

**PUBLIC LIABILITY POLICY
(FOR NON INDUSTRIAL RISKS)**

UIN No: IRDAN545RP0014V01202122

OPERATIVE CLAUSE:

WHEREAS the insured named in the schedule herein and carrying on the business described in the said schedule has applied to UNITED INDIA INSURANCE COMPANY LIMITED (hereafter 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 or endorsed heron the Company will indemnify the Insured against their legal liability to pay compensation including claimant's costs, fees and expenses anywhere in India in accordance with Indian Law.

INDEMNITY:

The Indemnity applies only to claims arising out of accident during the period of Insurance first made in writing against the Insured during the policy period and Insured in 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.

1. (a) Pollution howsoever caused unless specifically covered.

(b) Any product.

For the purpose of determine the indemnity granted.

2. (a) "Injury" means death, bodily injury, illness or disease of or to any person.

(b) "Damage" means actual and/or physical damage to tangible property.

(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 this 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 the inception date 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 or circumstances which are a sudden, unexpected and unintentional including resultant continues, interlining or repeated exposure arising out of the same fortuitous event or circumstance.

(a) NOTIFICATION EXTENSION CLAUSE:

Should the insured notify the Company during the policy period in accordance with General condition 9.1 of any specific event or circumstance which the company accepts may give rise to a claim or claims which form the subject of indemnity by this policy, than the acceptance of such notification means that the company will deal with such claim as if they had first been made against the Policy period. The extension under this Clause will be the maximum time limit laid down under the Indian limitation Act in force from time to time.

(b) EXTENDED CLAIM REPORTING CLAUSE:

The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Company's short period rates provided no claim has occurred upto the date of cancellation.

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 organizations 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.

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. Provided always that all such persons of parties shall observe, fulfill and be subject to the terms, conditions and exclusions of this policy as though they were the Insured.

6. DEFENCE COSTS:

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defense or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceeding in respect of matter 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 "Defense Costs".

7. INDEMNITY LIMITS:

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

CLAIMS SERIES CLAUSE:

For the purpose of this policy where a series of and/or several bodily injuries and/or property damages are attributable direct or indirectly to the same cause 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.

COMPULSORY EXCESS/DEDUCTIBLE:

The Insured shall bear a Compulsory Excess/Deductible of 1/4% of the limit of indemnity per any one accident subject to a minimum of Rs. 1,000/ (Rupees One Thousand Only) and a maximum of Rs. 1,00,000/- (Rupees One Lakh Only). This compulsory Excess/Deductible shall be applicable to both (a) Death bodily injuries (b) Property damage, inclusive of defense costs arising out of any one accident. The Company's liability shall attach for the claim in Excess/Deductible of such compulsory Excess/Deductible (and Voluntary Excess/Deductible, if any, opted by the insured).

VOLUNTARY EXCESS/DEDUCTIBLE:

In the event of the Insured opting, then policy shall be subject to a voluntary excess/deductible as mentioned in the schedule. This voluntary excess /deductible shall be applicable to(a) death/bodily injury claims and (b) property damage claims inclusive of defense costs arising out of any one accident. The company's liability shall attach for the claims in excess/deductible of such compulsory and voluntary excess/deductible

8. EXCLUSIONS/EXCEPTIONS:

This Policy does not cover liability:-

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

- 8.2 Arising out of deliberate, willful or intentional non-compliance of any statutory provision.
- 8.3 arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.
- 8.4 (a) Arising out of all personal injuries, such as libel slander, false arrest, wrongful eviction, wrongful detention, defamation, etc., and mental injury, anguish, or shock resulting there from.
(b) Infringement of plans, copyright, patent, trade name, trademark, registered design.
- 8.5 Arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
- 8.6 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 of usurped power:
- 8.7 directly or indirectly caused by or contributed by:
 - (a) Ionizing radiations or contamination by radioactivity from any nuclear fuel or for much 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

- 8.8 the ownership, possession of, use by or on behalf of the insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following:
 - (a) Claims caused by the use or any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer.
 - (b) Claims arising beyond the limits of any carrier way or through fate caused by the loading or unloading of any motor vehicle/trailer.
 - (c) Claims for damage to any bridge, weight bridge, road or anything beneath caused by the weight of any motor vehicle or trailer of the load carried therein;
 - (d) Claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
- 8.9 Transportation of materials and/or hazardous/dangerous substances outside Insured's premises unless specifically covered.

- 8.10 The ownership possession or use by or on behalf of the insured of any aircraft, watercraft or hovercraft.
- 8.11 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.
- (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 there on (but no indemnity is granted for damage to that part of the property on which the insured is working and which arises out of such work).
 - (b) Employees' and visitor's clothing and personal effects.
 - (c) Premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.
- 8.12 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.
- (a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such Injury;
 - (b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.
- 8.13 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.
- 8.14 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. CONDITIONS:

- 9.1 The Insured shall give written notice to the Company as soon as reasonably practicable of any claims made against the Insured (or any specific event of circumstances 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, write, summons, or process and all document relating to the event shall be forwarded to the company immediately they are received by the Insured.
- 9.2 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.
- 9.3 The Company will have the right but in, no case the obligation, to take over and conduct in the name of Insured the defense of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defense of any claim may relinquish the same. All amounts expended by the Company in the defense settlement of payment of any claim will reduce the limits of indemnity specified in the schedule of the policy.
- In the event of the company, in its sole discretion chooses 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 obligation under this policy beyond what the company's liability or obligation would have been had it not exercised its rights under this condition.
- 9.4 The Insured shall give all such information and assistance as the company may reasonably require.
- 9.5 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 effected and Company may amend the terms of this policy according to the materiality of such change.

- 9.6 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.
- 9.7 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 and exclusions of this policy (and any phrase or word contained therein) shall be interpreted in accordance with the Indian Law.
- 9.8 The insured shall keep accurate record of annual turnover, which term shall include all livable duties and at the time of renewal of Insurance declare such detail as the Company may require. The Company shall at all reasonable times have full access to inspect such record
- 9.9 If at the time of happening of any event resulting into a liability under this policy, there by any other public liability Insurance or Insurance effected by the Insured or by any other person covering the same, liability, then the company shall not be liable to pay or contribute more than its ratable proportion of such liability.
- 9.10 This policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would, but for the existence of this policy, be Insured by, any other policy (but not public Liability policy) or policies, except in respect of any excess/deductible beyond the amount which could have been payable under such policy/policies, had this Insurance not been effected.
- 9.11 The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Company's short period rates provided no claim has occurred upto the date of cancellation.
- 9.12 In the event of Liability arising under the policy or the payment of a claim under this policy, the limited indemnity per any one year under the policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances it shall be permissible to reinstate the aggregate limit of indemnity to the original level even on payment of extra premium.
- 9.13 It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder & such claim shall not within the 12 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of law then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 9.14 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 consequence of any material information by or on behalf of the Insured, and/or if the insurance has been continued in consequence of any material mis-statement or the non disclosure of any material information by or on behalf of the Insured.
- 9.15 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.

9.16 POLICY DISPUTE 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 at Indian Law. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within India and to 10 comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

Communicable Disease Exclusion Clause:

1. Notwithstanding any provision, clause or term of this insurance contract to the contrary, this insurance Contract excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):
 - 1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto, and
 - 1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.
2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:
 - 2.1 the disease includes, but is not limited an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and
 - 2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and
 - 2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and
 - 2.4 the disease, substance or agent is such:
 - 2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or
 - 2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property. For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.
3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased

cost of working and/or extra expense arising out of or attributable to:

3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or

3.2 change in consumer behaviour, or

3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this insurance Contract. .

4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this [insurance Contract] that is affected by such Communicable Disease.

5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this insurance Contract (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this insurance Contract] by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) any change in the law, clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this insurance Contract that would otherwise be excluded through the exclusion set forth in this [Endorsement][Clause].

6. If the insurer alleges that by reason of this [Endorsement][Clause] any amount is not covered by this insurance Contract the burden of proving the contrary shall rest in the insured.

Pandemic /Epidemic Specific Exclusion Clause:

Notwithstanding any provision, clause or term of this Contract, this insurance Contract excludes any first party and/or third party actual or alleged loss, injury, sickness, disease, death, medical payment, defence cost, cost, damage, liability, claim, fines, penalty, compensation, expenses or any amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, arising out of (this includes all other terms commonly used and/or understood to reflect or describe, direct or indirect nexus and/or connection between one thing and another), intentional or unintentional violation of

a. The provisions of Disaster Management Act, 2005 as amended from time to time

b. The provisions of The Epidemic Diseases Act 1897 as amended from time to time

c. The provisions of any act dealing with public health and/or public safety

d. The rules, regulations, orders, guidelines, policies, notification etc issued from time to time under any of the above acts.

'Policy form - Claims made with right to defend.'