



L&T GENERAL INSURANCE COMPANY LIMITED
COMBINED PUBLIC AND PRODUCT LIABILITY INSURANCE
POLICY

(Notes:

1 Please read and check the details contained in the Schedule and the terms and conditions in the policy to ensure its accuracy and see that it meets your requirements

2 This is a "Claims Made" Policy, which means it, covers only claims first made in writing against the Insured during the Period of Insurance in respect of occurrences happening on or after the Retroactive Date shown in the Schedule, or if no Retroactive Date shown, then the inception date of the Policy or renewal date, shown in the Schedule attached hereto

3 The Limit of Indemnity applies to all damages and costs and expenses, including those incurred both by the Insured and the Company.)

L&T General Insurance Company Limited (hereinafter called the "Company") and the Insured agree that:

This Policy, the Schedule (including any Schedule issued in substitution) and any Clauses thereon shall be considered one document and any word or expression to which a specific meaning has been attached in Definitions bears that specific meaning wherever it appears in this Policy in bold typeface.

The **Proposal** or any information supplied by the Insured shall be incorporated in and be the basis of the contract.

The Company will provide the insurance subject to the terms and conditions of this Policy, during the **Period of Insurance** shown in the Schedule and any subsequent period for which the Company has agreed to accept and the Insured has paid the premium.

The following shall be conditions precedent to any liability of the Company:

- a) The truth of the **Proposal**
- b) Observance of the terms of this Policy relating to anything to be done or complied with by the Insured.



DEFINITIONS

For the purposes of this Policy:

1. **Business** as described in the Schedule and shall include:
 - a) the ownership or occupation of premises and their repair and maintenance
 - b) the provision and management of canteen, social sports and welfare organizations for the benefit of the Insured's employees and first aid, fire ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
 - c) the organization or sponsorship of charitable events or similar fund raising activities
 - d) organization of and participation in exhibitions and conferences.
2. **Period of Insurance** shall mean the period shown in the Schedule or any subsequent period for which the Insured shall have paid and the Company shall have accepted a renewal premium.
3. **Injury** shall mean bodily injury, disease or illness including death resulting there from but not including:
 - a) libel, slander, false arrest, wrongful conviction, wrongful detention, mental anguish, mental injury or shock
 - b) infringement of plans, copyright, patent, trade name, trademark, registered design.
4. **Loss** shall mean:
 - a) damages, claimant's costs and expenses for which the Insured is liable at law
and
 - b) other costs and expenses incurred either by the Company or by or on behalf of the Insured with the Company's written consent.
5. **Damage** shall mean physical loss or damage and shall include all resultant loss of use of anything physically lost or damaged.
6. **Employee** shall mean any:
 - a) person under a contract of service or apprenticeship with the Insured
 - b) person hired to or borrowed by the Insured
 - c) self-employed person
 - d) person employed by labour only sub-contractors
while working for the Insured in connection with the **Business**.



7. **Territorial Limits** shall mean:
- a) India
 - b) elsewhere in the world other than the United States of America and Canada but only in respect of **Injury** or **Damage** which arises out of:
 - i) **Products** supplied by the Insured from India
 - ii) the activities of a person whose normal place of residence is India but who is away for a short time on non-manual work in connection with the **Business** of the Insured.
8. **Pollutants** shall mean any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acids, alkalis, bacteria, chemicals, sewage and waste. Waste shall include materials to be recycled, reconditioned or reclaimed.
9. The terms **Products and/or Works** shall whenever used herein:
- a) be deemed to mean any property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured
 - b) be deemed to include any design, plan, specification, formula, labeling, packing, instructions for use, or similar only insofar as provided in connection with or incorporated in any product supplied by or behalf of the Insured or in connection with any works performed by or on behalf of the Insured but shall not include any other **Product or Works** than those described in (9) (a) (above).
10. **Proposal** shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
11. **Deductible** shall mean the total amount payable by the Insured or any other person entitled to indemnity before the Company shall be liable to make any payment in respect of **Damage to Property** arising out of any one claim or Series of claims consequent on or attributable to one source or original cause.
12. **Property** shall mean material property.



SECTION I – PUBLIC LIABILITY

Insurance

The Company will indemnify the Insured named in the Schedule hereto against **Loss** arising out of any claim or notification of circumstance which is alleged to have or has caused **Loss** first made against the Insured during any **Period of Insurance** and notified to the Company during the **Period of Insurance** in respect of:

- a) accidental **Injury** to persons
- b) accidental **Damage** to **Property**

happening within the **Territorial Limits** in connection with the **Business** of the Insured.

Extension to Section I

If the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy has been issued to each,

provided that the total amount payable in respect of Loss shall not exceed the any one claim Limit of Indemnity shown in the Schedule under Section I of the Policy.

Limit of Indemnity

The total amount payable by the Company under this Section for **Loss** in respect of:

- 1. one claim or all claims of a series (whether arising in one **Period of Insurance** or not) consequent on or attributable to one source or original source
- 2. all claims made against the Insured during the **Period of Insurance** arising out of **Products** supplied
- 3. all claims made against the Insured during the **Period of Insurance** arising out of releases (including discharge, dispersal, seepage, migration and escape) of **Pollutants**

shall not exceed the Limit of Indemnity shown in the Schedule under Section I of the Policy irrespective of the number of parties entitled to indemnity under this Policy.

Exceptions to Section I

The Company shall not provide indemnity in respect of:

- 1. **Injury** or **Damage** caused by or arising in connection with the ownership, possession or use by or on behalf of the Insured or any other person entitled to indemnity of any:
 - a) mechanically propelled vehicles except legal liability arising out of:
 - i) the use of plant as a tool of trade on site
 - ii) the loading or unloading of any vehicle or trailer beyond the limits of any carriageway or thoroughfare
 - iii) claims for **Damage** to any bridge, weighbridge, road or anything caused by the weight of any motor vehicle or trailer or of the load carried therein
 - iv) use of plant at the premises of the Insured

except that the Company shall not provide indemnity where cover is provided under any motor insurance contract or where insurance or security is as required by law

- b) aircraft or aerial or aero spatial devices



- c) hovercraft or water-borne craft other than, craft of less than 8 meters length and hand propelled craft, whilst being plied in territorial or inland waters.
2. **Damage to:**
- a) any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of support
 - b) **Property** owned, leased, rented or occupied by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement
 - c) **Property** held in trust by or in the custody or control of the Insured other than premises at which the Insured is undertaking work in connection with the **Business**
 - d) that part of any **Property** being worked upon by the Insured or any person acting on behalf of the Insured which arises out of such work.
3. Liability caused by or arising from any **Products** after they cease to be in the custody or under the control of the Insured or any **Employee** other than food or drink for consumption on the Insured's premises.
4. Liability arising out of deliberate, wilful or intentional non-compliance of any statutory provision.
5. Liability arising out of the deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.



SECTION II- PRODUCT LIABILITY

Insurance

The Company will indemnify the Insured named in the Schedule hereto against **Loss** arising out of any claim or notification of circumstance which is alleged to have or has caused **Loss** first made against the Insured during any **Period of Insurance** and notified to the Company during the **Period of Insurance** in respect of:

- a) accidental **Injury** to persons
- b) accidental **Damage to Property**

caused by or arising from **Products** and happening within the **Territorial Limits** in connection with the **Business** of the Insured.

Limit of Indemnity

The total amount payable by the Company under this Section for **Loss** in respect of:

1. one claim or all claims of a series (whether arising in one **Period of Insurance** or not) consequent on or attributable to one source or original source
2. all claims made against the Insured during the **Period of Insurance** arising out of **Products** supplied
3. all claims made against the Insured during the **Period of Insurance** arising out of releases (including discharge, dispersal, seepage, migration and escape) of **Pollutants**

shall not exceed the Limit of Indemnity shown in the Schedule under Section II of the Policy irrespective of the number of parties entitled to indemnity under this Policy.

Exceptions to Section II

The Company shall not provide indemnity in respect of:

1. Claims arising out of **Products** supplied by or on behalf of the Insured to any person, company or organization:
 - a. within the United States of America, its territories or possessions and/or Canada
 - b. outside the United States of America, its territories or possessions and/or Canada if to the Insured's knowledge such **Products** have or will be supplied to a person, company or organisation within those areas whether or not in their original form.
2. The loss of use of or the cost of repairing, reconditioning or replacing (including demolition, breaking out, dismantling, delivery, rebuilding, supply and installation in connection therewith) any **Product** giving rise to a claim.
3. **Damage** to any **Products** supplied by the Insured where such **Damage** is due to any defect therein or the unsuitability thereof.
4. Liability arising from the failure of the Insured's **Products** correctly to fulfill the intended use or function and/or meet the level of performance, quality, fitness or durability warranted or represented.
5. The cost of recalling any defective or potentially defective **Product** supplied.



6. Claims or **Loss** arising from any **Products** which to the knowledge of the Insured is for:
- a) use in or on any aircraft or aero spatial device
 - b) aviation or aero spatial purposes
 - c) use in the safety or navigation of marine craft of any sort
 - d) Offshore risks.

GENERAL EXTENSIONS

Extension of Period of Insurance

If the Company refuses to invite renewal of this Policy for reasons other than non-compliance with the terms of this Policy, the **Period of Insurance** due to expire upon the Renewal Date shall be extended for an uninterrupted period of 180 days in respect of claims arising out of any event or circumstance reasonably expected to give rise to claims which was notified to the Company in writing by the Insured under this Policy at any time prior to the commencement date for this Extension.

Provided that this Extension shall not apply in respect of:

- a) any claims or **Loss** indemnifiable under any subsequent insurance arranged by the Insured
- b) claims excluded by General Exception 10.

Indemnity to Others

The following shall be indemnified subject to the Limit of Indemnity in this Policy as if a separate policy had been issued to each:

- 1. The personal representatives of the Insured in respect of liability incurred by the Insured.
- 2. If the Insured so requests:
 - a) any principal for whom the Insured is carrying out work in connection with the **Business**
 - b) any Director or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
 - c) the officers, committees and members of the Insured's canteen, social sports and welfare organisations and first aid, fire and ambulance services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services

each of whom shall as though the Insured be subject to the terms, exceptions and conditions of this Policy so far as they can apply.



GENERAL EXCEPTIONS

The Company shall not provide indemnity in respect of:

1. Claims arising out of liability assumed by the Insured under agreement unless such liability would have attached in the absence of such.
2. **Injury** to any **Employee** or any claim arising:
 - a) under any Worker's or Workmen's Compensation Law
 - b) Employment Liability claims.
3. Claims arising out of:
 - a) advice, design, formula or specification provided for a fee
 - b) breach of the duty owed in a professional capacity by the Insured.
4. Directors & Officers Liability
5. a) **Injury** or **Damage** directly or indirectly caused by or arising out of **Pollutants** unless caused by or arising out of an identifiable, unexpected and accidental release (including discharge, dispersal, seepage, migration and escape) of **Pollutants** which commences during any **Period of Insurance** and is:
 - i) detected within 7 days of its commencement and
 - ii) reported to the Company within 7 days of its being detected.

For the purposes of this Policy the commencement of any intermittent release shall be deemed to be at the start of the first release of the series.

b) Claims and **Loss** arising out of any obligation on the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of **Pollutants** on structures, premises, sites or land currently or previously owned used by or under the control of the Insured where the obligation arises out of such ownership, occupancy, use or control by the Insured.
6. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) i) Nuclear weapons material
 - ii) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of the Exception combustion shall include any self-sustaining process of nuclear fission.
 - b) 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.
7. Statutory Liability arising under the Public Liability Insurance Act 1991.
8. The **Deductible** shown in the Schedule.
9. Fines, penalties, aggravated, exemplary or punitive damages.
10. Claims and **Losses** arising, made or notified before the Retroactive Date shown in the Schedule.
11. Costs of remedying any defect or alleged defect in premises disposed of by the Insured.



12. Claims and **Loss** arising from pure financial loss.

13. For liabilities arising directly or indirectly due to:

- a. mining, processing, transportation, distribution and/or storage of asbestos or
- b. the manufacture of asbestos products and/or processing of material containing asbestos or any process of decontamination, treatment or control of asbestos.

This will only apply to **Injury** arising in consequence of the inhalation of asbestos fiber, and to **Damage to Property**, or loss of use of **Property**, due to the presence of asbestos.

14. Claims and **Loss**, of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- a. For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes
- b. This exclusion also includes **Loss**, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

If the Company alleges that by reason of this Exclusion, any **Loss**, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

15. Claims and **Loss**, of whatsoever nature directly or indirectly caused by, in whole or in part arising out of, contributed to, resulting from or in connection with Genetically Modified Organisms and/or products.

16. The Company shall not be liable in respect of **Injury** or **Damage** caused by or arising out of or allegedly due to exposure to or contact with Electromagnetic Radiation.

For the purposes of this Exception, Electromagnetic Radiation includes but is not limited to magnetic energy, waves, fields or forces generated, produced, distributed, transmitted or maintained by charges, currents, frequencies, energy or forces of electricity.

17. The Company shall not be liable in respect of any liability due to any negligent act, error, omission of the Insured, or of any other person for whose acts, errors or omissions the Insured is legally responsible, arising out of the performance of data processing services for others or arising out of defects in design or specifications prepared, acquired or used by the Insured.



GENERAL CONDITIONS

1. Duty of Care

The Insured shall take all reasonable precautions to prevent **Injury** and **Damage** and to comply with all obligations and regulations set out in any legislation applicable or imposed by any authority and to maintain all buildings, furnishings, ways and works machinery and plant in sound condition. The Insured at their own expense shall cause any defect or danger to be made good or remedied as soon as possible after discovery and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

2. Passenger Lifts, Boilers and Pressure Vessels

The Insured shall cause all passenger lifts, boilers and pressure vessels for which the Insured has responsibility to be inspected at their own expense at least once per year by a suitably qualified engineer. Any recommendations regarding overhaul repair or maintenance made during or following such inspection shall be implemented as soon as practicable by the Insured.

3. Premium Adjustment

If any part of the Premium or renewal Premium is based on estimates furnished by the Insured the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Insured shall within one month from the expiry of each **Period of Insurance** furnish such information as the Company may require. The Premium or renewal Premium shall thereupon be adjusted and the difference paid by or allowed to the Insured.

4. Cancellation Provision

The Company may cancel this Policy by giving thirty days notice in writing of such cancellation to the Insured's last known address and in such an event the Company will return a pro-rata portion of the premium (subject to a minimum retention of 25 per cent of the annual premium) for the unexpired part of the insurance.

The Policy may also be cancelled by the Insured by giving thirty days notice in writing to the Company, in which event the Company will retain premium at short-period scale provided there is no claim under the Policy during the **Period of Insurance**.

In case of any claim under the Policy no refund of premium shall be allowed.

5. Subrogation

The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies or of obtaining relief or indemnity from parties (other than those insured under this policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good any **Loss** under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

6. Other Insurances

If at the time of any claim there is or but for the existence of this Policy there would be other insurances covering the same liability, the indemnity provided by this Policy will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected.



7. Disclaimer

If the Company disclaims liability to the Insured for any claim hereunder and such claim is not a subject matter of a suit in a court of law within 12 calendar months from the date of disclaimer then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

8. Policy Disputes clause

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exceptions contained herein is understood and agreed by both the Insured and the Company to be subjected to Indian Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within India and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

9. Material Change

The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this Policy was effective, and the Company may amend the terms of this Policy according to the materiality of such change.

10. More than one Named Insured

The first named Insured shall act on behalf of self/itself and all other persons or legal entities named as the Insured for all purposes of this Policy. If the first named Insured ceases to be covered under this Policy the next named Insured shall thereafter be regarded as the "first named Insured".

CLAIMS CONDITIONS

1. Reporting of any Incident to the Company

When the Insured becomes aware of any event or circumstance which may give rise to a claim [regardless of any **Deductible**] the Insured must notify the Company immediately in writing with full particulars.

The notification of any such event or circumstance does not constitute notice of a claim.

2. Claims Correspondence

Every letter, claim, writ, summons and process shall be forwarded to the Company on receipt. Written notice shall also be given to the Company immediately the Insured shall have knowledge of any prosecution or inquest in connection with any event for which there may be liability under this Policy.

3. Conduct of Claim

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such assistance as the Company may require.



4. Company's Option

In connection with any claim or Series of claims made against the Insured consequent on or attributable to one source or original cause the Company may at any time after the deduction of any **Deductible** pay to the Insured the Limit of Indemnity after deduction of **Loss** amount already paid] or any less amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith.

5. Limit of Company's Liability

The Limit of Indemnity together with all other limits of the Company's liability stated in the Policy, the Schedule or any Memoranda attached to the Policy shall be the maximum amount payable by the Company in the circumstances described irrespective of the number of persons or legal entities named as the Insured and any other persons or legal entities which may be entitled to indemnity under this Policy.

For the purposes of the Limit of Indemnity and all other limits of the Company's liability all persons or legal entities named as the Insured together with any other persons or legal entities which may be entitled to indemnity under this Policy shall be treated as one party.

6. Series of Claims

All claims of a series (whether arising in one **Period of Insurance** or not) consequent on or attributable to one source or original cause shall be considered as one claim.

Provided that where **Injury** or **Damage** occurs from continuous or continual inhalation, ingestion or application of any substance and the Insured and Company cannot agree when the **Injury** or **Damage** occurred:

- a) **Injury** shall be deemed to have occurred when the claimant first consulted a qualified Medical Practitioner in respect of such **Injury**
- b) **Damage** shall be deemed to have occurred when it first became evident to the claimant even if the cause remained unknown.