Liberty General Insurance Limited
Corporate Identity Number: U66000MH2010PLC269656.
IRDAI Registration No.150
Unit 1501&1502, 15th Floor, Tower 2, One International Center,
Senapati Bapat Marg, Prabhadevi, Mumbai – 400013,
Phone: +91 226700 1313 Fax: +91 226700 1606
Website: www.libertyinsurance.in
UIN: IRDAN150CPMS0034V01202627

LIBERTY CONTRACTUAL LIABILITY INSURANCE

PROSPECTUS AND SALES LITERATURE

Introduction

As a business, organizations enter into various contracts with other organizations or end customers related to a service that they are providing.
The Contractual Liability Insurance cover indemnifies the Insured against contractual liability arising due to an event/risk mentioned under Contract which is part of the Policy Schedule

What is covered

This Policy covers service type of contracts, which will form part of the Policy Schedule, for all for all sums You become legally liable for any Financial Loss to the Contracting Party under Contract(s) issued during the Period of Insurance for:
1. An Occurrence specified in the Policy Schedule, pursuant to such liability and
2. Happening in connection with the business within the Territorial Limit as specified in the Policy Schedule arising during the Contract Period.

Liability arising in respect of an Occurrence shall be subject to the applicable Sub-Limits and Deductible as specified in the Policy Schedule and to the terms, conditions, special conditions, endorsements and exclusions of this Policy.

What is the policy period

The policy period will be the Contract period as specified in the Policy Schedule

Who can buy this Policy

Contractual Liability Policy can be bought by any organization that assumes liability under contracts such as Contractor or Subcontractor, Manufacturer's & Suppliers, Service providers, Consultants, Vendors working under agreements, Professionals & firms.

What is not covered

Any claim arising out of or on account of the following, whether directly or indirectly, shall be excluded under the Policy, unless specifically covered and mentioned in the Policy Schedule:

1. Any Contracts which are:
   i. Verbal or oral;
   ii. Unconditional or deemed.
2. A claim where any liability under a Contract cannot be quantified, measured, or assessed.
3. Any claim arising due to unlawful act(s) or illegal activity(ies) including but not limited to criminal act(s) or intentional or fraudulent act(s) by You or Your representative/employee or by the Contracting Party, including a family member, domestic help, employee or staff member of Contracting Party.
4. Any obligation, commitment, or act that the Contracting Party has not performed that he was supposed to perform as per the terms and conditions of the Contract.
5. Any claim arising due to a decision or action or omission of Your employee/s including directors, officers and/or managers.
6. Any claims or resultant liability in relation to costs which are recoverable from any other third-party, vendor or service provider under a separate Contract or arrangement, including but not limited to any[refund programme, warranty or insurance Policy.
7. Any claims connected in any way to any incidents of theft, robbery or burglary.
8. Any claims made against You by a third-party, who is not the Contracting Party under the Contract.
9. This Policy does not cover any liability arising as a consequence of "Illness" and/or Injury and/or Property Damage, or any other liability arising out of losses which are consequential or indirect to the losses indemnifiable under this Policy.
10. Any unexplained loss/damage/disappearance of a product covered under the Contract.
11. Any claim arising due to misuse, reckless, abusive, wilful or intentional conduct associated with handling and use of a product covered under the Contract.

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

12. Any latent / inherent defect or recall campaign in the event of mass failure of the products covered or any use other than in accordance with such product manufacturer's recommendation or use of any accessory which has not been approved by the manufacturer with the product.
13. Any pre-existing conditions in relation to damage or cosmetic issues including but not limited to peeling of paint, scratches and dents, that do not otherwise affect the functionality of the product.
14. Any product where identification could not be established at the time of claim as identification number (or any unique number used to similarly identify such product) has been altered, defaced or removed, except where product identification details could not be established due to damage by fire.
15. Any product that has been modified to alter its functionality or capability without the written permission of manufacturer.
16. Any claims not directly arising from Your Contract, such as claims arising from any services rendered or the products offered by the Contracting Party onwards to other third-parties or customers.
17. Design, Material and Workmanship: This Policy does not cover liability arising due to:
    i. Any component part or individual item of product which is the subject matter of the Contract, and which is defective in design, plan, specification materials or workmanship; or
    ii. Such product lost or damage to enable replacement, repair or rectification of the otherwise undamaged product excluded by (i) above.

    Note: Clause (i) above shall not apply to other parts or items of product which are the subject matter of the Contract, and which are free from defect but are damaged in consequence thereof. For the purpose of the Policy and not merely this exclusion, product which is the subject matter of the Contract shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the product or any part thereof.
18. This Policy does not cover any claim connected in any way with asbestos, or with any product or material containing asbestos.
19. This Policy does not cover any claim connected in any way with blasting operations or the handling or use of explosives.
20. This Policy does not cover any claim directly or indirectly caused by, or contributed to, or arising from:
    i. Ionizing radiation 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.
21. This Policy does not cover any claim 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.
22. This Policy does not cover any claim arising out of or attributable to Your giving or failure to give any professional advice in consideration for a fee or arising out of any error or omission in any such advice.
23. This Policy does not cover claim arising directly or indirectly out of:
    i. Any design, plan, specification, formula or pattern that You provided for a fee; or
    ii. Any error or omission is associated with any such design, plan, specification, formula or pattern.
24. This Policy does not cover any liability unless:
    i. You have expressly assumed it in Contract;
    ii. The liability would not have attached in the absence of that Contract; and
    iii. Agreed by Us and mentioned in the Policy Schedule.
25. This Policy does not cover liability for:
    i. Any aggravated or exemplary damages irrespective of whether agreed in the Contract and/or awarded by any court of law;
    ii. Any fine; or
    iii. Any liquidated damages or other penalties imposed under the Terms of Contract, or any warranty or agreement.
26. This Policy does not cover any claim 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, unless resulting from a sudden identifiable event:

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

i. That You neither expected nor intended; and
ii. That took place in its entirety at a specific time and place.

27. This Policy does not cover any liability arising due to Your breach of Contract where:
    i. Liability is incurred due to Your failure to arrange or maintain an insurance required by any law or statute; or
    ii. Liability arises on account of violation of any legal and/or regulatory provision; or
    iii. Any liability that would have been recoverable from the Contracting 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 already agreed under the terms of the Contract itself; or
    iv. Liability which is covered by any of the Insurance Policies listed in the Proposal Form or elsewhere in the information You provided to Us.
28. This Policy does not cover:
    i. Any liability for Injury to Insured's employee arising directly or indirectly out of the employment: or
    ii. Any claim arising under any 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.
29. This Policy does not cover any liability assumed by You from Cyber Loss caused by or arising from Your Internet Operations.
    'Internet Operations' means any of the following:
    i. The use of any electronic mail system by You or by anyone else at Your order or with Your consent; or
    ii. Access through Your network to the World Wide Web or a public internet site by You or by anyone else at Your order or with Your consent; or
    iii. Access to Your internal company information and computing resources that is made available through the World Wide Web or
    iv. The operation and maintenance of Your website.
30. Loss or damage caused by or arising out of Your wilful act or any person acting on Your behalf or Contracting Party including circumstances, facts or matters that You are or ought to be reasonably aware prior to the commencement of this Contract.
31. Any loss deemed contrary to public policy or which is uninsurable under Indian Law.
32. Any loss arising out of an act of terrorism.
33. Notwithstanding any other provision, clause or term of this Policy to the contrary, this Policy does not cover any Occurrence arising, whether directly or indirectly and/or in whole or in part, due to a Communicable Disease and/or any fear or threat thereof (whether actual or perceived). For avoidance of doubt:
    i. No other prior, concurrent or subsequent provision, clause, term or exception of this Policy (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this Policy;
    ii. Any change in the law clause or similar provision;
    iii. Any follow the fortunes clause or similar provision; and/or,
    iv. No change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this Policy that would otherwise be excluded through the exclusion set forth in this clause.

    If the Insurer alleges that by reason of this clause, any amount is not covered by this Policy, the burden of proving the contrary shall rest with the Insured

Grievance Redressal Procedure

We are committed to providing You with the best possible service. In case You are not satisfied with Our products or have a complaint to make about this Policy or the financial services We provide to You, please follow the below steps:

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

Step 1 Call us on Toll free number: 1800-266-5844 (8:00 AM to 8:00 PM, 7 days of the week) or Email us at: care@libertyinsurance.in or Write to us at: Customer Service Liberty General Insurance Limited Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg Prabhadevi, Mumbai, Maharashtra 400013	Step 2 If Our response or resolution does not meet Your expectations, You can escalate at Manager@libertyinsurance.in Step 3 If You are still not satisfied with the resolution provided, You can further escalate at Servicehead@libertyinsurance.in
Step 4 If your issue remains unresolved or if you are not satisfied with the resolution provided, you may escalate your grievance to our Grievance Redressal Officer (GRO). For GRO details, click here.	Step 5 If you are still not satisfied with the resolution provided, you may further escalate your grievance to our Chief Grievance Redressal Officer (Chief GRO). Chief GRO: Mr. Sachin Joshi ✉ Email us: gro@libertyinsurance.in

In case you are not satisfied with the decision or resolution provided by Liberty, you may approach the Insurance Ombudsman for redressal. The details of Insurance Ombudsman offices are given below

OMBUDSMAN DETAILS	
Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in	Karnataka.
BHOPAL Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir,Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh.

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

BHUBANESWAR Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455/2596429/2596003 Email: oio.bhubaneswar@cioins.co.in	Odisha.
CHANDIGARH Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: oio.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.
CHENNAI Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in	Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).
DELHI Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: oio.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Near Pan Bazar , S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp.Hyundai Showroom , A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Rajasthan

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

Tel.: 0141- 2740363 Email: oio.jaipur@cioins.co.in	
KOCHI Insurance Ombudsman Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College Ground,M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: oio.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in	List of wards under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N , S and T covered under Office of Insurance Ombudsman Thane and excluding areas of Navi Mumbai.
NOIDA Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: oio.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	Bihar, Jharkhand.

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

PUNE Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: oio.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district,Palghar District, Raigad district & Mumbai Metropolitan Region
THANE Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T."

Note: Address and contact number of Governing Body of Insurance Council
Council for Insurance Ombudsmen,3rd Floor,
Jeevan Seva Annex, S. V. Road, Santacruz (W), Mumbai -400 054.
Tel No: 022 -69038800/69038812,
E-mail ID: inscoun@cioins.co.in
Website: https://www.cioins.co.in/Ombudsman

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 or 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 prospectuses or tables of the Insurer
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.

Insurance is the subject matter of solicitation

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license