PROSPECTUS FOR PUBLIC LIABILITY
(INDUSTRIAL RISKS)

Scope of Cover

The Insurance Policy broadly covers legal liability of the Insured towards damages to the Third Party in respect of accidental death or bodily injury or disease and loss or damage to property. It also covers legal costs and expenses incurred with prior consent of the Insurer and within the limit of the indemnity.

Exclusions And Limitations

The Company shall not have any liability :

i. in respect of any pollution howsoever caused unless specifically covered;

ii. in respect of any product or any liability arising out of the usage of the product;

iii. assumed by the Insured by agreement or contract and which would not have attached in the absence of such agreement or contract;

iv. arising out of Acts of God, earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or any other acts or convulsions of nature and atmospheric disturbances, unless specifically covered;

v. arising out of deliberate, wilful or intentional non-compliance of any statutory requirements; vi. arising out of loss, which is of pure financial nature such as loss of goodwill, loss of market share etc.;

vii. arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation and mental injury, anguish, or shock resulting therefrom;

viii. arising out of infringement of any intellectual property rights including copy-right, patent, trade mark, registered design or any trade secrets;

ix. arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages or arising out of any criminal liabilities;

x. 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;

xi. directly or indirectly caused by or contributed to by:

   a. ionising radiations or contamination by 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;

xii. for any motor vehicles or trailer for which compulsory insurance is required by legislation, due to the ownership, possession or use by or on behalf of the Insured other than the following:

a. for 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;

b. for claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;

c. for 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;

d. for claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking;

xiii. for or in respect of transportation of materials and/or hazardous/ dangerous substances outside Insured's premises unless specifically covered;

xiv. for or in respect of any aircraft, water-borne vessels or hovercraft owned; possessed or used by or on behalf of the Insured;

xv. for 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 following:

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)

b. employees' and visitors' clothing and personal

c. premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement

xvi. for injury and/or damage occurring prior to the retroactive date as mentioned in the Part I of 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 can not 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.

xvii. caused by the deliberate, conscious or intentional disregard of the Insured's technical or administrative management's rules, policies, express or implied, of the need to take all reasonable steps to prevent any circumstances from arising, which may give rise to a claim;

xviii. for, or in respect of, injury to any person under the contract of employment or apprenticeship with the Insured, their contractor(s) and/or sub-contractor(s), when such Injury arises out of the execution of such contract;

xix. for Industrial seepage, pollution and contamination, carriage of effluents outside the premises, liability arising out of transportation of materials/dangerous or hazardous substances, unless specifically covered;

xx. for or in respect of any liability which is the subject matter of specific insurance elsewhere; and / or, xxi. for any claims arising outside the territorial limits of India.

Conditions To Be Fulfilled By The Policy Holder

I. Policy Related Terms & Conditions.

i. Should the Insured notify the Company during the Policy period in accordance with Clause (iv) hereinunder 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, 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, provided such claim / claims have been actually made within a period of 3 years commencing from the date of acceptance of such notification.

ii. 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 accidents which had taken place during the period of insurance but claims thereof could not be made during the policy period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring Policy period and are subject to the limits of indemnity and the terms, conditions and exceptions of the policy.

iii. 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.

iv. 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 forwarded to the Company immediately after they are received by the Insured.

v. 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.

vi. The Company will have the right, but in no case the 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 proceedings and in the settlement of any claim and having taken over the defence 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 Part I of the Schedule.
In the event the Company, in its sole discretion, chooses to exercise its right pursuant of this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, what the Company's liability or obligations would have been had it not exercised its rights under this condition.

vii. The Company may at any time pay to the Insured in connection with any claim or series of claims under this policy, to 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 and/or settlement being made, the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.

viii. 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 times have free access to inspect such records.

ix. 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 paid or to be paid in respect of such claim. Under no circumstances, it shall be permissible to reinstate the limit of indemnity to the original level, even on payment of extra premium.

II. Standard terms and conditions applicable are as under:

1. Incontestability and Duty of Disclosure
2. Reasonable Care
3. Observance of terms and conditions
4. Material change
5. Records to be maintained
6. No constructive Notice
7. Notice of charge etc.
8. Special Provisions
9. Overriding effect of Part II of the Schedule
10. Electronic Transactions
11. Duties of the Insured on occurrence of loss
12. Rights of the Company on happening of loss or damage
13. Right to inspect
14. Position after a claim
15. Subrogation
16. Contribution
17. Fraudulent claims
18. Cancellation/termination
19. Cause of Action/ Currency for payments
20. Policy Disputes
21. Arbitration clause
22. Renewal notice
23. Notices
24. Customer Service
25. Grievances

Basis of assessment of the Claim

The basis of assessment of claims shall be the legal liability, as admitted by the Insured with the prior written consent of the Company or in terms of an order of court of the competent jurisdiction, which shall accrue or arise on the Insured on the happening of the events specified in the scope of cover, subject to compliance with the Policy Related Terms & Conditions under Part II .of the Schedule.

Subject to applicable law, rule, regulation or notification in this behalf, the Company hereby reserves the right as provided hereafter:

No claim in respect of loss equal to or exceeding twenty thousand rupees in value on the policy shall be admitted for payment or settled by the Company unless the Company has been given a report on the occurrence of the loss and extent of the loss, from a person who holds a license to act as a Surveyor or loss assessor, under the Insurance Act, 1938, and appointed by the Company for the purpose.

Provided that nothing hereinabove shall be deemed to take away or abridge the right of the Company to waive such survey or to pay or to settle any claim at any amount different from the amount assessed by the Surveyor or loss assessor.

Indemnity to Others

The indemnity granted extends to the Legal liability accruing to the:

i. 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;
ii. The officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacities as such;
iii. 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 or parties shall observe, fulfill and be subject to the terms, conditions and exclusions of this policy as though they were the Insured.

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 Part I of the Schedule.

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 cost, fees and expenses are called 'Defence Costs'. **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 Part I of 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 Any One Year shall represent the total amount of Company's liability during the Policy period.

Compulsory Excess

The Insured shall bear (as Compulsory Excess) the amount or percentage of the limit of indemnity per any one accident so stipulated in Part I of the Schedule attached to the policy. This Compulsory Excess shall be applicable to both (a) death/bodily injury claims and (b) property damage claims, inclusive of Defence Costs arising out of any one accident. The Company's liability shall attach for the claim in excess of such Compulsory Excess (and voluntary excess, if any, opted by the Insured).

Voluntary Excess

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

Method of Payment of the Claim

Claim shall be paid by way of cheque or electronic fund transfer

Premium

The rate of Premium shall depend on risk group, limits of indemnity selected, ratio of limits, number of locations and annual turnover. situation of risk, nature of stocks, security measures and past claims experience.

Main Extensions

1. Industrial Seepage, Pollution and Contamination Extension
2. Carriage of Effluents (Outside the Premises) Extension
3. Transportation Extension
4. Technical Collaborators Extension
5. Act Of God Perils Extension

Cancellation

The Insured can cancel the policy at any time during the term, by informing the company.

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the policyholder. The Company shall –

i) refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.

ii) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

Grievance Redressal

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section “Grievance Redressal” on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDAI Grievance Call Centre (IGCC) at their toll free no. 1800 4254 732 / 155255. You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: www.irdai.gov.in, or on the Company’s website at www.icicilombard.com.

STATUTORY WARNING PROHIBITION OF REBATES
(Under Section 41 of Insurance Act, 1938) (Amendment Act 2015)

1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

   Provided that acceptance by an insurance agent of commission in connection with a policy of any class of insurance business taken out by himself in relation to risks associated with his own life, health or property shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.

2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.