

Comprehensive General Liability Insurance – Insurance Product Information Document

Type of Policy: Comprehensive General Liability Insurance

Basic Cover Provided:

The Company will pay to or on behalf of the Insured Loss which the Insured shall become legally liable to pay as damages in respect of Personal Injury or Property Damage occurring within the Geographical Limits specified in the policy during the Policy Period as a result of an Occurrence happening in connection with the Insured Business described in the policy schedule.

(For more details about the basic cover, please refer to the "Coverage" and "Insuring Agreements" section on page 5 of the policy wording)

Key features:

This insurance applies only to damages for Personal Injury or Property Damage, which are determined in a suit on the merits taking place in the Jurisdiction Limits, or in a settlement to which the Company agrees.

Provisions:

The total sum payable under the policy will not exceed the Limits of Insurance as stated in the Schedule. The policy is subject to a Deductible, which shall be borne by the Insured.

(For more details please refer to the "Limits of Insurance and Deductible" section on page 10 of the policy wording)

What is not covered (Exclusions):

1. Aircraft Products
2. Asbestos
3. Construction, Demolition, Alteration, Addition Works
4. Contractual Liability
5. Damage to Impaired Property
6. Damage to Property
7. Employer's Liability
8. Employment Practices
9. Expected or Intended Damage or Injury
10. Failure to Perform, Efficacy
11. Fines, Penalties, Punitive Damages, Exemplary Damages etc.
12. Human T-Cell Lymphotropic Virus, Lympahadenopathy Associated Virus, etc.

13. Infringement of Patent, Copyright, Trademark, Trade Dress etc.
14. Nuclear, Radioactive Contamination
15. Offshore
16. Ownership, Maintenance, Use, Operation etc. of Watercraft, Aircraft
17. Pathogenic Organisms
18. Pollution
19. Product Guarantee, Product Warranty
20. Product Recall
21. Professional Liability
22. Terrorism
23. Tobacco
24. Trailer, Licensed Motor Vehicles
25. Vibration, Pile Driving, Subsidence, Demolition etc.
26. War, Invasion, Act of Foreign Enemy and etc.
27. Worker's Compensation or Similar Law

(For more details please refer to the "Exclusions" section on pages 4-10 of the policy wording)

Mode of Payment of Premium:

Annual Premium has to be paid for the Policy (unless mentioned otherwise in the Policy Schedule) and for any subsequent renewals.

Claims Procedure and Required Documents:

In the event of any occurrence which may give rise to a claim the insured must give notice as soon as possible to the Insurer in writing.

Insurer will appoint a Loss adjuster/Investigator as required.

Requirements

1. Claim Form, letters received from third parties in respect of liability claims.
2. Copy of the complaint made to the police by the third party against to the Insured.
3. Court proceedings.
4. Any other requirements to process the claim depending on the type of the incident.

Depending on the circumstance of the incident insurer may not ask for police complaint and/or court proceedings

Fraud:

If any Claim under this policy is in any respect fraudulent, or if any false declaration is made or used in support of such Claim, or if any fraudulent means or devices are used by the Insured or anyone acting on behalf of the Insured to obtain any benefit under this policy; or, if the Loss or damage is occasioned by the wilful act, or with the connivance of the Insured, this policy shall become void and all benefits under this policy shall be forfeited.

(For more details, please refer to the “Fraud or Dishonesty” section on page 15 of the policy wording)

Obligations of the Policyholder:

Obligations of the policyholder in disclosing material facts

- At the time of purchase:- Disclose all material facts requested in the Proposal Form, truly and accurately, to avoid any claim rejection.
- During the policy term:- Notify the Insurer of any significant changes in risk or information of the insured.

Obligations of the policyholder when a claim is made

- When making a claim:- Provide all necessary documents and details as mentioned in the Claim Procedure along with the Claim Form.
- Payment of Premium:- Should be as per the Premium Payment Warranty in the Policy

Please refer pages 26 & 27, Premium Payment Warranty, under “Endorsements” section of the policy wording

Complaints Procedure:

We are committed to serve you with passion and willing to receive your feedback. If you are not satisfied with our services, you can lodge a complaint by below methods;

- By telephone - Customer Care Officer - 011 2126136
- By email - pilassist@peoplesinsurance.lk
- By WhatsApp - 0716230048
- By fax - 011 2126109
- By post - Customer Care Officer, People's Insurance PLC, No. 07, Havelock Road, Colombo 05
- Via online - Complaint Submission Form is available on our website www.peoplesinsurance.lk → Please click on the "Complaints" tab
- By visiting

Below information to be provided when lodging a complaint;

- I. Complaint in brief
- II. Your name and contact details
- III. References: Policy No. / Vehicle No. / Claim No.

IV. Any supporting documents

The Trilingual Complaints Handling Procedure can be downloaded from our website - www.peoplesinsurance.lk → Please click on the "Complaints" tab

Dispute Resolution:

If you are not satisfied with the resolution given by us for a complaint lodged, you have the option to use following Alternative Dispute Resolution (ADR) mechanisms.

- I. Address your concerns to:- Insurance Ombudsman of Sri Lanka
No. 143A, Vajira Road, Colombo 05
info@insuranceombudsman.lk
011 2505542 / 011 250 5041
- II. Arbitration:- As per the Arbitration Clause in the Policy
- III. Address your concerns to:- Director Investigations
Insurance Regulatory Commission of Sri Lanka
Level 11, East Tower, World Trade Centre
Colombo 01
011 2396184-9 / 011 2335167
investigation@ircsl.gov.lk / info@ircsl.gov.lk

(For more details Please refer “Complaints Procedure” section on page 27 of the policy wording.)

A Few Things to Remember

Cancellation of the Insurance:

This Insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force, subject to no claims being made. This Insurance may also at any time be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

(Please refer page no 12, point no 4.3, under “Conditions” section of the policy wording)

The due observance and fulfilment of the terms and conditions of this Policy shall be conditions precedent to any liability of the Insurer to make any payment under this policy.

Important Notes:

This Insurance Product Information Document (IPID) is intended to provide a summary of the main cover and additional covers (if applicable) and key features of the Policy and is not personalized to your specific individual needs. Please note that all matters of whatever nature pertaining to this Insurance (including but not limited to claims, interpretation of terms and conditions and litigation etc.) shall be governed by the terms, conditions and exclusions of the Policy which shall prevail over the contents of this document.

For Further Information:

If you require any further information, you can make a request via

- Telephone - 0112126126
- Email - pilassist@peoplesinsurance.lk
- Visiting any of our offices island wide