# Public Liability Insurance

This is a “Claims Made” Policy. This Policy covers only claims notified to the Company during the Period of Insurance. The Limit of Indemnity applies to all damages and costs and expenses, including those incurred by both the Insured and the Company

Issued by: Royal Sundaram Alliance Insurance Co Ltd.,

Regd Offic: 21, Patullos Road, Chennai 600 002

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This Policy the Schedule and any Memoranda attached to this Policy provide the details of a single contract of insurance between the Company as one party and all persons and legal entities named as the Insured as the other party

**Please read and check the details of this Policy carefully to ensure its accuracy and see that it meets your requirements**

This Policy the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

**The Insured and the Company agree**

1. The Proposal shall be incorporated in and be the basis of the contract
2. The Insured will pay the Premium
3. The Company will subject to the terms of this Policy provide the Insurance
4. The following shall be conditions precedent to any liability of the Company
   1. Observance of the terms of this Policy relating to anything to be done or complied with by the Insured
   2. the truth of the Proposal

**Definitions**

For the purposes of this Policy

1. Business shall include
   1. the ownership repair and maintenance of the Insured’s own property
   2. the provision and management of canteen social sports and welfare organisations for the benefit of the Insured’s employees and first aid fire and ambulance services
   3. fire and security services maintained solely for the protection of premises owned or occupied by the Insured for the purposes of the Business
      1. Damage shall mean physical loss or damage and shall include all resultant loss of use of anything physically lost or damaged.
      2. Electronically Stored Information shall mean code data files formulae instructions programs and any other type of information stored electronically in or on any computer server embedded system or other electronic equipment or on any form of Media for use with such equipment Media shall include but not be limited to software firmware and all formats of compact disks and computer disks
      3. Employee shall mean any
         1. person under a contract of service or apprenticeship with the Insured
         2. person hired to or borrowed by the Insured
         3. self-employed person
         4. person employed by labour only sub-contractors

while working for the Insured in connection with the Business

* + 1. Geographical Limits shall mean
       1. Territory of India
       2. elsewhere in the world but only in respect of Injury or Damage which arises out of the activities of a person whose normal place of residence is in the Territory of India but is away for a short time in connection with the Business of the Insured
          1. Injury shall mean bodily injury disease or illness including death resulting therefrom
          2. Loss shall mean

Damages claimant’s costs and expenses for which the Insured is liable at law and

Other costs and expenses incurred either by the Company or by or on behalf of the Insured with the Company’s written consent

Pollutants shall mean any solid liquid gaseous or thermal irritant or contaminant and the like including but not limited to smoke vapour soot fumes acids alkalis bacteria chemicals sewage and waste. Waste includes materials to be recycled reconditioned or reclaimed.

Products shall mean all goods or products supplied by the Insured together with containers packaging and instructions supplied therewith

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

Tangible Property shall mean property of a tangible form other than Electronically Stored Information

**Insurance**

The Company will indemnify the Insured against Loss arising out of any claim first made against the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance in respect of

1. accidental Injury to persons
2. accidental Damage to Tangible Property

happening within the Geographical Limits in connection with the Business of the Insured

**Limit of Indemnity**

The total amount payable by the Company under this Policy 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 cause
2. 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 irrespective of the number of parties entitled to indemnity under this Policy.

**Exceptions**

The Company shall not be liable 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 of mechanically propelled vehicles locomotives aircraft aerial devices aerospatial devices hovercraft or water-borne craft
2. Injury to any Employee or any claim arising under any Workmen’s Compensation law
3. Damage to
   1. any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of support
   2. property owned leased rented or occupied by the Insured
   3. 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
   4. that part of any property worked upon by the Insured or any person acting on behalf of the Insured which arises out of such work
      1. claims arising out of liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement
      2. claims arising out of a breach of the duty owed in a professional capacity by the Insured
      3. claims arising out of advice design formula or specification provided for a fee
      4. claims arising out of
         1. Damage to Electronically Stored Information
         2. any error in creating amending entering deleting or using Electronically Stored Information
         3. the total or partial inability or failure to receive send access or use Electronically Stored Information
            1. 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

detected within 7 days of its commencement and

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

* + - * 1. claims damages costs and expenses arising out of any obligation on the Insured or others to test for monitor clean up remove contain treat detoxify or neutralise or in any way respond to or assess the effects of Pollutants on structures premises sites or land currently or previously owned occupied used by or under the control of the Insured where the obligation arises out of such ownership occupancy use or control by the Insured

1. a) Products supplied except for food and drink supplied by the Insured in canteens and sports and social clubs provided by the Insured for the use of Employees
   1. contract work executed by the Insured

the costs of recall removal repair alteration replacement or reinstatement of any Product supplied or contract work executed by the Insured

the costs of remedying any defect or alleged defect in premises sold or otherwise disposed of by the Insured

claims arising out of Injury to persons or Damage to Tangible Property happening before the Retroactive Date

a) fines or penalties

aggravated exemplary or punitive damages

a) Injury directly or indirectly caused by arising out of or in any respect based upon or related to

1. the inhalation ingestion or bodily absorption of Asbestos
2. any actual or suspected exposure to Asbestos
   1. Damage directly or indirectly caused by arising out of or in any respect related to Asbestos
   2. the cost of cleaning up removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos or any material containing Asbestos

For the purposes of this Exception Asbestos shall mean all categories varieties and forms of asbestos together with fibres and particles thereof and shall include but not be limited to chrysotile and all asbestiform amphiboles including crocidolite amosite actinolite anthophyllite tremolite richterite and winchite

any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

1. nuclear weapons material
2. ionising 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
   1. 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
   2. a) Injury or Damage 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 such Injury or Damage
3. Injury or Damage directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any Act of Terrorism

For the purposes of this Exception Act of Terrorism shall mean an act 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) which from its nature or context is done for or in connection with political religious ideological ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear

1. **Electromagnetic Radiation Exclusion**

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

## Extension

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
   1. any principal for whom the Insured is carrying out work in connection with the Business 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
   2. 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
   3. 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

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply

**General Conditions**

1. **Duty of Care**

The Insured shall take 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 his 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

1. **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 his 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

1. **More Than One Named Insured**

The first named Insured shall act on behalf of 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”

1. **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

1. **Cancellation**

The Company may at any time, by giving 7 days notice in writing, terminate this Policy, on the grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the Insured and all the premium paid hereon shall be forfeited to the Company. Such notice shall be deemed sufficiently given, if communicated by e-mail or posted by Registered post and addressed to the Proposer at the address mentioned in the Policy or by any other reliable mode of communication.

The Policy may also be cancelled at any time by the Proposer by giving notice in writing. Provided no claim has arisen under the within mentioned Policy prior to the receipt of such notice by the Company, the Proposer would be entitled to a return of premium less premium at Company’s Short period scales as mentioned below for the period, the Policy had been in force.

* 1. **Policy Dispute Clause**

It is hereby agreed to by the parties herein to the contract that any dispute regarding interpretation of the terms, conditions, limitations and/or exclusions shall always be subjected to Indian Law and each Party agree to submit to the jurisdiction of any Court of competent jurisdiction within India and comply with all requirements necessary in such Court of jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court only.

**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 one year 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

1. any claims or Loss indemnifiable under any subsequent insurance arranged by the Insured
2. claims excluded under Exception 13

**Claims Conditions**

1. **Reporting of any Incident by the Insured**

When the Insured becomes aware of any event or circumstance which may give rise to a claim

(regardless of any Excess) 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

1. **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

1. **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 to be one claim

1. **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 defence 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

1. **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 Limits 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

1. **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 Excess pay to the Insured the Limit of Indemnity (after deduction of any sums already paid for Loss) 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

1. **Contribution**

If at the time of any claim there is or but for the existence of this Policy there would be other insurance 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