

## **PUBLIC LIABILITY (NON INDUSTRIAL) POLICY**

This Policy is evidence of the Contract between YOU and US. The proposal along with any written statement(s), declaration(s) of YOURS for purpose of this Policy forms part of this contract.

This Policy witnesses that in consideration of YOUR having paid the premium for the period stated in the Schedule or for any further period for which WE may accept the payment for renewal of this Policy, WE will insure YOUR liabilities as specified in the Schedule during the period of Insurance and accordingly WE will indemnify YOU in respect of events occurring during the Period of Insurance in the manner and to the extent set forth in the Policy, provided that all the terms, conditions and exemptions of this Policy in so far as they relate to anything to be done or complied with by YOU have been met.

The schedule shall form part of this Policy and the term “**Policy**” whenever used shall be read as including the “**Schedule**”.

Any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning wherever it may appear. **YOUR Policy** is based on information which YOU have given US and the truth of these information shall be condition precedent to YOUR right to recover under this Policy.

### **DEFINITION OF WORDS**

1. **Proposal**  
It means any signed proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to US by YOU or on YOUR behalf.
2. **Policy**  
It means the Policy Booklet, the Schedule and any applicable endorsements or memoranda. YOUR policy contains the details of the extent of the cover available to YOU, what is excluded from the cover and the conditions, warranties on which the Policy is issued.
3. **Schedule**  
It means the latest schedule issued by US as part of YOUR Policy. It provides details of YOUR Policy including full description of liabilities covered which are in force and the period of cover YOU have against the liabilities described.

A Revised Schedule will be sent at each renewal and whenever YOU request for a change in the cover.

4. **Limit of Indemnity/Indemnity Limit**  
It means the total monetary amount of our liability during the policy period. Our total liability to pay compensation, claimants' costs, fees and expenses defence costs shall not exceed Indemnity limit. Indemnity limit for any one accident applies to any one claim or series of claims arising from one originating cause.
5. **WE/OURS/US**  
It means **THE IFFCO-TOKIO GENERAL INSURANCE COMPANY LTD.**
6. **YOU/YOUR**  
It means the person(s)/the Company/the entity named as Insured in the Schedule.
7. **Market Value**  
It means the Replacement Value of insured property or item as New at the time of Damage or Loss less due allowance for betterment, wear and tear and/or depreciation.
8. **Loss/Lost:**  
It means the Damage or Loss.
9. **Excess**  
It means the first part of any claim for which YOU are responsible. Limit of Indemnity will apply after the Excess has been deducted.
10. **Retroactive Date**  
It means the date when the risk is incepted under a claims made policy and thereafter renewed without break in the period of cover.
11. **Injury**  
It means death, bodily injury, illness or disease of or to any person.
12. **Damage**  
It means actual and/or physical damage or destruction to tangible property.
13. **Pollution**  
It means pollution or contamination of the atmosphere or of any water land or other tangible property.
14. **Product**  
It means any tangible property after it has left your custody or control, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by you or on your behalf but shall not mean food and beverages supplied by you or on your behalf primarily to your employees as staff benefit.

15. **Policy Period**  
It means the period commencing from the effective date and hour and terminating at midnight on the expiry date as shown in the schedule.
16. **Period of Insurance**  
It means the period commencing from the retroactive date and terminating on the expiry date as shown in the schedule.
17. **Accident**  
It means a fortuitous event or circumstances, which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstances.
18. **Cross Liabilities**  
It means that each person or party indemnified is separately indemnified in respect of claims made against any of them by any other person or party (other than the named insured) subject to our liability not exceeding the limit of indemnity stated in the schedule.
19. **Defence costs**  
It means all costs, fees and expenses incurred with our prior consent in the investigation, defence or settlement of any claim made against you and the cost of representation at any inquest, inquiry or any other proceedings in respect of matters which have a direct reference to any claim made or which might be made against you provided such claim(s) are the subject of indemnity by the policy. Such costs, fees and expenses are called "Defence costs".
20. **Claims series clause**  
It means that for purpose of this policy, where a series of and/or several bodily injuries and/or property damages are attributable directly or indirectly to the same cause, all such be bodily injuries and /or property damages shall be added together and all such bodily injuries and/or property damages shall be treated as one claim and such claim shall deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however be no coverage for claims made/arising from one specific cause which are made later than 3 years after the first claim of the series.

### **General Conditions**

1. **Reasonable Precaution and Care of Property:**  
YOU shall take all reasonable precautions for safety and soundness of Insured Property and to prevent the loss in order to minimise claims. YOU must comply with Maker's recommended actions for inspection and maintenance and shall comply all statutory requirements or other regulations and will employ only competent and honest employees.

2. **Notice**

YOU will give every notice and communication in writing to OUR office through which this insurance is effected.

3. **Misdescription:**

This Policy shall be void and all premium paid by YOU to US shall be forfeited in the event of misrepresentation, misdescription or concealment of any material information.

4. **Changes in Circumstances**

YOU must inform US, as soon as possible, of any material change in information YOU have provided to US about yourself, premises, business at the time of effecting this policy and accordingly we may amend the terms of the policy according to materiality of such change.

YOU must also notify US about any alteration made whereby risk of loss/damage is increased. In case of such alteration made and not accepted by US in writing, the cover under this policy shall cease.

5. **Claim Procedure and Requirements:**

Upon happening of an event giving rise to a claim against you or which may give rise to a claim against you and forms part of indemnity:

- a) YOU or YOUR authorised representative shall forthwith give notice in writing to OUR nearest office with a copy to Policy issuing office with full particulars. A written statement of the claim will be required and a claim form will be provided. This written statement of claim along with all such additional information as we may require will be given by you at the earliest.
- b) Every claim, writ, summons or process and all documents relating to event shall be forwarded to us immediately after they are received by you.

6. **Claim Control and subrogation**

WE are entitled

- a) To receive all information and assistance from YOU and any other person seeking benefit under the Policy.
- b) But in no case are under obligation, to take proceedings in YOUR name or any other person who is claiming or has received benefit, the defence of any claim(s) and we will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by us in the defence settlement or payment of any claim will reduce the limit of indemnity as specified in the schedule.

In the event We at our sole discretion choose to exercise our right pursuant to this condition; then no action taken by us in the exercise of such right will serve to modify or expand in any manner, our liability or obligations under this policy beyond what our

liability or obligations would have been had we not exercised our right under this condition.

- c) pay to you in connection with any claim or series of claims under this policy to which an Indemnity limit applies the amount of such limit(after any reduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payments being made, we shall relinquish the conduct and control of and be under no further liability in connection with the claim(s)
7. No admission offer, promise or payment shall be made or given by you or on your behalf without our written consent
8. **Fraud**  
If any claim under this Policy is fraudulent in any respect with or without YOUR knowledge or if any fraudulent means or devices are used by YOU or on YOUR behalf to obtain any benefit under this Policy, all benefits and rights under the Policy shall be forfeited.
9. **Contribution:**  
If at the time of happening of any event resulting into a liability covered by this Policy, there shall be existing any other liability Insurance of any nature covering the same liability, whether effected by YOU or not, then WE will pay only rateable proportion.
10. This policy does not cover liability which at the time of happening of an event resulting into such liability, be insured by or would, but for existence of this policy, be incurred by any other policy (but not public liability policy) or policies, except in respect of any excess insurance beyond the amount which would have been payable under such policy/policies, had this not been effected.
11. **Reduction in the limit of indemnity**  
In the event of liability arising under the policy or the payment of a claim under the policy, the limit of indemnity per any one year under the policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances, it shall be permissible to reinstate the aggregate limit of indemnity to the original level even on payment of extra premium.
12. **Cancellation**  
WE may cancel this policy by sending 7 days notice in writing by Regd.A.D. to YOU at YOUR last known address. YOU will then be entitled to a pro-rata refund of premium for the unexpired period of this policy from the date of cancellation, which WE are liable to repay on demand. YOU may cancel this Policy by sending written Notice through Registered A.D. to US. WE will then allow a refund after the premium based on the following retaining table

**Short Period Scales**

<u>Period</u> ( Not Exceeding)	<u>Annual Rate</u> <u>Premium to be retained</u>
1 week .....	10% of the annual rate
1 month .....	25% of the annual rate
2 months .....	35% of the annual rate
3 months .....	50% of the annual rate
4 months .....	60% of the annual rate
6 months .....	75% of the annual rate
8 months .....	85% of the annual rate
Exceeding 8 months .....	full annual premium

13. **Records**

You shall keep accurate record of annual turnover, which term shall include all leviable duties and at the time of renewal of the insurance declare such details as we may require. We shall at all reasonable times have full access to inspect such records.

14. **Disclaimer Clause**

If WE shall disclaim OUR liability in any claim, and such claim shall not have been made subject matter of a suit in a court of law within 12 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 under this Policy.

15. **Geographical Scope**

No claim shall be payable under this policy unless the cause of action arises in India and the liability to pay claim is established against you in an Indian court. It is further agreed and understood that only Indian law shall be applicable to any such action.

16. **Policy dispute clause**

Any dispute concerning the interpretation of the term condition, limitation and/or exclusions contained herein is understood and agreed to by both you and us to be subject to Indian law. Each party agrees to submit to the jurisdiction within India and to comply with all requirements necessary to give court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

17. **Renewal Notice:**

WE shall not be bound to accept any renewal premium or give notice that such premium is due.

**COVERAGE**

We will indemnify you against your liability to pay compensation including claimants cost, fees and expenses anywhere in India in accordance with Indian law.

### **Indemnity**

The indemnity only applies to claim arising out of accidents occurring in your premises during the period of insurance first made in writing against you during the policy period and you are indemnified in accordance with coverage for and /or arising out of injury and/or damage but only against claims arising out of or in connection with business specified in the schedule and not against claims arising out of or in connection with:

- a) Pollution howsoever caused unless specifically covered.
- b) Any product.

### **Indemnity to others**

The indemnity granted extends to

- a) Your officials in their business capacity arising out of the performance of their business or in their private capacity arising out of their temporary engagement of your employees.
- b) The officers, committees and members of your canteen, social sport, medical, fire fighting and welfare organisation in their respective capacity as such;
- c) The personal representative of the estate of any person who would otherwise be indemnified by this policy but only in respect of liability incurred by such person.

### **Special provision**

- a) **Notification extension clause**

Should you notify us during the policy period in accordance with general condition 5 under this policy of any specific event or circumstance which we accept may give rise to a claim or claims which form the subject of indemnity by this policy, then the acceptance of such notification means that we will deal with such claim(s) as if they had first been made against you during the policy period. The extension under this clause will be subject to the maximum time laid down under the Indian Limitation Act in force from time to time.

- b) **Extended claim reporting clause**

In the event of non renewal or cancellation of the policy, either by you or us, we will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the policy provided no insurance is in force during the extended reporting period of the same interest, for notification of claim for accidents which had taken place during the policy period shall be handled as if they were made on the last day of the expiring policy period and are subject to the limit of indemnity and the term, conditions and exceptions of the policy.

### **Exclusions/ Exceptions**

We will not be liable for

1. Excess :
  - a) A compulsory excess of ¼% of limit of indemnity per any one accident subject to a minimum of Rs. 1000(one thousand) and maximum of Rs. 100000(one lakh). This compulsory excess shall be applicable to both 1) death/bodily injury 2) property damage, inclusive of defence costs arising out of any one accident.

- b) Voluntary excess provided you have opted for it and it is mentioned in the schedule. This voluntary excess shall be applicable to both 1) death/bodily injury 2) property damage, inclusive of defence costs arising out of any one accident and shall be in addition to compulsory excess.
2. Liability assumed by you by agreement and which would not have attached in absence of such agreement.
3. Liability arising out of
- a) earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
- b) deliberate, wilful or intentional non-compliance of any Statutory provision.
- c) loss of pure financial nature such as loss of goodwill, loss of market etc.
- d)(1) all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation etc. and mental injury, anguish, or shock resulting there from.
- (2) infringement of plans, copyright, patent, trade name, trade mark, registered design.
- e) fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
- f) liabilities directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power.
- g) liabilities directly or indirectly caused by or contributed to by
- (1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (2) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- h) claims arising out of the ownership, possession and use by or on your behalf any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following:
- (1) claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;



(2) claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;  
(3) claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;

(4) claims arising out of any motor vehicle or trailer temporarily in your custody or control for the purpose of parking.

i) claims arising out of transportation of materials and/or hazardous/dangerous substances outside your premises unless specifically covered.

j) claims arising out of the ownership, possession or use by or on your behalf of any aircraft, watercraft or hovercraft.

k) damage to property owned, leased or hired or under hire purchase or on loan to you or otherwise in your care, custody or control other than :

(1) premises (or the contents thereof) temporarily occupied by you for work thereon or other property temporarily in your possession for work thereon (but no indemnity is granted for damage to that part of the property on which you are working and which arises out of such work).

(2) employees' and visitors' clothing and personal effects.

(3) premises tenanted by you to the extent that you would be held legally liable in the absence of any specific agreement.

l) Injury and/or damage occurring prior to the Retroactive Date in the Schedule. Provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where you and We cannot agree when the injury or damage occurred, then

(1) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury.

(2) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.

m) The deliberate conscious or intentional disregard of your technical or administrative management or the need to take all reasonable steps to prevent claims.

n) Injury to any person under a contract of employment or apprenticeship with you when such injury arises out of the execution of such contract.

o) Any accident in respect of which relief would be under the Public Liability Insurance Act 1991 or any other statute that may come into force after issue of this policy.