

Sales Literature

Public Liability – Industrial & Storage Risk

This policy will indemnify the insured against their legal liability to pay compensation including claimant's costs, fees and expenses anywhere in India, in accordance with the Indian Law.

COVERAGES

This Policy will indemnify the Insured in excess of the Insured's Deductibles and subject to the limit of indemnity, against its legal liability (including Defence Costs) to pay Damages for third party Civil Claims arising out of Bodily Injuries and / or Property damage :

- caused by an accident in the premises and
- in the course of the business and
- during the Period of Insurance if notified during the policy period by the Insured in accordance with the terms of the policy

EXTENSIONS

- Pollution risks.
- Transportation risks outside insured's premises
- Cover for multiple units.
- Cover for storage risks viz depots, warehouses, go-downs ,tank farms etc
- Coverage for AOG perils..
- Inclusion of technical collaborators liability

EXCLUSIONS

This Policy does not cover liability

1. Assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
2. Arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
3. Arising out of deliberate, willful or intentional non-compliance of any statutory provision.

4. arising out of Insured's consequential loss of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or claims arising out of loss of a pure financial nature such as loss of goodwill.
5. (a) 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;
- (b) Infringement of plans, copy-right, patent, trade name, trade mark, or registered design;
6. arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
7. 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 or military or usurped power or confiscation or nationalization or requisition of or damage to property by or under the order of government or public local authority.
8. 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;

This Policy does not cover liability for claims arising out of;
9. 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 other than the following:
 - (a) 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;
 - (b) claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
 - (c) 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;
 - (d) claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
10. Transportation of materials and/or hazardous/dangerous substances outside Insured's premises unless specifically covered.
11. The ownership, possession or use by or on behalf of the Insured of any aircraft, spacecraft, watercraft or hovercraft.

12. 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 other than the
 - (a) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).
 - (b) Employees' and visitors' clothing and personal effects.
 - (c) Premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.
13. Injury and/or damage occurring prior to the Retroactive Date stated 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.
14. 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.
15. injury to any person under a contract of employment or apprenticeship with the Insured, or the Insured's contractors and sub-contractors, when such Injury arises out of the execution of such contract.
16. any accident(s) in respect of which Relief would be under the Public Liability Insurance Act 1991, any amendment that may come into force after the issue of this policy, or any other Statute or law which attaches liability on a no fault basis.
17. Liability more specifically insured elsewhere.
18. Any claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal.
19. Any claim made, threatened or intimated against the Insured prior to the Policy Period.
20. any claim directly or indirectly arising out of, or in any way involving any fact or circumstances of which written notice has been given, or ought reasonably to have been given, under any previous policy (whether insured by the Company or not); or of which the Insured first become aware prior to the Period of Insurance and which the Insured knew or ought reasonably to have known had the potential to give rise to a claim.
21. liability in respect of loss or damage to property:

(a) belonging to the Insured

(b) being that part of any property on which the Insured or any servant or agent of the Insured is or has been working if that loss or damage results directly from such work

22. Liability in respect of injury or damage caused by or in conjunction with the bursting of any steam boiler or other pressure vessel designed to operate under steam belonging to or under the control of the Insured.

23. liability in respect of or arising from damage to any land or property or building caused by vibration or by the removal or weakening of support

24. liability in respect of injury or damage caused by or in connection with or arising from accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring.

• SPECIAL PROVISIONS (IF ANY)

The details furnished above do not constitute the entire terms and conditions. For details please refer to our Policy document