



## COMPREHENSIVE GENERAL LIABILITY INSURANCE

### PROSPECTUS

Comprehensive General Liability is designed as a form of indemnity insurance for all types of business to protect business from liability claims with regards to bodily injury, property damage and personal injury caused by the business's operations, products or injuries that might have occurred on the business owner's premises.

This is a combination product to cover General liability (Premises coverages) and Product liability coverages and Personal & Advertising Injury.

General Liability- refers to losses caused by injuries to persons and legal liability imposed on the insured for such injury or for damage to property of others.

Product Liability- refers to protection against losses arising out of the legal liability incurred by an insured because of injury or damage resulting from the use of a covered product or out of the liability incurred by a contractor after a job is completed (completed operations cover).

Personal and Advertising Injury- refers to losses out of means injury, including consequential "Bodily injury" arising out of one or more of the following offenses:

- a) False arrest, detention or imprisonment;
- b) Malicious prosecution;
- c) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d) Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e) Oral or written publication, in any manner, of material that violates a person's right privacy;
- f) The use of another's advertising idea in your "Advertisement"; or
- g) Infringing upon another's copyright, trade dress or slogan in your "Advertisement".

#### Risks Covered

- i. Damages incurred by the insured out of Bodily Injury or Property Damage
- ii. Damages Incurred by the insured out of personal and



advertising injury iii. Supplementary Costs which include below costs:

- (a) Defence Costs
- (b) Cost of Bail Bonds up to INR 20,000
- (c) The cost of bonds to release attachments, however, this is only for bond amounts
- (d) All Reasonable expenses incurred by the insured at Insurer's request to assist Insurer in the investigation or defence of the claim or "Suit", including actual loss of earnings up to INR 20,000 a day because of time off from work.
- (e) All court costs taxed against the insured in the "Suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- (f) Pre-judgment interest awarded against the insured on that part of the judgment Insurer will pay. If the Insurer make an offer to pay the applicable limit of insurance, the Insurer will not pay any pre-judgment interest based on that period of time after the offer.
- (g) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

iv. Medical payments which include below expenses:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

These payments are made on no-fault basis. Deductible/policy retention is not applied on this coverage

## Major Exclusions

- 1. Alcoholic Beverage Liability
- 2. Athletics Activities
- 3. Aircraft Product
- 4. Abuse or Molestation
- 5. Asbestos Exclusion
- 6. Aircraft, Auto or Watercraft
- 7. Breach of Contract
- 8. Criminal Acts



9. Contractual Liability
10. Damage to Property
11. Damage to 'Your Product'
12. Damage to 'Your Work'
13. Damage to Impaired Property or Property Not Physically Injured
14. Employer's Liability
15. Expected or Intended Injury
16. Electronic Data
17. Electronic Chatrooms Or Bulletin Boards
18. Hired Person
19. Infringement Of Copyright, Patent, Trademark Or Trade Secret
20. Insureds In Media And Internet Type Businesses
21. Injury on Normally Occupied Premises
22. Knowing Violation Of Rights Of Another
23. Nuclear Liability Exclusion
24. Multiplied or Punitive Damages or Penalties
25. Mobile Equipment
26. Material Published Prior To Policy Period
27. Material Published With Knowledge of Falsity
28. Pollution
29. Professional Liability
30. Quality Or Performance of Goods – Failure To Conform To Statements
31. Recall Of Products, Work Or Impaired Property
32. Radioactive contamination
33. Recording And Distribution Of Material In Violation Of Law
34. Silica
35. Toxic Mould
36. Unapproved "Your product"
37. Unauthorized Use Of Another's Name Or Product
38. War & Terrorism
39. Workers' Compensation and Similar Laws

#### Limit of Liability

The limit of Indemnity under I-Elite CGL policy is estimated on the basis of aggregate limit. An aggregate limit is the most an insurer will pay during the policy period.

There is a provision of increasing the aggregate limit on payment of additional premium, the aggregate limit can be increased by way of an endorsement. This can be out of increase in the business of the insured or new contractual requirement of the Insured.



### Benefits of buying this policy

- This policy will help in protecting business from claims arising out of injuries caused to other person due to Insured's business operations
- It will protect if damages occur to the property of others
- Reputational harm, false arrest or any personal Injuries can be taken care of through this policy
- The supplementary payments coverage will provide protection in defense costs, investigations costs as well.
- While entering into a contract, the clients ask for a I-Elite CGL policy thereby helping the Insured to add their client's name as an additional insured in the policy

### Claims

The Insured must submit claims notifications in writing to:

ICICI Lombard General Insurance Company Limited

ICICI Lombard House, 414,

Veer Savarkar Marg, Prabhadevi Mumbai 400 025

Such notice shall be effective on the date of receipt by the Company at such address

### Cancellation

The Insured can cancel the policy at any time during the term, by informing the company.

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the policyholder.

The Company shall –

- i) refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.
- ii) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

### Grievance Redressal

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website [www.icicilombard.com](http://www.icicilombard.com) (Customer Support section).



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/> or IRDAI Grievance Call Centre (IGCC) at their toll free no. 1800 4254 732 / 155255.

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: [www.irdaindia.org](http://www.irdaindia.org), or on the Company's website at [www.icicilombard.com](http://www.icicilombard.com).

## **STATUTORY WARNING PROHIBITION OF REBATES**

**(Under Section 41 of Insurance Act, 1938)**

**(Amendment Act 2015)**

- 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 lakhs.

### **ICICI Lombard General Insurance Company Limited**

**Mailing Address:** 601 / 602, 6th Floor, Interface Building No. 16, New Link Road Malad (W), Mumbai - 400 064..

**Registered Office Address:** ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025.

**Visit us at [www.icicilombard.com](http://www.icicilombard.com) • Mail us at [customersupport@icicilombard.com](mailto:customersupport@icicilombard.com)**

**Toll Free No.: 1800 2666 • Chargeable No.: +91 91 86552 22666 • Insurance is the subject matter of solicitation.**

**IRDA Reg. No. 115. • CIN: L67200MH2000PLC129408.**