

# DIGIT PUBLIC LIABILITY INSURANCE POLICY

UIN: IRDAN158RP0075V01202021

## 1. PREAMBLE:

Whereas the Insured named in the Policy Schedule hereto and carrying on the business described in the Policy Schedule has applied to Go Digit General Insurance Limited (hereinafter called 'the company') for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium as consideration for or on account of such indemnity. Subject to the terms, exceptions, exclusions and conditions contained herein or endorsed hereon.

## 2. OPERATIVE CLAUSE:

We will indemnify You against your 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 anywhere in India, in accordance with Indian Law.

## 3. INDEMNITY:

We will indemnify the Insured in excess of the Compulsory Excess and Voluntary Excess, subject to the Limit of Indemnity, against its legal liability (including Defence Costs) to pay Damages for third party Claims arising out of Bodily Injury and/or Property Damage:

- a) caused by an Accident in the Insured Premises,
- b) in the course of the Business, and
- c) during the Period of Insurance if notified during the Policy Period by the Insured in accordance with the terms of this Policy.

### **Defence Costs**

We will, subject to the Limit of Indemnity, pay all costs, fees and expenses incurred with Our prior written consent in the investigation, defence or settlement of any Claim and the Insured's costs of representation at any inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to an actual or anticipated Claim against the Insured falling within the terms of this Policy.

## 4. DEFINITIONS:

- (a) **Accident** means a fortuitous event or circumstance, which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.
- (b) **Bodily Injury** means death, bodily injury, illness or disease of or to any person.
- (c) **Claim** means the receipt by the Insured of any written or verbal notice of demand for compensation or rectification made by or on behalf of a third party against the Insured, and/or any suit, claim, petition, writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the Insured.
- (d) **Defence Costs** means the expenses incurred by or on behalf of the Insured or the Company in the investigation or settlement or defence of a Claim and shall include legal costs and disbursements.
- (e) **Insured Premises** means the place or places named in the Policy Schedule from where the Insured's Business is conducted and shall be deemed to include pipelines owned by the Insured that run outside of the Premises for discharging treated effluents to a disposal point situated within a distance of not more than one kilometre (unless specifically agreed and mentioned in your Policy Schedule) from the Premises.

- (f) **Limit of Indemnity** means the amount stated in the Schedule, which shall be the Company's total liability under this Policy (inclusive of Defence Costs, and regardless of the number of Insureds or claimants or the total number or amount of Claims made against the Insured) for any one Claim and in the aggregate for all Claims made against the Insured during the Policy Period.
- (g) **Period of Insurance** means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.
- (h) **Policy Period** means the period commencing from effective date and hour as shown in the policy schedule and terminating at midnight on the expiry date as shown in the Policy Schedule.
- (i) **Pollution** means and includes pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.
- (j) **Product** means any tangible 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 but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.
- (k) **Property Damage** means actual and/or physical damage to tangible property;
- (l) **Retroactive Date** means the date shown as Retroactive Date in the Policy Schedule. The policy will only cover accidents that have occurred after the Retroactive Date.
- (m) **We, Us, Our, Insurer** means Go Digit General Insurance Limited
- (n) **You, Your, Insured** means a person or an entity or an organization named in the Policy Schedule

## 5.

### (a) NOTIFICATION EXTENSION CLAUSE:

Should You notify Us during the Policy Period, in accordance with “**General Condition – Duties in the event of a Claim**”, 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 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.

### (b) EXTENDED CLAIM REPORTING CLAUSE:

Subject to the limits of indemnity and the terms, conditions and exceptions of the policy, if this Policy is cancelled nor renewed or replaced, either by Us or by You, with an insurance Policy for the same interest You shall be entitled to an Extended Reporting Period of number of days as opted by You and mentioned in Your Policy Schedule, granted automatically from the date of expiry of the Policy, for notification of claims for accidents which had taken place during the Period of Insurance but could not be made during the Policy Period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring policy period.

## 6. INSURED PERSONS:

Subject to the Limit of Indemnity, their compliance with the terms and conditions of this Policy and without prejudice to the Your obligations under this Policy, in the event of a Claim indemnifiable under the Policy the indemnity provided hereunder shall also extend to:

- A.** Officials of the Insured in their business capacity arising out of the performance of their business or in their private capacity arising out of their temporary engagement of the Insured's employees;
- B.** The officers, committees and members of the Insured's canteen, social, sports, medical, firefighting and welfare organizations in their respective capacities as such;

- C. The personal representatives of the estate of any person who would otherwise be indemnified by this Policy but only in respect of liability incurred by such person.

Provided always that all such persons or parties shall exercise their rights through the Insured named in the Policy Schedule and; observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

## **7. CROSS LIABILITIES:**

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 total liability not exceeding the limit of indemnity stated in the Policy Schedule.

## **8. LIMIT OF INDEMNITY:**

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

## **A. 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 or arising from one specific cause, which are made later than 3 years after the first claim of the series.

## **B. COMPULSORY EXCESS**

You shall bear as Compulsory Excess the amount or percentage of the limit of indemnity per any one accident as mentioned in the Policy Schedule. This Compulsory 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 Compulsory Excess (and Voluntary Excess, if any, opted by the Insured).

## **C. VOLUNTARY EXCESS**

In the event of You opting, the policy shall be subject to a voluntary excess as mentioned in the Policy Schedule. This voluntary excess shall be applicable to both (a) death/bodily injury claims and (b) property damage claims inclusive of defence costs arising out of any one accident. Our Liability shall attach for the claims in excess of such compulsory and voluntary excess.

## **9. 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, wilful or intentional non-compliance of any statutory provision.
4. arising out of loss of pure financial nature such as loss of goodwill, loss of market, etc.
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, trademark, 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, terrorism or military or usurped power.
- 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;
- 9. 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 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, 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 mentioned in the Policy 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 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.
- 16. liability more specifically Insured elsewhere.

17. Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other statute or law which attaches liability on a no fault basis.
18. Pollution of any kind.
19. Any Product.
20. directly or indirectly caused by or arising from or in consequence of or attributable to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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.

21. for any claims where the Insured were aware of the circumstance or event which gave rise to the claim before the inception of this Policy;
22. for any financial loss or claim arising out of any act of negligence, error, mistake or omission in rendering or failing to render professional services, whether performed by the Insured or by others for whom the Insured is legally responsible;
23. any actual or alleged liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of asbestosis or any related disease (including cancer) resulting from the existence, production, processing, manufacture, sale, distribution, storage, deposit or use of asbestos, asbestos products and/or products containing asbestos in whatever form or quantity;
24. any actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of non-ionic radiation, including but not limited to Electro-Magnetic Fields and/ or Electro-Magnetic Interference;
25. for any claims arising outside the territorial limits as mentioned in the Policy Schedule;
26. in connection with dishonest/criminal acts of employees or persons working for/on behalf of the Insured;
27. prior and pending losses;
28. caused by, whatsoever nature directly or indirectly, resulting from or in connection with:
  - a. Employers Liability & Employment Practices Liability;
  - b. Professional Liability;
  - c. Mold, fungi, mildew, spore or mycotoxins of any kind;
  - d. Insured vs. Insured claims;
  - e. Damage to alienated premises;
  - f. Libel and Slander;
  - g. Advertising injury;
  - h. Assault and Battery;
  - i. Property under care, control and/or custody of the Insured;
  - j. Offshore risk;
  - k. Toxic waste
29. arising out of consumption of food, beverage and/or any other edible items supplied by the Insured in the Insured's premises, unless specifically covered;
30. arising out of Industrial seepage, pollution and contamination, unless specifically covered;

31. any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection Strike, riots and civil commotion regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
32. for Bodily Injury or Property Damage arising out of or with respect to or in relation to the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol and/or any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages and/or causing or contributing to the intoxication of any person.

## **10. GENERAL CONDITIONS**

### **1. Duties in the event of a Claim**

- a. 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 as We may require.
- b. Every claim, writ, summons or process and all documents relating to such event shall be forwarded to Us immediately when they are received by You.
- c. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the company.
- d. 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 Policy Schedule.  
In the event We, in 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 the Our liability or obligations would have been had we not exercised Our rights under this condition.
- e. You shall give all such information and assistance as the company may reasonably require.

2. We may at any time 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 deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made, we shall relinquish the conduct and control of and be under no further liability in connection with such claims.

### **3. Alterations to the Policy**

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

### **4. Observance Of Terms And Conditions**

The due observance of the terms of this Policy by you insofar as they relate to anything to be done or complied with by You and the truth of the statements and answers in the said Proposal and declaration shall be conditions precedent to any of Our liability to make any payment under this Policy. If there shall be any mis-statement in or omissions of a material fact from the information supplied by You whether by the said Proposal and declaration or otherwise, this Policy shall be null and void and any premium paid thereon shall be forfeited. No transfer in the interest in this Policy and no waiver of alterations to or change in the terms of this Policy shall be valid unless made in writing and signed by Us.

### **5. Notices And Alterations To The Policy**

Every notice and communication to Us required by this Policy shall be in writing.

### **6. Duty Of Disclosure**



This Policy shall be void and all premiums paid hereon shall be forfeited to Us in the event of misrepresentation, misdescription or non-disclosure of any material fact in the Proposal form, personal statement, declaration and connected documents, or any material information having been withheld.

#### **7. Fraud**

- a. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by You or anyone acting on Your behalf to obtain any benefit under this policy, all benefits and rights under the Policy shall be forfeited.
- b. 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 misstatement or the non-disclosure of any material information by or on behalf of the Insured.

#### **8. Entire Contract**

The Policy and the Policy Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Policy Schedule shall bear such specific meaning wherever it may appear. The terms, conditions and exclusions of this Policy (and any phrase or word contained therein) shall be interpreted in accordance with Indian Law

#### **9. Maintenance of Records**

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

#### **10. Other Insurance**

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 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 / Policies, had this Insurance not been effected.

#### **11. Cancellation**

##### **a) By the Insured**

The insurer shall –

**For Annual Policy:** Refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.

##### **b) By the Company**

Policy may be cancelled by the Company on the grounds of established fraud, by giving minimum notice of 7 (seven) days to the insured.

In no event shall the Company repay to the Insured contributions made to the Environment Relief Fund.

#### **12. No Reinstatement of Sum Insured**

In 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.

#### **13. Limitation Period**

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.

**14. Governing Law**

Any dispute concerning the interpretation of the terms, conditions limitations and/ or exclusions contained herein is understood and agreed to by both the Insured and the Company 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.

**15. Subrogation**

In the event of any payment under this Policy, We shall be subrogated to all of Your rights of recovery to the extent of such payments against any person or organization and You shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights and ensure that nothing is done to prejudice such rights and provide Us with whatever reasonable co-operation and assistance they might require.

However, it is specifically agreed that We will not exercise its rights of subrogation against Your employee unless the aforesaid payment has been caused by or contributed to in any way by the fraud or dishonesty of any such employee.

In the event of any recovery being made, it is specifically understood that the recovered funds shall be applied in the following order:

- (a) We shall be reimbursed to the extent of any payment they have made under this Policy.
- (b) We shall be reimbursed the actual costs and expenses they have incurred in pursuing the recovery.
- (c) You shall be entitled to reimbursement in respect of its losses only after the payment of (a) and (b) and only to the extent of any recovered funds that might remain.

**16. Renewal Notice**

We shall neither be bound to issue any renewal notice nor to accept renewal premium thereunder. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which the premium has been paid.

**17. Claim Settlement**

We will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that We decide to reject a claim made under this policy, We shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

**18. Grievances**

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at [hello@godigit.com](mailto:hello@godigit.com).

After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at [seniors@godigit.com](mailto:seniors@godigit.com)

Email: [grievance@godigit.com](mailto:grievance@godigit.com)

For further information, please refer the below link,

<https://www.godigit.com/claim/grievance-redressal-procedure>

You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at <https://irdai.gov.in/igms1>

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman,	Gujarat,



	Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363	Rajasthan.

	Email: bimalokpal.jaipur@cioins.co.in	
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: COUNCIL FOR INSURANCE OMBUDSMAN ,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W),  
Mumbai - 400 054.Tel.: 022 – 69038801/03/04/05/06/07/08/09 Email: [inscoun@cioins.co.in](mailto:inscoun@cioins.co.in)

### Endorsement Wording

#### **1) Food and Beverage Endorsement (IRDAN158RP0075V01202021)**

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Bodily Injury due to poisoning by food or non-alcoholic beverage supplied by You at or from Your Insured Premises.

This cover excludes any Claim resulting from Drugs and medicines supplied by You at or from Your Insured Premises.

Provided always that You shall at all times take every possible precaution to prevent the sale or supply of any food and beverages which are contaminated and not fit for human consumption.  
It is hereby agreed and declared that exclusion 29 of the policy wording stands deleted.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible of this Policy.

### **2) Industrial Seepage, pollution and contamination extension – 72 hours (IRDAN158RP0075V01202021)**

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the insurance under this policy is extended to cover legal liability for accidents causing injury or damage due to seepage, pollution or contamination, where such seepage, pollution or contamination is caused by sudden, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the policy period.

This extension also includes the payment of reasonable cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances provided the seepage, pollution or contamination is caused by sudden, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the policy period whether a claim has been made or not against the insured.

Provided that,

- a It became physically evident to You or other parties within seventy-two (72) hours of its commencement;
- b the initial Bodily Injury, Property Damage must have ensued within seventy-two (72) hours of its commencement

This extension does not cover any liability

- a relating to fines, penalties, punitive or exemplary damage.
- b Which would not have been covered under the insurance, had this clause not been attached.

It is hereby agreed and declared that exclusion 30 of the policy wording is deleted

Provided always that all terms and conditions in the policy shall apply to this extension as if they have been incorporated herein.

### **3) Act of God Perils (IRDAN158RP0075V01202021/A0020V01202122)**

We will indemnify You for all amounts which You become legally liable to pay as Compensation arising out of Act of God Perils like Storm, Typhoon, Flood, Inundation, Earthquake and similar natural causes, subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

If You have opted for this add on cover, Point no. 2 as provided under “9. Exclusion” in the base policy shall stand deleted.

### **4) Advertising Signs and Decorations Liability (IRDAN158RP0075V01202021/A0021V01202122)**

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of any accidents occurring in connection to Your advertising signs, neon signs, decorations and the like in or about the Insured Premises as mentioned in Your Policy Schedule, provided that such property is under regular inspection and maintenance is carried out by qualified personnel.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

### **5) Care, Custody or Control (IRDAN158RP0075V01202021/A0022V01202122)**

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Property Damage to a property whilst under Your care, custody and control.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

If You have opted for this add on cover, Point no. 1, 12 and 28. (i) as provided under “9. Exclusion” in the base policy shall stand deleted to the extent coverage is provided under this add on cover.

#### **6) Carriage of Effluents (outside the Insurance Premises) (IRDAN158RP0075V01202021/A0023V01202122)**

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of an accident directly caused by treated effluents whilst being carried by pipelines outside the Insured Premises to the discharge point as declared and mentioned in Your Policy Schedule, excluding Pollution risk, howsoever caused unless specifically agreed and mentioned in Your Policy Schedule.

Provided always that the statutory provisions as may be in force from time to time for treatment and discharge of effluents are complied with.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

#### **7) Damages to Rented Premises (IRDAN158RP0075V01202021/A0024V01202122)**

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Property Damage to the Premises, while rented to You or temporarily occupied by You with permission of the Owner, if such Property Damage is caused by

1. Fire
2. Explosion
3. Water Discharged from a pipe or water system; or
4. Impact of a motor vehicle.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

If You have opted for this add on cover, Point no. 1 and 12 as provided under “9. Exclusion” in the base policy shall stand deleted to the extent coverage is provided under this add on cover.

#### **8) Lift Liability (IRDAN158RP0075V01202021/A0025V01202122)**

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of an accident directly caused in connection to the normal operational use of the elevators and/or escalators at the Insured Premises, provided that regular inspection and maintenance of the elevators and/or escalators shall be carried out by qualified engineers.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

#### **9) Medical Expenses (IRDAN158RP0075V01202021/A0026V01202122)**

##### Coverage:

We will pay the medical expenses described below, incurred by You as a result of Bodily Injury caused by an accident:

1. On premises You own or rent;
2. On ways next to premises You own or rent; or
3. Because of Your operations;

Provided that:

1. The accident takes place in the Coverage Territory and during the Policy period;
2. The expenses are incurred and reported to Us within one year of the date of the accident; and
3. The injured person submits to examination, at Our expense, by physicians of Our choice as often as We reasonably require.

We will make these payments regardless of fault and will pay reasonable medical expenses incurred only for:

1. First aid administered at the time of an accident;
2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
3. Necessary ambulance, hospital, professional nursing and funeral services.

Specific Exclusions to this Cover:

We will not pay expenses for Bodily Injury:

1. To any Insured.
2. To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.
3. To a person injured on that part of premises You own or rent that the person normally occupies.
4. To a person, whether or not an Employee of any Insured, if benefits for the Bodily Injury are payable or must be provided under an Employee's Compensation or disability benefits law or a similar law.
5. To a person injured while taking part in athletics.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

**10) Swimming Pool and Exercise Area Liability (IRDAN158RP0075V01202021/A0027V01202122)**

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Bodily Injury happening in or around or arising out of the ownership, use or operation of Your swimming pool, pool side area and/or exercise area provided that:

1. all equipment is maintained and serviced in accordance with the manufacturer's instruction
2. appropriate safety signs are provided where necessary that give instructions on the safe use of the pool and/ or equipment and/or exercise area and/or pool side area.
3. all equipment is structurally safe being operated and maintained in a safe manner
4. users are made fully aware of the pool and/or exercise area rules and the need to be responsible for their own safety
5. lifeguard is present or in the absence of a lifeguard, a member of staff is/are designated as "on call" to respond immediately to any alarm and deal with any emergency. It is essential that such staff are trained in pool rescue, first aid and cardiopulmonary resuscitation (CPR) techniques
6. a written safety procedure is displayed at the entrance, changing rooms, pool side and exercise area. The notice should include (but not be limited to) the following information: -
  - The times when the pool / exercise area is open
  - A clear warning if the pool does not have a lifeguard
  - Children (under 15 years of age) do not use the pool without adult supervision
  - Non-swimmers should not bathe alone
  - Locations and use of the rescue equipment
  - Location and use of the emergency telephone/alarm and instructions to its use in an emergency

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

**11) Transportation of Material or Dangerous or Hazardous Substance (IRDAN158RP0075V01202021/A0028V01202122)**

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of a Bodily Injury and/or Property Damage directly caused by material or dangerous or hazardous substance as declared by You whilst being transported by rail or road or pipeline, excluding Pollution risk, howsoever caused unless specifically agreed and mentioned in Your Policy Schedule.

Provided always that the statutory provisions as may be in force from time to time for carriage of dangerous or hazardous substances are complied with.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties exclusions and deductible of this Policy.

**12) Valet Parking (IRDAN158RP0075V01202021/A0029V01202122)**



We will indemnify You for all amounts which You become legally liable to pay as Compensation arising out of the use of any motor vehicle which is not Your Property or provided by You and being used by Your authorized Employee solely for the purpose of valet parking. We shall not be liable for any Claim arising while such vehicle is being driven by any person other than Your authorized Employee(s) or for any purpose other than provision of valet parking service.

Provided that, We shall be liable to pay a Claim under this Cover only if You are not entitled to indemnity under any other Insurance.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

If You have opted for this add on cover, Point no. 9 as provided under "9. Exclusion" in the base policy shall stand deleted to the extent coverage is provided under this add on cover.

### **13) Terrorism legal Liability Coverage (IRDAN158RP0075V01202021/A0030V01202122)**

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of a Bodily Injury and/or Property Damage directly caused due to Act Of Terrorism.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

Act of Terrorism means an act, including but not limited to the use of force or violence and /or the threat there of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), 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.

If You have opted for this add on cover, following points as provided under "9. Exclusion" in the base policy shall stand amended:

- a. Point no 7 shall be amended to read as under,  
*"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. "*
- b. Point no. 20 shall stand deleted.