

Public Liability Insurance Policy(Non-Industrial) - Retail

CUSTOMER INFORMATION SHEET / KNOW YOUR POLICY

Policy No: << >>

This document provides only key information about your policy. Please refer to the policy document for detail terms and conditions.

SI No	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number
1	Product Name	Public Liability Insurance Policy (Non-Industrial)-Retail	Not applicable
2	Unique Identification Number allotted by IRDAI	IIRDAN134RP0287V01202223	Not applicable
3	Structure	Policy <ul style="list-style-type: none"> • Indemnity 	Not applicable
4	Interests Insured	This Policy covers Legal Liability of the Insured towards damages to Third Party in respect of accidental death or bodily injury or disease and loss or damage to property arising out of such accidents. It also covers legal costs and expenses incurred with prior consent of the Insurer and within the limit of the indemnity.	Not applicable
5	Sum Insured	Indemnity - << As opted >>	2. Indemnity
6	Policy Coverage	<p>The Company will indemnify the Insured against their legal liability (other than liability under the Public Liability Insurance Act, 1991 or any other Statute that may come into force after the issue of this policy) to pay compensation including Claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law.</p> <p>The Indemnity only applies to claims arising out of accidents occurring in the Insured Premises during the period of insurance first made in writing against the Insured during the policy period and the Insured is indemnified in accordance with the Operative Clause for and/or arising out of Injury and/or Damage but only against claims arising out of or in connection with the business specified in the Schedule and not against claims arising out of</p>	<p>1. Operative Clause</p> <p>2. Indemnity</p>

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		<p>or in connection with:-</p> <p>a) Pollution howsoever caused unless specifically covered</p> <p>b) Any product.</p>	
7	Add-on Cover	<p>The product also offers the choice of few optional covers as below:</p> <p>Endorsements and Clauses</p> <p>1. SUDDEN AND ACCIDENTAL POLLUTION</p> <p>The insurance doesn't apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapor, soot, fume, acid, alkali, toxic chemicals, liquid or gases, waste material or other irritants, contaminants or pollutants into or upon the land, atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape meets all five of the following conditions:</p> <ul style="list-style-type: none"> • The discharge, dispersal, release or escape must be neither expected nor intended by the insured, and • The beginning of the discharge, dispersal, release or escape must take place during the policy period • the discharge, dispersal, release or escape must be physically evident to the insured or other parties within ____ hours of the beginning of the discharge, dispersal, release or escape and • The initial bodily injury or property damage caused by the discharge, dispersal, release or escape must ensue within ____ hours of the beginning of the discharge, dispersal, release or escape. • Notwithstanding anything to the contrary in condition 4, Insured's duties in the event occurrence, claim, or lawsuit or any other policy conditions, all claims made against the insured under this coverage must be reported to the company as soon as practicable but not later than 30 days after termination of the policy. 	<p>Endorsements and Clauses Wordings</p>

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The term released includes, but is not limited to any of the following : spilling, leaking, pumping, pouring, emitting, emptying, injection, dumping or disposing.

If the insured and the company should disagree with regard to when a discharge, dispersal, release or escape begins or becomes evident, the burden of proving that all 5 enumerated conditions are met rests with the insured at the insured's own expense. Until such proof is accepted by the company, the company may but not obligated to, defend any claim.

This clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached, except in so far as detailed herein.

This endorsement is granted in consideration of additional premium subject otherwise to the terms, exceptions, conditions and limitations of the within mentioned policy.

Coverage Territory: As per schedule

Coverage Jurisdictions: As per schedule

All other terms & conditions remain unchanged

2. CLARIFICATION AGREEMENT

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

(i) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses

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		<p>resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.</p> <p>(ii) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.</p> <p>3. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001 EXCLUSION CLAUSE</p> <p>It is hereby declared and agreed that a person who is not a party to this Policy contract shall have no right under the Policy.</p> <p>4. CYBER RISKS EXCLUSIONS CLAUSE (NMA2915)</p> <p>1. Electronic Data Exclusion</p> <p>Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-</p> <p>(i) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.</p> <p>ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.</p> <p>COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced</p>	
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		<p>unauthorized instructions or code, programme or otherwise, those propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horse' 'worms' and 'time or logic bombs'.</p> <p>(ii) However, in the event that a peril listed below results from any of the matters described in paragraph above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by the Policy directly caused by such listed peril.</p> <p>Listed Perils</p> <ul style="list-style-type: none"> • Fire • Explosion <p>2. Electronic Data Processing Media Valuation</p> <p>Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-</p> <p>Should electronic data processing media insured by the Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generations. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.</p> <p>5. DUTY OF DISCLOSURE</p> <p>We would remind you that you must disclose to us fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from your policy.</p>	
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		<p>6. ELECTRONIC DATE EXCLUSION CLAUSE</p> <p>The indemnity will not apply to any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the failure or inability of any computer or other equipment or system for processing storing or retrieving data, whether the property of the Insured or not, occurring at any time to:-</p> <p>(i) correctly recognize any date as its true calendar date</p> <p>(ii) capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date</p> <p>(iii) capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date</p> <p>7. TERRORISM DAMAGE EXCLUSION WARRANTY</p> <p>Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature 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 the loss.</p> <p>For the purpose of this endorsement an act of terrorism means 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 organization (s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.</p>	
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		<p>The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.</p> <p>If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.</p> <p>In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.</p> <p>8. Cover for Valuable Documents</p> <p>Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy, the Indemnity granted by this Policy shall, in addition extend to indemnify the insured in respect of costs necessarily and reasonably incurred in rewriting or redrawing Plans or Specifications of the contract works insured hereunder, when such Plans or Specifications are lost or damaged by any cause not excluded by this section and the Insured needs to have them redrawn or rewritten in order to complete the project or to enable payment to be made for works already carried out.</p> <p>The liability of the Company shall not exceed in the aggregate during the Policy Period the Limit of Indemnity set forth in the Schedule.</p> <p>9. ALTERATIONS AND REPAIRS</p> <p>Workmen are allowed in on or about any premises herein referred to carrying out alterations and repairs without prejudice to the terms of this insurance.</p> <p>10. AUTOMATIC ADDITION AND DELETION OF INSURED LOCATIONS</p> <p>It is hereby declared and agreed that this Policy shall extend to cover automatic additions and deletion of insured locations</p>	
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		<p>11.BREACH OF CONDITIONS</p> <p>The conditions and warranties of this Policy shall apply individually to each of the risks insured and not collectively to them. Thus a breach of any condition or warranty shall void the Section only in respect of all the risks to which that breach applied and does not affect the Section in respect of the other risk.</p> <p>12.BREACH OF WARRANTIES</p> <p>Any breach of the within warranties without the knowledge and consent of the Insured shall not prejudice this Insurance provided notice, in writing, be given to the Company immediately upon such breach coming to their knowledge.</p> <p>13.CAR PARK FACILITIES ENDORSEMENT</p> <p>It is hereby declared and agreed that this Policy is extended to cover the legal liability of the Insured in respect of loss of or damage to vehicles under the control of the Insured or the Insured's Parking Attendants whilst in the Car Park of the Insured.</p> <p>Provided always that:-</p> <ul style="list-style-type: none"> i The Company shall not be liable for any such loss or damage insofar as such loss or damage is covered by any other insurance. ii The liability of the Company under this Endorsement in respect of any such loss or damage and under the Policy in respect of any bodily injury or damage to property shall not in any case exceed the Limit of Indemnity specified in this Policy. Disclaimer notices shall be permanently displayed in prominent positions at each entrance to the parking area. <p>14.CARE / CUSTODY / CONTROL EXTENSION CLAUSE</p> <p>It is hereby declared and agreed that the indemnity expressed in this Policy shall apply to liability in respect of loss of or damage to property:-</p>	
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- (i) in the charge or under the control of the Insured or any servant or agent of the Insured.
- (ii) 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.

The extension of cover shall be subject to the following:-

Limits of Indemnity: Any One Accident

..... Aggregate during the Policy Period

Excess:any one loss

15. CROSS LIABILITY CLAUSE

For the purpose of this Policy each of the parties comprising the Insured shall be considered as separate and distinct unit and the words " The Insured " shall be considered as applying to each party in the same manner as if a separate Policy had been issued to each of the said parties and the Company hereby agrees to waive all rights of subrogation or action which they may have or acquire against any of the aforesaid parties arising out of any occurrence in respect of which claim is made hereunder.

The inclusion herein of more than one Insured shall not operate to increase the Limits of the Company's Liability as stated in the Policy.

16. EMPLOYEES' PERSONAL EFFECTS

It is hereby declared and agreed that this Policy extends to cover legal liability of the Insured in respect of damage to the Personal Effects of the Insured's Employees occurring at the place or places at which this Policy applies.

The liability of Company shall not exceed:

..... any one employee and
..... in the aggregate any one accident.

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		<p>The Company shall not be liable for any motor vehicles, precious metals, precious stones or articles made therefrom or money.</p> <p>17. FIRE BRIGADE WATER DAMAGE EXTENSION</p> <p>The Company will indemnify the Insured in respect of loss or damage to third party property caused by or arising out of the use of water or chemicals by the fire brigade to extinguish a fire on the Insured's premises.</p> <p>18. FOOD AND BEVERAGE EXTENSION</p> <p>Notwithstanding anything contained herein to the contrary of this Policy, it is hereby declared and agreed that this Policy is extended to include liability in respect of accidental injury directly caused by or arising from anything harmful or defective in food or drink sold or supplied by the Insured or from poisoning of any kind caused by foreign or deleterious matter in food or drink sold or supplied by the Insured in the Business at the Insured's Premises named in the Schedule</p> <p>Provided that:</p> <p>(i) For the purpose of this extension the word "injury" wherever used in this Extension shall be deemed to include illness.</p> <p>(ii) The liability of the Company shall not in any case exceed the Limit of Indemnity specified in this Policy.</p> <p>The Insured shall at all times take every possible precaution to prevent the sale of articles of food or drinks which are not in good condition and to ensure that the same are free from contamination and fit for human consumption.</p> <p>19. LOSS NOTIFICATION CLAUSE</p> <p>Notwithstanding anything contained herein to the contrary it is agreed that this insurance will not be prejudiced by any inadvertent delays errors or omissions in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Policy.</p> <p>20. MISDESCRIPTION CLAUSE</p>	
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		<p>This Policy shall not be prejudiced by any alteration or misdescription of occupancy. Notice to be given to the Company immediately the Insured become aware of the same and to pay additional premium, if required from the date of the inception of the increased hazard.</p> <p>21. NEON/ADVERTISING SIGNS It is hereby declared and agreed that the insurance by this Policy is extended to cover the legal liability of the Insured arising out of accidents caused by or through the Neon/ Advertising Signs installations the property of the Insured situated in India.</p> <p>Warranted that the Insured shall comply with all statutory enactments bye-laws and regulations and shall at all times ensure that the Neon/ Advertising Signs installations are kept in a proper state of repair and if any defect be discovered the Insured shall forthwith cause such defect to be made good and shall in the meantime cause such additional precautions to be taken for the prevention of accident as the circumstances may require.</p> <p>Provided always that the liability of the Company under this extension in respect of any bodily injury or loss of or damage to property shall not in any way exceed the Limit of Liability specified in this Policy.</p> <p>22. AGREED BANK CLAUSE The Company undertakes to obtain the Bank's or Finance Company's consent prior to their cancellation of the Policy if instructions have been received for the cancellation of the Policy and also to advise the Bank's or Finance Company's immediately of any other material changes which are proposed to be made in the terms of the Insurance.</p> <p>23. NON-OWNED/HIRED VEHICLES CLAUSE The Company will indemnify the Insured in respect of legal liability and costs and expenses in respect of bodily injury or damage as defined in the Policy arising out of the use of any motor vehicle owned or non-owned or hired by the</p>	
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	<p>Insured's Employees and used in the course of the Insured's Business.</p> <p>Provided always that the Company shall not be liable for:-</p> <p>(i) Bodily injury to any person being carried by a motor cycle otherwise than in a side-car attached to it.</p> <p>(ii) Loss of or damage to such vehicle.</p> <p>(iii) injury or damage arising while such vehicle is being:</p> <p>(a) Driven by the Insured.</p> <p>(b) Driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or of such representative does not hold a license to drive such vehicle unless such a person holds and is not disqualified for holding or obtaining such a license.</p> <p>(c) Used elsewhere than in the Republic of India.</p> <p>any accident giving rise to a claim under this Policy if at the time of the occurrence of such accident there is any other existing insurance covering the same liability</p> <p>24. PRODUCTS EXCLUSION ENDORSEMENT</p> <p>Notwithstanding anything contained in the Policy to the contrary the indemnity expressed in this Policy shall not apply to or include any liability in respect of injury illness loss or damage caused by or in connection with or arising from any commodity article product or thing supplied repaired altered or treated by or to the order of the Insured.</p> <p>25. School, Educational Institutes and Public Libraries Endorsement</p> <p>Notwithstanding anything contained to the contrary, it is noted and agreed that students are treated as third parties under the policy but not teachers and other staff members who are employed by the Institute. However, the kidnapping of students is not covered under the scope of the policy.</p> <p>26. SOCIAL/RECREATIONAL ACTIVITIES</p>	
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		<p>It is hereby declared and agreed that this Policy is extended to indemnify the Insured in respect of the Insured's legal liability for death or bodily injury loss of or damage to property as within defined in this Policy caused by or arising out of and in connection with any social recreational or welfare activities organized supervised and managed by the Insured for its invited participants including employees their families and friends anywhere in Republic of India.</p> <p>The word "Insured" whenever appearing includes as an Insured any person who is a member of the organizing or management committee for such social recreational or welfare activities but only while acting within the scope of their duties as such.</p> <p>It is further declared and agreed that the indemnity granted under this Policy is also extended to apply to occurrences during the Policy period caused by arising out of and in connection with drinks, beverages or food served by the Insured during such social, recreational or welfare activities.</p> <p>In the event of a claim the Company will not raise the defence that such participants and employees are not third parties.</p> <p>27. SPRINKLER LEAKAGE CLAUSE This indemnity provided by this Policy extends to include the Insured's legal liability for loss or damage caused by the accidental discharge of the sprinkler installation.</p> <p>28. TENANT'S LIABILITY CLAUSE It is hereby declared and agreed that the Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as damage in respect of:-</p> <ol style="list-style-type: none"> 1. accidental bodily injury to any person 2. accidental damage to property <p>Happening during the Period of Insurance and arising from the occupancy of Premises leased or rented by the Insured.</p>	
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		<p>Provided always that this extension shall not apply to liability assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement.</p> <p>The Company's Liability under this extension shall not exceed Limit of Indemnity.....</p> <p>29. WAIVER OF SUBROGATION CLAUSE Any claimant under this Policy shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of endorsing any rights and remedies or of obtaining relief of indemnity from _____ whether such acts and things shall be or become necessary or required before or after indemnification by the Company.</p> <p>The rights of subrogation against _____ is hereby waived.</p> <p>30. School, Educational Institutes and Public Libraries Endorsement Notwithstanding anything contained to the contrary, it is noted and agreed that students are treated as third parties under the policy but not teachers and other staff members who are employed by the Institute. However, the kidnapping of students is not covered under the scope of the policy.</p> <p>31. Cover for Acts of God This policy is extended to cover the loss or damage to third party (public) directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood, Inundation, Subsidence and Landslide including Rockslide and Earthquake (Fire and Shock).</p> <p>32. Other facilities such as health clubs, beauty parlors, shops, swimming pools, indoor and outdoor sports Notwithstanding anything herein contained to the contrary, it is agreed and declared that the coverage under the Section is extended to cover Loss in respect of the following facilities provided by the Insured or on his behalf at his premises:</p>	
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		<p>1. Swimming pool, hot tub, jacuzzi</p> <p>2. Saunas or steam bath</p> <p>3. Gym, fitness centres, health clubs and spas.</p> <p>However this endorsement does not cover any claim directly or indirectly caused by or which arises out of or in connection with or is attributable in anyway to recreational sports and hazardous activities.</p> <p>This extension of coverage does not increase the Sum Insured provided in the Policy.</p> <p>Specific Conditions – It will be a condition precedent to any liability under the Policy that:</p> <ol style="list-style-type: none"> 1. Experienced life guards will be available at all times when the swimming pool is operational unless the depth of the pool does not exceed 1 meter at any point 2. Experienced trainers will be available at all times when the gym, health or fitness centres and spas are operational 3. The swimming pool, health clubs and other facilities will be maintained in a hygienic and amenable condition when in use. <p>Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon</p> <p>33. Aqua Sports facilities, Skydiving, Skiing and Hang Gliding</p> <p>Notwithstanding anything herein contained to the contrary, it is agreed and declared that the coverage under the Section is extended to cover Loss in respect of any third party who is a registered guest of the Insured's hotel whilst such guest is engaged in any sporting activity conducted by a qualified instructor in the Insured's employment provided by the Insured or on the Insured's behalf at the Insured's premises.</p> <p>However, this endorsement does not cover any claim directly or indirectly caused by or which</p>	
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		<p>arises out of or in connection with or is attributable in anyway to the following:</p> <ol style="list-style-type: none"> 1. Physical disability or incapacity of the guest in engaging in the recreation or sporting activity; 2. The guest being intoxicated or under the influence of any drug or stimulant whilst engaging in any recreation or sporting activity; 3. The guest engaging in the following activities: <ol style="list-style-type: none"> a) Flying, hang-gliding, ballooning, paragliding or parasailing or any activity relating to or making use of any instrument of aviation or flight b) Mountaineering necessitating the use of guides and ropes c) Under water diving with the use of any breathing apparatus in respect of persons under the age of 14 years d) Any diving activity requiring the use of artificial light e) Any diving activity whilst the participants are using spear-guns or powered instruments of a similar nature f) Any activity making use of a motor powered vehicle, motor cycle or watercraft with an engine capacity in excess of 125cc g) Water-ski jumping h) Any activity making use of firearms, guns, rifles, spring loaded crossbows or powered instruments of similar nature i) Any claim directly or indirectly caused by or which arises out of or in connection with or is attributable in any way to recreational sports and activities including hazardous sports like paragliding, bungee jumping, horse riding, water sports, athletics or competition activities of any type. 4. Liability giving rise to the aggravation of any injury or illness to which the guest was 	
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subject, prior to the Insured's alleged liability.

34. Lift Liability –

Version 1 – Notwithstanding anything herein contained to the contrary, it is agreed and declared that the coverage under the Section is extended to cover Loss in respect of the use of any lift, hoist, escalator or elevator in the premises or for which the Insured is responsible whilst such are being utilized by members of the public.

It is a condition precedent to the Company's liability that the Insured should comply with any Act or statute of the government or government recognized authority or authorized local authority which are applicable to the provisions of this endorsement.

Subject otherwise to the terms, conditions and exclusions of the Policy and endorsements if any thereon.

Version 2 – Notwithstanding anything herein contained to the contrary, it is agreed and declared that the coverage under the Section is extended to cover Loss in respect of the use of any lift, hoist, escalator or elevator in the Premises in respect of the following:

1. Damage to any motor vehicle, trailer or caravan, tractors, plant and equipment or the like thereof necessitating the use of such lift or hoist by virtue of the business activity of the Insured and

2. Damage to Property or Injury to persons not being Employees of the Insured but authorised to be on his Premises for the purpose of the services conducted by the Insured.

It is a condition precedent to the Company's liability that the Insured should comply with any Act or statute of the government or government recognized authority or authorized local authority which is applicable to the provisions of this endorsement.

Subject otherwise to the terms, conditions and exclusions of the Policy and endorsements if any

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		<p>thereon</p> <p>Note: All the above covers are offered under this product. However, the cover offerings may differ and shall be applicable as opted under the policy</p>	
8	Loss Participation	<p>Indemnity Limits</p> <p>Compulsory Excess Voluntary Excess</p> <p><< As mentioned in policy schedule >></p>	<p>6. INDEMNITY LIMITS</p> <p>Point no. b and c</p>
9	Exclusions	<p>This Policy does not cover liability:</p> <ol style="list-style-type: none"> 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 therefrom; (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: <ol style="list-style-type: none"> (a) ionising radiations or contamination by 	<p>7. Exclusions</p>

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		<p>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;</p> <p>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:</p> <p>(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;</p> <p>(b) claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;</p> <p>(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;</p> <p>(d) claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.</p> <p>10. transportation of materials and/or hazardous/dangerous substances outside Insured's premises unless specifically covered.</p> <p>11. the ownership, possession or use by or on behalf of the Insured of any aircraft, spacecraft, watercraft or hovercraft.</p> <p>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</p> <p>(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).</p> <p>(b) employees' and visitors' clothing and personal effects.</p> <p>(c) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.</p> <p>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</p>	
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		<p>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</p> <p>(a) injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury;</p> <p>(b) damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>17. liability more specifically insured elsewhere.</p> <p>18. any claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal.</p> <p>19. any claim made, threatened or intimated against the Insured prior to the Policy Period.</p> <p>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.</p> <p>21. liability in respect of loss or damage to property:</p> <p>(a) belonging to the Insured</p> <p>(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</p> <p>22. Liability in respect of injury or damage caused by or in conjunction with the bursting of any steam boiler or other pressure vessel</p>	
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Public Liability Insurance Policy(Non-Industrial) - Retail

		<p>designed to operate under steam belonging to or under the control of the Insured.</p> <p>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</p> <p>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.</p>	
10	Special Conditions and Warranties (if any)	As mentioned in the policy schedule	Not Applicable
11	Admissibility of Claim	<p>The claim would be admissible as per the coverages and the exclusions mentioned in the policy wordings</p> <p>Sample Claim Calculation -</p> <p>Sample Calculation The calculation / assessment for this insurance various upon the type of event insured and T& C of policies.</p>	<p>1. Operative Clause</p> <p>2. Indemnity</p> <p>7. Exclusions</p>
12	Policy Servicing - Claim Intimation and Processing	<ul style="list-style-type: none"> • Toll Free Numbers: 1800 200 4030 / 1800 22 4030 • Website - www.universalsompo.com • Email - contactus@universalsompo.com; contactclaims@universalsompo.com <p>• Claim Procedure In the event of any circumstances likely to give rise to a claim insured must follow the following. 1.Immediately lodge a written complaint/FIR with the police station (Indicative: depending on case merits) and parallely report the matter to USGICL customer care no. Toll Free Number: 1800-22-4030 / 1800-200-4030, alternatively you can notify your claim by sending mail to <contactclaims@universalsompo.com>. Followed by notification of a claim, insured is expected to follow the following procedures. 1. Insured should evaluate the loss situation and accordingly accumulate the facts with supporting</p>	12. Claims Procedure

Public Liability Insurance Policy(Non-Industrial) - Retail

		<p>documents in regards to the following in line to the nature of business;</p> <p>a) Injury, which means death, bodily injury, illness or disease of or to any person and</p> <p>b) Damage, which means loss of possession or control of or actual destruction (whether full or partial) to tangible property and</p> <p>c) Pecuniary loss</p> <p>The liability policy shall compensate claimant's costs, fees and expenses incurred with USGI's consent in defending any claim made against the insured. However, these are payable within the limit of liability, unless otherwise specified. Legal liability to be established.</p> <p>Basic documents to be submitted by insured for claim settlement (To be submitted by insured after reporting of loss)</p> <ul style="list-style-type: none"> • Detailed version about the incident / alleged misfeasance • Details of loss caused / injury / death / property damage including all available information on victims as well as estimated quantum of liability • Steps taken by the insured to mitigate the loss • Statements from Witnesses, sketch plans, photographs, visual records of evidence / circumstances, video etc. • Any other evidence in support of claim • Press Reports • FIR / Investigation Report of police • Survey / Investigation Report • All notices / summons from the court • Weather (meteorological) report • Pollution Control Board Report • Post Mortem Report / Medical Certificate • Consumer Action Group / Society / Group Representation / Report • Details of other insurance • Legal opinion on admission of liability / appeal • Details of claims, if any, preferred by the affected party / insured for the same loss from any other source • Payment proofs from insured subject to admission of liability 	
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Public Liability Insurance Policy(Non-Industrial) - Retail

		<p>➤ Turn Around Time (TAT) for claims settlement (excluding policies issued on the property/ building on reinstatement basis)</p> <p>a. The Surveyor shall be appointed within 24 hours from the intimation.</p> <p>b. The surveyor to share the Letter of requirement within 02 days from the date of his visit to the loss premises.</p> <p>c. The Surveyor shall share its reminders emails/letter after 05 days from the date of last mail in case the documents has not been submitted.</p> <p>d. The Insurance Company to obtain survey report within 15 days from the date of appointment.</p> <p>e. Post receipt of survey report insurance company to conclude the case within 07 days of receipt of survey report.</p> <ul style="list-style-type: none"> • Escalation Matrix <p>Level 1 - contactclaims@universalsompo.com Level 2 - grievance@universalsompo.com Level 3 - gro@universalsompo.com</p>	
13	Grievance Redressal and Policyholders Protection	<p>Grievances If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:</p> <p>➤ Step 1</p> <p>a. Contact Us 1-800-224030/1-800-2004030</p> <p>b. E-mail Address: Contactus@universalsompo.com</p> <p>c. Write to us Customer Service Universal Sampo General Insurance Company Limited Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708</p> <p>d. Senior Citizen Number: 1800 267 4030</p> <p>➤ Step 2 If the resolution you received, does not meet your expectations, you can directly write to our Grievance Id. After examining the matter, the final response would be conveyed within two weeks from the date of receipt of your complaint on this email</p>	Grievances

Public Liability Insurance Policy(Non-Industrial) - Retail

	<p>id. Email Us- grievance@universalsompo.com Drop in Your concern Grievance Cell: Universal Sampo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708</p> <p>Visit Branch Grievance Redressal Officer (GRO) Walk into any of our nearest branches and request to meet the GRO</p> <ul style="list-style-type: none"> • We will acknowledge receipt of your concern immediately • Within 2 weeks of receiving your grievance, we will respond to you with the best solution. • We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of our response <p>➤ Step 3: In case, You are not satisfied with the decision/resolution of the above office or have not received any response within 15 working days, You may write or email to: Chief Grievance Redressal Officer Universal Sampo General Insurance Company Limited Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708 Email : gro@universalsompo.com</p> <p>For updated details of grievance officer, kindly refer the link https://www.universalsompo.com/resource-grievance-redressal</p> <p>➤ Step 4.</p> <p>Bima Bharosa Portal link : https://bimabharosa.irdai.gov.in/</p> <p>Insurance Ombudsman You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at https://www.gicouncil.in/, the</p>	
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Public Liability Insurance Policy(Non-Industrial) - Retail

		<p>Consumer Education Website of the IRDAI at http://www.policyholder.gov.in, or from any of Our Offices.</p> <p>The updated contact details of the Insurance Ombudsman offices can be referred by clicking on the Insurance ombudsman official site: https://www.cioins.co.in/Ombudsman</p> <p>Note: Grievance may also be lodged at IRDAI https://bimabharosa.irdai.gov.in/</p> <p><u>Below are the contact details:</u></p>									
		<table border="1"> <thead> <tr> <th data-bbox="459 741 916 887">Office Details</th> <th data-bbox="916 741 1217 887">Jurisdiction of Office (Union Territory, District)</th> </tr> </thead> <tbody> <tr> <td data-bbox="459 887 916 1285"> AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in </td> <td data-bbox="916 887 1217 1285"> Gujarat, Dadra & Nagar Haveli, Daman and Diu. </td> </tr> <tr> <td data-bbox="459 1285 916 1834"> 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 </td> <td data-bbox="916 1285 1217 1834"> Karnataka </td> </tr> <tr> <td data-bbox="459 1834 916 2016"> BHOPAL Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, </td> <td data-bbox="916 1834 1217 2016"> Madhya Pradesh Chattisgarh. </td> </tr> </tbody> </table>	Office Details	Jurisdiction of Office (Union Territory, District)	AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, 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, 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road,	Madhya Pradesh Chattisgarh.	
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	<p>Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.c o.in</p>			
	<p>BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@c ioins.co.in</p>	Odisha		
	<p>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 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioi ns.co.in</p>	<p>Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.</p>		
	<p>CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins. co.in</p>	<p>Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).</p>		

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		<p>DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in</p>	<p>Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh</p>		
		<p>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</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>		
		<p>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 Email: bimalokpal.hyderabad@cioins.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>		
		<p>JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363/2740798</p>	<p>Rajasthan</p>		

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	<p>Email: bimalokpal.jaipur@cioins.co.in</p>			
	<p>ERNAKULAM Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry</p>		
	<p>KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>		
	<p>LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082/3500613 Email: bimalokpal.lucknow@cioins.co.in</p>	<p>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, Raebareli,</p>		

Public Liability Insurance Policy(Non-Industrial) - Retail

			<p>Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>		
		<p>MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>		
		<p>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</p>	<p>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,</p>		

Public Liability Insurance Policy(Non-Industrial) - Retail

			Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	
		PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 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.: 020-24471175 Email: bimalokpal.pune@cioins.co.in		Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.
14	Obligations of prospective Policyholder / Customer		1. The Insured shall give written notice to the Company as soon as reasonably practicable of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be	8. General Conditions

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		<p>forwarded to the Company immediately they are received by the Insured.</p> <ol style="list-style-type: none"> 2. 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. This policy does not cover any claim in respect of which You are entitled to indemnity under any other insurance. 3. The Insured shall give all such information and assistance as the Company may reasonably require. 4. The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this policy was effected, and the Company may amend the terms of this Policy according to the materiality of such change. 5. The Insured 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 the Company may require. The Company shall at all reasonable time have free access to inspect such records. <p>Disclosure of other material information during the policy period</p> <p>Material facts for the purpose of this policy shall be mean all relevant information sought by the company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk</p> <p>Non- disclosure of material information may affect the claim settlement</p> <p>Broadly any claim shall be denied subject to following parameters.</p> <ol style="list-style-type: none"> 1.Premium - Whether the premium has been paid on or before Risk Start Date 2.Period – Whether the insurance is in force as on date of loss. 3.Peril – Whether the cause of loss is covered. 4.Property- Whether the property said to be 	
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Public Liability Insurance Policy(Non-Industrial) - Retail

		affected is insured. 5.Place - Whether the location is covered under the policy, 6.Person - Whether the claimant has insurable interest Note - Any breach of policy conditions, and claim falling under exclusions shall be the ground for repudiations	
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Note: Kindly refer to the policy wordings for detailed terms and conditions

Declaration by the Policyholder.

I have read the above and confirm having noted the details.

Place:

Date: _____ (Signature of the Policyholder)

Note:

- i. **Website:** www.universalsompo.com
- ii. In case of any conflict, the terms and conditions mentioned in the policy document shall prevail.