

INDUSIND COMPREHENSIVE GENERAL LIABILITY POLICY (CGL) - PROSPECTUS

This Policy is designed to protect businesses against claims for which they may be legally liable to third parties for Bodily Injury, Property Damage, Personal and Advertising Injury. It also covers defense costs, fees and expenses subject to the Limits of Indemnity under the Policy.

CGL policy covers a wide range of liability loss exposures of commercial organizations. The loss exposures come under following broad categories:

- Premises Liability Risks
- Products and completed operations Liability Risks
- Personal and Advertising injury liability
- Fire Damage to rented premises
- Medical payments

1 Premises Liability Risks

Premises liability is intended to cover the injuries for Coverage A and B that may occur while work is being performed at the premises of the named insured. It does not involve operations that have been completed or products liability.

2. Products and completed operations Liability Risks

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 organization has finished and/or has been accepted or put to its intended use by a customer.

3. Personal and Advertising injury liability

Personal Injury Liability: arising out of alleged offenses such as libel, slander, false arrest, and others;

Advertising Injury Liability: arising from an organization's advertising which others allege caused them to sustain certain losses or suffering

4. Fire Damage to rented premises

Fire Damage refers to fire damage legal liability. If you rent some property and cause fire damage to it, the liability excludes property in the insured's care, custody or control.

This coverage is over & above fire insurance policy of the owner

5. Medical payments

This is referred to as no-fault coverage. If an invitee comes onto the premises and is injured because of a bad sidewalk, this coverage will pay for the medical expenses so that perhaps the injured person will bring a suit for damages.

Deductible not applies on this.

Common Exclusions to CGL Cover

- Contractual Liability
- Workmen's Compensation/Employer's Liability
- Professional Liability/ Errors & Omission liability
- Directors and Officers Liability
- War and Nuclear Risks
- Statutory Liability (Public Liability Act 1991)
- Fines, Penalties, Punitive and Exemplary Damages Exclusion
- Asbestosis
- Property Damage to Electronic Data Exclusion
- Aircraft, Auto or Watercraft

IndusInd General CGL Form contain the following section

• Section I - Coverages

Coverage A: Bodily Injury and Property Damage Liability

- Insuring Agreement
- Exclusions

Coverage B: Personal and Advertising Injury

- Insuring Agreement
- Exclusions

Coverage C: Medical Payments

- Insuring Agreement
- Exclusions
- Supplementary Payments – Coverage A and B

• Section II – Who is and Insured

1. Individual-Named Insured and his spouse
2. Partnership-Partners and their spouses (only to the conduct of business)
3. Limited Liability Co.-Members of the company

• Section III - Limits of Insurance

• Section V - Commercial General Liability Conditions

• Section VI - Definitions

PROHIBITION OF REBATES - SECTION 41 OF INSURANCE ACT 1938 AS AMENDED BY INSURANCE LAWS (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 lakh rupees.

