



## COMMERCIAL GENERAL LIABILITY INSURANCE

### PROSPECTUS

#### 1 INTRODUCTION

Commercial General Liability Insurance Policy protects the liability of the policyholder arising out of the Covered Losses includes Personal Injury, Property Loss, Financial Loss, Mental Anguish, Service Deficiency or Income Loss subject to the terms, conditions and exclusions of this Policy during the Policy Period.

#### 2 SCOPE OF COVER:

The Policy Schedule will specify which Covered Loss is in force under the Policy.

Claims made in respect of a Covered Loss, as applicable under this section, shall be subject to the availability of the Limit of Liability, and applicable Sub-limits, Co-payment, Depreciation, Salvage, Deductibles/Excess and other conditions specified in the Policy Schedule against the Covered Loss claimed under, and subject always to the terms, conditions and exclusions of this Policy.

All claims and payments made under any Insuring Clauses hereunder shall be in accordance with the 'Claims Procedure' and 'Basis of Claim Settlement' Sections as set out in this Policy.

##### 2.1 Insuring Clause

We will indemnify you up to the Limit of Liability shown in the Policy Schedule for all sums that you become legally liable to pay to a third party under Contract with such third party, as compensation for any of the following Covered Loss(es):

- (a) "Personal Injury" and/or
- (b) "Property Loss" and/or
- (c) "Financial Loss" and/or
- (d) "Mental Anguish" and/or
- (e) "Service Deficiency" and/or
- (f) "Income Loss"

provided that such Covered Loss:

- a. results from an Occurrence precisely specified in Your Contract, and specified in the Policy Schedule; and
- b. happens during the Policy Period, within the Territorial Limit and in connection with the business specified in the Policy Schedule, in accordance with the terms of this Policy.

If specified in the Policy Schedule for above mentioned Covered Losses, a) "Personal Injury", b) "Property Loss" and c) "Financial Loss", indemnity under this Insuring Clause shall be available for any legal liability to pay to a third party without the same being evidenced by a Contract with such third party.

##### 2.2 Legal and Other Costs

If specified to be covered in the Policy Schedule, within the Limit of Liability, together with the compensation referred to in the Insuring Clause (Section 2.1), We will indemnify You for legal defence costs necessarily incurred in relation to a claim covered by this Policy. You must obtain our prior written consent before incurring any legal defence costs which are submitted for reimbursement under this Policy.



### 2.3 Mitigation Costs

If specified to be covered in the Policy Schedule, within the Limit of Liability, We will indemnify You for the necessary cost of temporary repairs incurred to prevent any immediate threat of Property Loss or Personal Injury or Financial Loss, the liability for which would otherwise be indemnifiable under the Insuring Clause (Section 2.1).

## 3 GENERAL EXCLUSIONS OF THE POLICY

We shall not be liable to make any payment for any claim under the Policy, directly or indirectly for, caused by, arising from or in any way attributable to any of the following:

- a. This Policy does not cover any liability arising on account of an occurrence which is prior to or beyond the Term of the Contract (ie, duration of the underlying Contract), notwithstanding the persistence of the Policy Period specified in the Policy Schedule.
- b. **Asbestos:** This Policy does not cover any liability connected in any way with asbestos, or with any product or material containing asbestos.
- c. **Explosives:** This Policy does not cover liability connected in any way with blasting operations or the handling or use of explosives.
- d. **Radioactive Contamination:** This Policy does not cover liability directly or indirectly caused by, or contributed to, or arising from:
  - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or fission of nuclear fuel; or
  - ii. radio-active toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
- e. **War:** This Policy does not cover liability for any 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.
- f. **Professional Advice:** This policy does not cover liability arising out of your giving or failing to give any professional advice in consideration for a fee nor does it cover liability arising out of any error or omission in any such advice.
- g. **Specification, Formula or Design:** This policy does not cover liability arising directly or indirectly out of:
  - i. any design, plan, specification, formula or pattern that you provide for a fee; or
  - ii. any error or omission associated with any such design, plan, specification, formula or pattern.
- h. **Legal Liability in Tort:** This Policy does not cover any legal liability unless:
  - i. You have expressly assumed it in Contract; and
  - ii. the liability would not have attached in the absence of that Contract.
- i. **Penalties and Damages** This Policy does not cover liability for any:
  - i. aggravated or exemplary damages irrespective of whether agreed in the Contract and/or that may be awarded by any court of law in the Territorial Limit;
  - ii. any fine; or
  - iii. any liquidated damages or other penalty imposed under the terms of Contract, or any warranty or agreement.
- j. **Punitive Damages:** Punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages.
- k. **Pollution:** This Policy does not cover the liability arising directly or indirectly out of the discharge, dispersal, release, escape, removal, nullification, cleaning up or any measures taken to prevent



escape of any Pollutant; or However, this exclusion does not apply where the discharge, dispersal, release or escape results from a sudden identifiable event:

- i. that you neither expected nor intended; and
- ii. that took place in its entirety at a specific time and place.

- I. **Breach of Contract:** This Policy does not cover Breach of Contract where:
  - i. liability is incurred through your failure to arrange or maintain an insurance required by any law or statute; or
  - ii. liability arising on account of violation of any legal and/or regulatory provision; or
  - iii. liability which is covered by any of the policies listed in the proposal form or elsewhere in the information you provided to us; or
  - iv. any liability that would have been recoverable from another party but for your release, waiver or limitation of that liability. However, this exclusion does not apply to any such waiver or limitation that is required by Contract
- m. **Consequential Loss:** This Policy does not cover liability for any consequential loss arising out of, resulting from, in consequence of, contributed to or aggravated by the occurrence of any Covered Loss indemnifiable under this Policy.
- n. **Loss to Employees** This Policy does not cover:
  - i. liability for a Covered Loss in relation to any Employee arising directly or indirectly out of the Employee's employment in the Contract except that this exclusion shall not apply to the liability of another for such Personal Injury where you have assumed that liability under Contract; or
  - ii. any claim arising under Employee's compensation legislation or under any industrial award or agreement or determination; or
  - iii. any claim that is or would be within the scope of any insurance cover mandated under any applicable law/regulation, irrespective of whether such insurance cover was maintained or not; or
  - iv. any claim connected with an Employee's contract of employment.
- o. Any Covered Loss deemed contrary to public policy, or which is uninsurable under Indian law.
- p. You committing or attempting to commit a breach of law with criminal intent.
- q. Any events or occurrence that is expressly specified to be excluded from the scope of this Policy in the Policy Schedule.
- r. Damage to Alienated Premises
- f.s. Terrorism:** We will not liable to pay for any damages, loss, cost or expense arising out of any act of terrorism. This insurance also excludes any damages, loss, cost or expense arising out of any action in controlling preventing, suppressing or in any way related to any act of terrorism



#### 4 LIMIT OF LIABILITY

Our liability during the Policy Period with respect to the Covered Loss under this Policy, and in the aggregate in respect of all claims shall not exceed the Limit of Liability specified in the Policy Schedule.

#### 5 BASIS OF CLAIM SETTLEMENT

All settlements made under the Policy shall be subject to the following conditions:

- a. **Ownership of Salvage:** We shall have ownership and the right to possession of all Salvages and other recoveries from claims, if applicable and specified in the Policy Schedule for the Covered Loss. All Salvage shall be Our property and We shall not be liable to return such property to You or any Customer, unless otherwise agreed to and specified in the Policy Schedule.
- b. **Covered Loss:** Indemnification of Your actual liability under the Contract and covered under this Policy shall be always subject to the Covered Loss/categories of perils specified in the Policy Schedule, Sub-Limits, and any General Exclusions specified under the Policy that may be applicable to a claim made against You.
- c. **Records:** For any Contract pertaining to the Covered Loss under this Policy (or categories of such Covered Loss) and specified as such in the Policy Schedule, it is a Condition Precedent to Our liability that You shall create and maintain an MIS, which shall be an accurate and updated record containing the full particulars of all such issued Contract and each Covered Loss.

#### 6 CLAIMS PROCEDURE:

On the occurrence of or discovery, whichever is earlier, of any event which may give rise to a claim under this Policy, the Insured shall:

- a. Give immediate notification to Us on Our mail ID: [hello@acko.com](mailto:hello@acko.com) or contact number: 1860 266 2256 or thereof in writing to Our nearest office, with a copy to Our policy issuing office;
- b. Lodge a complaint with the police regarding this incident, if applicable;
- c. Take all steps within Your power to minimize the extent of loss. You shall not do anything which would in any way increase the extent of the loss under any Covered Service Promised;
- d. Provide Us with all necessary information and documentation in respect of the Claim as indicated below and deliver to Us a detailed statement in writing regarding the Loss to the Covered Service Promised, within 30 days of the occurrence of the event giving rise to a claim under the Policy. Along with an updated MIS, the complete record of the Covered Service Promised shall be provided to Us at the time of Claim, along with a copy of the Customer's Invoice.
- e. Give Us/Our representatives all reasonable assistance and co-operation in investigating the claim and provide any proof reasonably required in order to assess the correctness thereof, Our liability under the Policy and quantum in respect of such Claim.

#### Claim Documentation:

- i. Contract Copy (wherever applicable)
- ii. Proof of Covered Loss
- iii. Ownership proof
- iv. Copies of valid KYC documents of the Nominee/ claimant (such as Passport/ PAN Card/ Aadhar number etc);
- v. Legal heir certificate, in the event of death where the Nominee is also deceased
- vi. Copy of FIR/ MLC (if MLC is done) - where applicable- Attested by issuing authority
- vii. Death/ Disability Certificate attested by issuing/ appropriate authority.



- viii. Leave certificate from the employer (wherever applicable)
- ix. Name and address of the attending Medical Practitioner
- x. Medical reports, case histories, investigation reports, treatment papers as applicable
- xi. Discharge summary/ certificate
- xii. Any additional document might be asked by Us, if required.

## 7 CLAIMS PAYMENT:

- a. Claims made in respect of an Insured for any of the Insuring Clauses applicable to the Insured shall be subject to the availability of the Sum Insured, and applicable Sub-limits, Co-payment, and Deductibles specified in the Schedule or the Policy against the Insuring Clause(s).
- b. We shall make the payment of claim that has been admitted as payable by Us under the Policy within 30 days of submission of all necessary documents and information and any other additional information required for the settlement of the claim.
- c. All claims will be investigated (as required) and settled in accordance with the applicable regulatory guidelines, including the IRDAI (Protection of Policyholders Interests) Regulations, 2017.

## 8 CONTACT US

1. You can reach Us through any of the following methods:
  - **Call Us on Our toll free number: 1860 266 2256**
  - **Write to us On at: [hello@acko.com](mailto:hello@acko.com)**
  - **Visit Our website: [www.acko.com](http://www.acko.com)**
2. If you have a grievance that You want Us to redress, You may contact Us with details of Your grievance through:
  - **Website: [www.acko.com](http://www.acko.com)**
  - **Email: [grievance@acko.com](mailto:grievance@acko.com)**
  - **Toll Free No: 1860 266 2256**

## 9 SECTION 41 OF INSURANCE ACT, 1938 (PROHIBITION OF REBATES, As Amended)

1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out 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 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 prospectus or tables of the insurers.
2. Any person making default in complying with the provisions of this section shall be liable for penalty which may extend to 10 lakh rupees.

## 10 DISCLAIMER:

- This is only a summary of the product features. The actual benefits available are as described in the policy and will be subject to the policy terms, conditions and exclusions. Please seek the advice of your insurance advisor if you require any further information or clarifications.

**Note:** *Policy Term and Conditions & Premium rates are subject to change with prior approval from IRDAI.*