

**Prospectus**  
**Public Liability Insurance (Industrial Risk) Policy**

**Introduction**

Public Liability Insurance (Industrial Risk) Policy offers cover for third party liabilities (Bodily Injury / Property Damage) arising out of manufacturing or occupation of industrial premises by the Insured and legal costs incurred in connection therewith. The Policy can be extended to cover legal expenses arising out of Pollution, Transportation of hazardous substances, Carriage of treated effluents, etc.

**Scope of Cover**

1. Legal liability of the Insured towards damages to the third party in respect of accidental death, bodily injury or loss of or damage to property.
2. Legal costs and expenses incurred by the Insured with prior consent.

**Salient Features**

- The standard Policy does not include cover for pollution risks unless it is specifically included.
- The Policy operates on a claims-made basis. The Insured should have a policy continuously in force at the time of occurrence of the event giving rise to a claim as well as at the time a claim is lodged with the insurance Company. The claim will be settled on the Policy which is in force on the date of a claim first made in writing.
- Period of insurance under the Policy refers to the continuous period commencing from the retroactive date and terminating on the expiry date as shown in the present Policy.
- Retroactive date means the date when the risk is first incepted under a claims-made basis Policy and renewed therefrom without any break in the period of cover.
- In the event of non-renewal or cancellation of the Policy, the Company will allow a time limit of upto 90 days from the date of expiry or cancellation, for notification of claims for accidents which

had taken place during the period of insurance but could not be communicated during the Policy period.

- Indemnity under the Policy is extended to cover:
  - 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 as the Insured's employees
  - the officers, committees and members of the Insured's canteen, social, sports, medical, fire-fighting and welfare organizations the personal representative of the estate of any person who would otherwise be indemnified by the Policy.

### **Extensions**

The Policy can be extended on payment of extra premium to include:

1. **Sudden and Accidental Pollution** : The extension covers liability for death or bodily injury or physical damage to or destruction of tangible property or loss of use of such property damaged or destroyed due to industrial seepage, pollution and contamination caused by a sudden, unintended and unexpected happening which takes place in its entirety at a specific time and a specific place.
2. **Liability arising out of transportation**: This extension covers legal liability of the Insured for death or bodily injury or loss of or damage to or loss of use of property arising out of accident directly caused by materials/dangerous or hazardous substances whilst being transported by rail/road/pipeline.
3. **Effluent Discharge (outside the premises)**: The extension covers liability for death or bodily injury or physical damage to or destruction of tangible property or loss of use of such property damaged or destroyed arising out of accidents directly caused by treated effluents whilst being carried by pipelines outside the premises insured to discharge points. The coverage will not include pollution risk unless specifically covered.

4. **Technical Collaborators inclusion:** This extension covers legal liability of the technical collaborators with respect to the collaboration agreement between the Insured and the Collaborator.
  
5. **Act of God:** Covers liability arising out of Act of God Perils.

### **Indemnity Limits for**

1. **Any One Accident (AOA):** This is the maximum amount payable under the Policy for each accident.
2. **Any One Year (AOY):** This is the maximum amount payable under the Policy for any one year and is expressed in ratios such as 1:1 or 1:2 or 1:3 or 1:4.in relation to AOA defined above.

### **Exclusions**

Some of the main exclusions under the standard Policy include:

1. Liability assumed by the Insured by any agreement and which would not have attached in the absence of such agreement.
2. Deliberate, wilful or intentional non-compliance of any statutory provision or disregard of the Insured's technical or administrative management
3. Loss of pure financial nature such as loss of goodwill, loss of market, etc.
4. All personal injuries such as libel, slander, false arrest, wrongful eviction etc.
5. Infringement of plans, copyright, patent, trade name, trademark, registered design
6. Fines, penalties, punitive or exemplary damages
7. Ownership, possession or use by or on behalf of the insured of any aircraft, watercraft or hovercraft
8. Injury to any person under a contract of employment or apprenticeship with the insured when such injury arises out of the execution of such contract
9. Injury or damage occurring prior to the Retroactive Date.
10. Liability directly or indirectly caused by any act of terrorism.

Note: The above details are some of the important terms, conditions and exclusions and the Proposer is requested to contact our office and refer to the policy document for knowing full policy terms, conditions and exclusions and complete details of cover and understand the same before concluding the contract of sale.

**Insurance is the subject matter of the solicitation.**