

## Commercial General Liability

### Prospectus

The Commercial General Liability policy is the ideal policy for organisations that are proactive in their approach towards Liability issues. It is accepted the world over as the complete policy to provide seamless protection to the Insured, and covers Third party Liabilities arising from various business exposures such as those arising from Premises, Products and Completed operations, Advertising and Personal injury and also provides Supplemental payments, thus ensuring complete protection to the insured against Liability issues.

Who is indemnified:

- ❖ Insured Company
- ❖ At the request of the Insured, any party who enters into an agreement with the Insured for any purpose of the Business.
- ❖ Officials of the Insured in their business capacity or private capacity.
- ❖ Any person who at any time is has been or may become during the period of this Certificate a partner or director.
- ❖ Any person who is or has been employed under a contract of service including Self Employed Persons.
- ❖ The estates and/or the legal representatives in the event of the death or incapacity of the Assured or of any of the persons defined in (i) and (ii) above.

#### Who is Covered

- ❖ **BODILY INJURY AND PROPERTY DAMAGE LIABILITY** from a Third Party. Damages because of bodily injury include damages claimed by any person or organization for care, loss of services, or death resulting at any time from the bodily injury.
- ❖ **Products-completed operations hazard:**  
Includes all bodily injury and property damage occurring away from premises you own or rent and arising out of your product or your work except, Products that are still in your physical possession, Work that has not yet been completed or abandoned.

#### ❖ PERSONAL AND ADVERTISING INJURY LIABILITY

Slander or damage to reputation falls under personal injury. Advertising injury protects companies from charges of negligence that result from the promotion of its own goods or services.

Personal and advertising injury means injury, including consequential bodily injury, arising out of false arrest, detention or imprisonment, Malicious prosecution etc

- ❖ Medical Payments - medical expenses bodily injury caused by an accident (First aid administered at the time of an accident; Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and Necessary ambulance, hospital, professional nursing and funeral services.)

- ❖ Fire Damage / Premises rented to you

Includes the damage due to Fire , Explosion water discharge from a pipe or water system; or impact of a motor vehicle.

#### **Protection provided**

1. Legal costs in defending allegations or suits brought against the insured entity / Employees.
2. Any awards granted to the claimants, including out of court settlements.
3. Legal costs / awards arising out of the activities of Specialist Consultants, Sub-Contractors or any other person(s) or entity acting on the Assured's behalf and for whom the Assured are responsible. Provided always that underwriters shall become subrogated to all rights of recourse of the Assured

#### **Key Policy Features**

The policy can be obtained on either "Claims Made Basis" or Occurrence Based with each having its advantages and disadvantages.

Where a policy is written on a "claims-made" basis, this means that the policy in force at the time a claim against you is made will pay for losses, regardless of when they occurred in the past. (Assuming no retroactive inception date restriction).

With an "occurrence" based policy, even though the policy may have expired, provided the policy was in force at the time that the bodily injury or property damage occurred, a claim can still be made against it.

### **Main Exclusions**

Each Section of Cover has its own exclusions. However broad exclusions are :

- ❖ Professional Indemnity Exclusion.
- ❖ Care, Custody and Control Exclusion.
- ❖ Advertising Legal Liability Exclusion
- ❖ Expected or Intended Injury
- ❖ Liquor Liability
- ❖ Workers' Compensation and Similar Laws
- ❖ Pollution
- ❖ Aircraft, Auto or Watercraft excluding non owned
- ❖ War and Terrorism
- ❖ Recall Of Products, Work Or Impaired Property
- ❖ Employment-Related Practices
- ❖ Asbestos

### **This Prospectus**

This prospectus gives information only. This is not an insurance contract. Each insurance cover is subject to terms and conditions, which You can read in the **Commercial General Liability Policy** document. You must read the policy document to know the insurance cover fully. You can get a copy of the **Commercial General Liability Policy** from Our branch or from Our website <https://general.futuregenerali.in/> . For any legal interpretation, policy document will hold.

**Note: Insurer to mention details of website.**

### **Grievance**

If You have any grievance about any matter relating to the policy, or Our decision on any matter, or Our decision about Your claim, You can pursue Your grievance with

1. Our Grievance Redressal Officer
2. The Consumer Affairs Department of IRDAI—You can register Your grievance on IRDAI's Integrated Grievance Management System (IGMS),
3. The Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any, or
4. The Consumer Protection Forum or the Court.

### **About Our Company**

Future Generali India Insurance is a joint venture between the Future Group – the game changers in Retail Trade in India and Generali - an 190 year old global insurance group featuring among the world's 60 largest companies\*. Future Generali has been aptly benefitting from the Indian expertise and network of Future Group and the global insurance insight in diverse product classes of Generali Group. Our competitive edge, extensive range of general insurance products, wide network, claim servicing capabilities and the ability to provide all possible general insurance solutions under one roof, makes us the most preferred partner for our customers.

\*As per Fortune Global 500 Ranking (2017)

### ***INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates***

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 a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

**Disclaimer: In the event of any question relating to interpretation of the insurance coverage, the policy document will prevail.**

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