairs Department of IRDAI a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI personal cell of the Consumer Affairs Department of IRDAI personal cell of the Consumer Affairs Department of IRDAI personal cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or 	
		sending an e-mail to complaints@irdai.gov.in. You can also make use of IRDAI's online portal – Bima Bharosa Portal by registering Your complaint at https://bimabharosa.irdai.gov.in/	
		b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.	
		c. You can visit the portal https://bimabharosa.irdai.gov.in/ for more details.	
		3. Insurance Ombudsman You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at https://www.cioins.co.in/ombudsman, or on company website www.cholainsurance.com.	
14	Obligations of Policyholder	Duty to Notify - To notify the Insurance Company promptly of any potential claims or lawsuits that may arise. Duty to cooperate - The Insured must cooperate fully with the Insurance Company in the investigation and defence of any claim or lawsuits. Duty to Mitigate - The insured must take reasonable steps to mitigate any damages that may arise from a potential claim or lawsuit. Duty to disclose - The insured must disclose all relevant information to the insurance company while applying for the commercial liability policy.	
	Declaration by the Policy		1
	I have read the above and confirm having noted the details		
	Place:		Oise stress (11
	Date:		Signature of the Policyholder:
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Note:

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