

PUBLIC LIABILITY INSURANCE POLICY (NON-INDUSTRIAL)

ADD ON WORDINGS

1. CARE / CUSTODY / CONTROL EXTENSION CLAUSE

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:-

- (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

UIN: IRDAN134CP0219V01202122/A0331V01202122

2. FOOD AND BEVERAGE EXTENSION

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

Provided that:

1. For the purpose of this extension the word "injury" wherever used in this Extension shall be deemed to include illness.
2. The liability of the Company shall not in any case exceed the Limit of Indemnity specified in this Policy.
3. 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.

UIN: IRDAN134CP0219V01202122/A0332V01202122

3. 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).

UIN: IRDAN134CP0219V01202122/A0333V01202122

4. 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:

1. Swimming pool, hot tub, jacuzzi
2. Saunas or steam bath
3. Gym, fitness centres, health clubs and spas.

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.

This extension of coverage does not increase the Sum Insured provided in the Policy.

Specific Conditions – It will be a condition precedent to any liability under the Policy that:

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.

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

UIN: IRDAN134CP0219V01202122/A0334V01202122

5. AQUA SPORTS FACILITIES, SKYDIVING, SKIING AND HANG GLIDING

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.

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 the following:

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:
 - 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 subject, prior to the Insured's alleged liability.

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6. COVER FOR VALUABLE DOCUMENTS

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.

The liability of the Company shall not exceed in the aggregate during the Policy Period the Limit of Indemnity set forth in the Schedule.

UIN: IRDAN134CP0219V01202122/A0336V01202122

7. 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.

The Company shall not be liable for any motor vehicles, precious metals, precious stones or articles made therefrom or money.

UIN: IRDAN134CP0219V01202122/A0337V01202122

8. 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 thereon.

UIN: IRDAN134CP0219V01202122/A0338V01202122

9. SUDDEN AND ACCIDENTAL POLLUTION

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:

- 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.

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.

UIN: IRDAN134CP0219V01202122/A0339V01202122

10. AUTOMATIC ADDITION AND DELETION OF INSURED LOCATIONS

It is hereby declared and agreed that this Policy shall extend to cover automatic additions and deletion of insured locations.

UIN: IRDAN134CP0219V01202122/A0340V01202122

11. CAR PARK FACILITIES ENDORSEMENT

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.

Provided always that:-

- 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.

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.

UIN: IRDAN134CP0219V01202122/A0341V01202122

12. 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.

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.

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.

UIN: IRDAN134CP0219V01202122/A0342V01202122

13. 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 Insured's Employees and used in the course of the Insured's Business.

Provided always that the Company shall not be liable for:-

- (i) Bodily injury to any person being carried by a motor cycle otherwise than in a side-car attached to it.
- (ii) Loss of or damage to such vehicle.
- (iii) injury or damage arising while such vehicle is being:
 - (a) Driven by the Insured.
 - (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.
 - (c) Used elsewhere than in the Republic of India.

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.

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14. SOCIAL/RECREATIONAL ACTIVITIES

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.

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.

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.

In the event of a claim the Company will not raise the defence that such participants and employees are not third parties.

UIN: IRDAN134CP0219V01202122/A0344V01202122

15. 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.

UIN: IRDAN134CP0219V01202122/A0345V01202122

16. 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:-

1. accidental bodily injury to any person
2. accidental damage to property

Happening during the Period of Insurance and arising from the occupancy of Premises leased or rented by the Insured.

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.

The Company's Liability under this extension shall not exceed Limit of Indemnity.....

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17. 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.

The rights of subrogation against _____ is hereby waived.

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