

PUBLIC LIABILITY POLICY - INDUSTRIAL RISKS

POLICY WORDINGS

1. OPERATIVE CLAUSE:

WHEREAS the Insured named in the Schedule hereto and carrying on the business described in the Schedule has applied to Generali Central Insurance Company 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.

NOW THIS POLICY WITNESSETH that subject to the terms exceptions and conditions contained herein of endorsed heroin the Company will indemnify the Insured in excess of the Deductible mentioned in the Schedule and subject to the Limit of Indemnity, 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 damages against third party civil claims including Claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law, arising out of Bodily injury or Property damage,

2. INDEMNITY:

The Indemnity only applies to claims arising out of accidents occurring in the Insured Premises during the period of insurance and notified during the Policy Period by the Insured 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 or in connection with:-

- (a). Pollution howsoever caused unless specifically covered
- (b). Any product
- (c). Any causes specifically excluded under the 'Exclusions'

For the purpose of determining the indemnity granted

- (a). 'Injury' means death, bodily injury, illness or disease of or to any person other than the Insured or his employees
- (b). 'Damage' means actual and/or physical damage to tangible property Other than those owned by the Insured or his employees or any property held under Insured's care and custody.
- (c). 'Pollution' means pollution or contamination of the atmosphere or of any water land or other tangible property;
- (d). '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.
- (e). '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.

- (f). 'Period of Insurance' means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.
- (g). 'Accident' means a fortuitous event of circumstance which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.
- (h). 'Insured Premises' shall mean the Premises mentioned in the Schedule and shall be deemed to include pipelines running outside the premises for discharge of treated effluents at a disposal at a disposal point situated within a distance one kilometer from the premises.
- (i). 'Deductible' means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every claim made under this Policy and which is also applicable against Defence Costs. The Company's liability to make any payment under this Policy is in excess of the Deductible.
- (j). 'Claim' means the receipt by the Insured of any written 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, summons served upon the Insured.
- (k). 'Damages' means monetary sums (including claimant's costs) payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the insured, but shall not include fines, punitive damages, exemplary damages, non-pecuniary relief, taxes or any other amount for which the Insured is not financially liable, or which is without legal recourse to the Insured or any matter that may be or be deemed to be uninsurable under the Indian Law.
- (l). 'Limit of Indemnity' means the amount stated in the Schedule, which shall be the Company's total liability under the Policy inclusive of Damages and or 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.
- (m). 'Schedule' means Schedule including any Annexure attached to and forming part of the Policy
- (n). Terrorist Act(s) means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist acts.

A terrorist act shall also include any act which is verified or recognized by any Government as an act of terrorism.

3. NOTIFICATION EXTENSION CLAUSE:

Should the Insured notify the Company during the Policy period in accordance with General Condition 9.1 of any specific event of circumstance which the Company accepts 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 the Company will deal with such claim or claims as if they had first been made against the Insured 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.

EXTENDED CLAIM REPORTING CLAUSE

In the event of non-renewal or cancellation of this Policy, either by the Company or by the Insured, the Company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the policy provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for accident which had taken place during the period of insurance but could not be made during the policy period, provided, however, all claims on the last day of the expiry Policy period and are subject to the limits of indemnity and the terms, conditions and exceptions of the policy.

4. INDEMNITY TO OTHERS:

The indemnity granted extends to;

- 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;
- the Officers, Committees and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacities as such;
- 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 of parties shall observe, fulfill and be subject to the terms, conditions and exclusions of the this Policy as though they were the Insured.

5. 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 Company's total liability not exceeding the limits of indemnity stated in the Schedule of the Policy.

6. DEFENCE COSTS :

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the insured, provided such claim or claims are the subject of indemnity by the policy, such costs, fees and expenses are called 'Defence Costs'

7. INDEMNITY LIMITS:

Company's total liability to pay compensation, Claimant's costs, fees and expenses and defence costs shall not exceed the Indemnity limit stated in the Schedule.

Indemnity limit applies to any one claim or series of claims arising from one originating cause. Indemnity limit shall represent the total amount of Company's Liability during the Policy period.

8. 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 arising from one specific cause which are made later than 3 years after the first claim of the series.

9. EXCLUSIONS:

This Policy does not cover liability

9.1 assumed by the Insured by agreement and which would not have attached in the absence of such agreement.

9.2 arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance unless the Policy is specifically extended to include Act of God perils.

9.3 arising out of deliberate, wilful or intentional noncompliance of any statutory provision

9.4 arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.

9.5 (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, registered design;

9.6 arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.

9.7 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, terrorism, revolution, insurrection or military or usurped power.

9.8 Directly or indirectly caused by or contributed to by

- i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

9.9 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;

- i) 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;
- ii) claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer.
- iii) 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;
- iv) Claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.

9.10 Transportation of material and/or hazardous/dangerous substances outside Insured's premises unless specifically covered.

9.11 The ownership possessing or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft.

9.12 Damage to property belonging to third parties that is rented, leased or hired or under hire-purchase or on loan to the Insured. An indemnity shall however be provided for Claims arising out of Accidental damage to premises or the contents thereof, that are temporarily occupied by the Insured for working thereon, but only to the extent the Insured is held legally liable for the same independently of any specific agreement relating to the use of the same.

9.13 Damage to property belonging to third parties handled by the Insured by way of his trade or worked upon by or in the care, custody or control of the Insured or any person employed by or working for the Insured. An indemnity shall however be provided for claims arising out of damage to employees' and visitors clothing or personal effects brought onto the Insured's Premises with the Insured's consent.

9.14 Injury and/or damage occurring prior to the Retroactive Date in the Schedule

Provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company cannot agree when the injury or damage occurred, then

1. Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury.
2. Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.

9.15 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.

9.16 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.

9.17 Any accident(s) in respect of which Relief would be under the Public Liability Insurance Act, 1991 or any other Statute that may come into force after the issue of this policy.

9.18 Liability more specifically insured elsewhere.

9.19 for any claim directly or indirectly arising out of, or, in any way involving any fact or circumstance 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 became 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.

9.20 Any claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal.

9.21 Policy does not provide coverage for liability arising out of Mould and fungus.

9.22 Liability arising out of, based upon or attributable to war, any act of war, civil war, invasion, insurrection, revolution, use of military power or usurpation of government of military power; or the intentional use of military force to intercept, prevent, or mitigate any known or suspected terrorist act; or any terrorist acts.

9.23 Cyber Risks Exclusions

9.24 Electronic Date Recognition / Y2K Exclusion

9.25 Extra Contractual Obligations

9.26 Pools, and pooling arrangements

9.27 Liability arising from automatic covers, binding authorities, line slips and delegated authorities

9.28 Marine including Ship Owners Liability

9.29 Waste facilities unless pollution is totally excluded.

9.30 Multi year business except for E & O, CGL & Public Liability in relation to projects.

9.31 Airlines, aircraft and airside operation of airports, including refueling, control tower liability and construction & repair work within the airport perimeter.

9.32 Aircraft and aviation manufacturers. This applies to the following critical components:

9.33 Aircraft fuselage, wings and all structural parts, landing gears, tires, engines and engines components, propellers, fuel systems, electronic and electrical equipment, aircraft instruments.

9.34 Claims for gradual losses arising out of the manufacture and/or handling and/or storage of asbestos or asbestos products.

9.35 Tobacco and it associated Health Risks excluding Cigarette Mfg (Product Liability)

9.36 Electric Utilities and Manufacturers of Mobile Phones if Electro Magnetic Fields (EMF) is not excluded.

9.37 Electric, Gas & Water Utilities where Brownout/Blackout failure to supply is not excluded.

9.38 Liability of Railways

9.39 Offshore related risks unless incidental whilst indemnification based on "Jones Act" remain excluded.

9.40 Manufacturers and/or production and/or storage of fire works, fuses, ammunition, cartridges and explosives.

10. GENERAL CONDITIONS:

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 of circumstances that may give rise to claim being made against the Insured) and which forms the subject of indemnity under the 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 forwarded to the Company immediately they are received by the insured.

1. 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.
2. The Company will have the right, but in no case obligation, to take over and conduct in the name of the insured the defence of any claim and will have full discretion in the conduct of any claim may relinquish the same, All amounts expended by the Company in the defence settlement or payment of any claim will reduce the limits of indemnity specified in the Schedule of the policy.
3. In the event the Company, in its sole discretion, choose to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, the Company's liability or obligations under this policy beyond what the Company's liability or obligations would have been had it not exercised its rights under this condition.
4. The Insured shall give all such information and assistance as the Company may reasonable require.
5. 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 effective, and the Company may amend the terms of this Policy according to the materiality of such change.
6. The Company may at any time pay to the Insured 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 the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.

7. The Policy and the 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 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.
8. 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.
9. 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 the Insured or by any other person covering the same liability, then the Company shall not be liability to pay or contribute more than its ratable 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, 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.

10. Cancellation

Cancellation of policy by the Insurer:

The Company may at any time cancel the Policy and wherever applicable, the certificate of insurance, on the ground of established fraud and no refund of premium will be made. In case of each such cancellation, the Company shall serve a written notice to the Insured and, wherever applicable, to the Beneficiary, of at least seven (7) calendar days.

Cancellation of policy by the Insured:

The Insured can cancel the insurance cover at any time during the Policy Period by serving a written notice to the Company, with or without citing the cause/reason.

Refund of premium will apply in the following manner:

1. If the Policy Period is upto one (1) year and no claim has been made till the date of cancellation request, Proportionate premium will be refunded for the unexpired period.
2. If the Policy Period is more than one (1) year and no claim has been made till the date of cancellation request, Proportionate premium will be refunded for the unexpired period.
11. 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.
12. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured 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.

13. The Company 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 Insured or by any person on behalf of the Insured and/or if the insurance has been continued in consequences of any material mis-statement or the nondisclosure of any material information by or on behalf of the Insured. In any such event the Policy shall be come void and the Company shall not be liable to refund any premium under the policy.

14. No claim shall be payable under this policy unless the cause of action arises in India and the liability to pay claim is established against the insured in an Indian court. It is further agreed and understood that only Indian Law shall be applicable to any such action.

11. POLICY DISPUTES CLAUSE:

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 agree to submit to the jurisdiction of any Court of competent jurisdiction within India and to comply with all requirements necessary to give such Court of Jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

12. DUE OBSERVANCE:

The due observance and fulfillment of the terms, provisions and conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be condition precedent to any liability of the Company.

13. NOTIFICATIONS AND DECLARATIONS:

Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be delivered to the address specified in the Schedule. All notices and declarations for the attention of the Insured shall be posted and addressed to the Insured's address stated in the Schedule.

14. ARBITRATION:

Please note for Individual Insured this clause is not applicable

For policyholders, who are other than individuals, the following provision shall be applicable;

“The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.



Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.”

Redressal of Grievance

In case of any grievance the insured person may contact the company through

Website: <https://generalicentralinsurance.com> Toll Free: 1800-220-233 / 1860-500-3333 / 022-67837800

Email: GCicare@generalicentral.com

Courier: Grievance Redressal Cell, **Generali Central Insurance Company Limited**

Unit No. 301, 3rd Floor Part, Building No. 8, Mindspace IT/ITES SEZ, MIDC Industrial Area, Airavali, Navi Mumbai, Thane District – 400 708.

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at GCIGRO@generalicentral.com or call at: 7900197777

For updated details of grievance officer, kindly refer the link generalicentralinsurance.com/customer-service/grievance-redressal

If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Kindly refer the annexure on Grievance Redressal Procedures.

Grievance may also be lodged at IRDAI Bima Bharosa (an Integrated Grievance Management System) - <https://bimabharosa.irdai.gov.in/>

STATUTORY NOTICE: “INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION”

Generali Central Insurance Company Limited (Formerly known as Future Generali India Insurance Company Limited) | Registered Office: Unit No. 801 & 802, 8th Floor, Tower C, Embassy 247 Park, LBS Marg, Vikhroli (West), Mumbai – 400083 | **IRDAI Regn. No.:** 132 | **CIN:** U66030MH2006PLC165287 | **Website:** <https://generalicentralinsurance.com> | **Email ID:** gcare@generalicentral.com | **Toll-free Phone:** 1800 220 233 / 1860 500 3333/ 022 6783 7800

Dear Customer,

At Generali Central Insurance, we continuously strive for service excellence to give you exceptional customer experience. This helps us build trust and long-term relationship with you.

We request you to read the policy document including the terms and conditions carefully. This will help you understand your plan and drive maximum benefits. We want to ensure the plan is working for you and welcome your feedback.

What is a grievance?

"Complaint" or "Grievance" means written expression (includes communication in the form of electronic mail or voice based electronic scripts), of dissatisfaction by a complainant with respect to solicitation or sale or purchase of an insurance policy or related services by insurer and /or by distribution channel.

"Complainant" means a policyholder or prospect or any beneficiary of an insurance policy who has led a complaint or grievance against an insurer or a distribution channel.

We are always here for your help. You may use any of the following channels to reach us-

Helpline	Website	Email	Branch GRO	Complaint Form
<p>Call us on 1800 220 233/ 1860 500 3333/ 022-67837800</p> <p>Senior citizens can avail priority support by choosing the senior citizen option from the helpline menu.</p>	<p>Click here to know more</p>	<p>Write to us at GCIcare@generalicentral.com Senior citizens can avail priority support by writing to care.assure@generalicentral.com</p>	<p>Click here to know your nearest branch.</p>	<p>Click here to raise complaint.</p>

By when will my grievance be resolved?

- ▶ You will receive grievance acknowledgement from us immediately for your complaint.
- ▶ Final resolution will be shared with you within 2 weeks of receiving your complaint.
- ▶ Your complaint will be considered as closed if we do not receive any reply from you within 8 weeks from the date of receipt of response.

How do I escalate my complaint if I don't receive a response on time?

- ▶ You may write to our Grievance Redressal Officer at **GCIgRO@generalicentral.com**
- ▶ You may send a physical letter to our Grievance Redressal Cell, Head Office at the below address:

GENERALI CENTRAL INSURANCE COMPANY LIMITED (Formerly known as Future Generali India Insurance Company Limited)

Unit No. 301, 3rd Floor Part, Building No. 8, Mindspace IT/ITES SEZ, MIDC Industrial Area, Airavali, Navi Mumbai, Thane District – 400 708.

What if I am not able to register my grievance?

You can comfortably raise a grievance via any of the above-mentioned avenues. If you face any challenge, you may write to the provided email IDs for help.

If you still face any challenge, you may use any of the below options to raise a complaint with the Insurance Regulatory and Development Authority of India (IRDAI).

- ▶ Call on toll-free number: **155255**
- ▶ **Click here** to register complaint online

Is there any special provision for senior citizen to raise grievance?

We understand our customers and their needs. Thus, have a separate channel to address the grievances of senior citizens. The concerns will be addressed to the senior citizen's channel (**care.assure@generalicentral.com**) as complaints for faster attention or speedy disposal of grievance, if any.

Insurance Ombudsman:

If you are still dissatisfied with the grievance redressal, you may approach the Office of the Insurance Ombudsman located in your vicinity, provided the same is under their purview. The guidelines for taking up a complaint with the Insurance Ombudsman, are available on the website a (**<https://www.cioins.co.in/About>**) of the Insurance Ombudsman. **Click here** to access the list of insurance Ombudsman office.

You can also lodge an online complaint through the website of the Council for Insurance Ombudsmen (CIO): **<https://www.cioins.co.in/>**