

Liberty Bharat Griha Raksha ADD-ON WORDINGS

Third Party Legal Liability

We shall indemnify You against the legal liability (other than under the Public Liability Insurance Act, 1991 or any other statute based on the doctrine of “No Fault Liability”) to pay compensation including claimant’s costs, fees and expenses, in accordance with Indian Law.

1. INDEMNITY

The Indemnity applies to claims arising only out of following named accidents,

- a) Loss or Damage to third party due to accidental fall of objects from the Insured Home
- b) Loss or Damage to third party due to Accident in Insured Home such as but not limited to electric shock, gas cylinder burst, pet bite, slip and fall

occurring in the Insured Home during the Period of Insurance first made in writing against the Insured during the Policy Period and the Insured is indemnified for Injury and / or Damage but only against claims arising out of or in connection with Your Home in the Schedule and not against claims arising out of or in connection with:

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

The indemnity under this Policy is only to the Insured named under the Policy.

2. NOTIFICATION EXTENSION CLAUSE

You should notify Us during the Policy Period as per Condition 1 of this Section any specific event or circumstance which We accepts 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 or claims 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 limit laid down under the Indian Limitation Act in force from time to time.

3. DEFENCE COSTS

Liberty General Insurance Limited
10th Floor, Tower A, Peninsula Business Park,
Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400 013
Phone: +91 22 6700 1313 Fax: +91 22 6700 1606
Email: care@libertyinsurance.in IRDA registration number: 150 •
CIN: U66000MH2010PLC209656



We will pay all costs, fees and expenses incurred with their prior consent in the investigation, defense or settlement of any claim made against You and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against You, provided such claim or claims are the subject of indemnity by the Policy. Such costs, fees and expenses are called 'Defence Costs'.

4. INDEMNITY LIMITS

Our total liability to pay compensation, Claimant's costs, fees and expenses and defence costs shall not exceed the Indemnity limit stated in the Policy schedule. Indemnity limit applies to any one claim or series of claims arising from one originating cause. Indemnity limit shall represent the total amount of company's liability during the Policy Period.

5. CLAIMS SERIES CLAUSE

For the 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 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 be 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.

6. EXCESS

You shall bear as excess the amount or percentage of the Limit of Indemnity per any one accident so stipulated in the Schedule attached to the Policy. This excess shall be applicable to both (a) death/ bodily injury and (b) property Damage, inclusive of defence costs arising out of any one accident. Our liability shall attach for the claim in excess of such amount.

EXCLUSIONS

This section of the Policy does not indemnify You, in case of liabilities

1. assumed by You by agreement and which would not have attached in the absence of such agreement.
2. arising out of Act of God such as and not limited to earthquake, Tsunami, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.

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3. arising out of Riot, Strike and Malicious Damage.
4. arising out of deliberate, willful or intentional non-compliance of any statutory provision.
5. arising out of loss of pure financial nature such as loss of goodwill, loss of market, etc.
6. arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc. and mental injury, anguish, or shock resulting there from;
7. arising out of fines, penalties, punitive or exemplary Damages or any other Damages resulting from the multiplication of compensatory Damages.
8. 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, terrorism or military or usurped power.
9. directly or indirectly caused by or contributed to by
 - a. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
10. This Policy does not cover liability for claims arising out of; the ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation
11. transportation of materials and / or hazardous / dangerous substances outside Insured's premises.
12. the ownership possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft.
13. Damage to property owned leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care custody or control.
14. 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 the Insured and Company cannot agree when the Injury or Damage occurred, then
 - (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 was unknown.

15. 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.
16. Injury to any person under the contract of employment or apprenticeship with the Insured their contractor(s) and/or Sub-Contractor(s) when such Injury arises out of the execution of such contract.
17. Liability more specifically Insured elsewhere.
18. Arising out of Accidents occurring outside Insured Home.

CONDITIONS

1. You shall give written notice to Us as soon as reasonably practicable of any claim made against You (or any specific event or circumstance that may give rise to a claim being made against You) and which forms the subject of indemnity under this Policy and shall give all such additional information We may require. Every claim, writ, summons or process and all documents relating to such event shall be forwarded to Us immediately they are received You.
2. No admission, offer, promise or payment shall be made or given by or on Your behalf without the Our written consent.
3. We will have the right, but in no case the obligation, to take over and conduct in Your name the defence of any claim and 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 limits of indemnity specified in the Schedule of the Policy.

In the event, We at Our sole discretion, choose to exercise Our right pursuant to this condition, 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 it not exercised its rights under this condition.

4. You shall give all such information and assistance as may reasonably require by Us.
5. If at the time of happening of any event resulting into a liability under this Policy, there be any other public liability insurance or insurances effected by You or by any other person covering the same liability, then We shall not be liable to pay or contribute more than its rateable proportion of such liability. This Policy does not cover liability which at the time of

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- happening of any event resulting into such liability, be Insured by or would, but for the existence of this Policy, be Insured by, any other Policy (but not a Public Liability Policy) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy / Polices, had this Insurance not been effected.
6. The event of liability arising under the Policy or the payment of claim under the Policy, the Limit of Indemnity per any one-year under the Policy shall get reduced by 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 limit of indemnity to the original level, even on payment of extra premium.
 7. It is also hereby further expressly agreed and declared that if We shall disclaim liability to You for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
 8. We shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by You or by any person on Your behalf and/or if the insurance has been continued in consequence of any material mis-statement or the non-disclosure of any material information by or on Your behalf.
 9. Any dispute concerning the interpretation of the terms, conditions limitations 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 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 laws of India.

Sum Insured :

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