



Bajaj Allianz Composite Public and Products Liability Insurance Policy

Conditions

Whereas the Insured named in the Schedule hereto has made a proposal to Bajaj Allianz Insurance Company Ltd (hereinafter referred to as "the Company") which is hereby agreed to be the basis of this policy and has paid the premium specified in the Schedule, the Company agrees, subject to the following terms, exclusions, definitions, limitations, and conditions, to indemnify the Insured in terms of this Policy.

1 Indemnity

1.1. The Company will indemnify the Insured if, in connection with claims arising out of bodily injury or property damage in connection with the activity or business specified in the schedule, the Insured is held legally liable to pay compensation to third persons in accordance with the Indian law and otherwise than in respect of the Public Liability Insurance Act, 1991, or any other no fault liability base.

1.2. The indemnity shall only apply to those claims that arise out of accidents occurring within the covered territory named in the Schedule of this policy during the period of insurance and which have been put on the Insured within the policy period.

If, in case of continual and continuous inhalation, ingestion or application of any substance as a consequence of an insured event, Insured and the Company should disagree to when the injury or the damage happened,

- a) an injury shall be deemed to have occurred when the claimant first consulted qualified medical healthcare in respect of such injury
- b) a damage shall be deemed to have occurred when it first became physically evident to the claimant, even if the cause itself was unknown.

2 Definitions

For the purpose of this insurance contract, terms used herein have the following meaning:

2.1. "Bodily Injury" means death, injury of the body, illness or disease of or to a third person.

2.2. "Property damage" means actual and/or physical damage to tangible material property of third person.

2.3. "Insured's Product" means any material property which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured or under his name and which has left his custody or control.

2.4. "Policy Period" is the period between the effective date and the expiry date shown in the policy schedule. Unless otherwise specified, effective time will be understood as midnight.

2.5. "Period of Insurance" means the period between the retroactive date and the expiry date shown in the policy schedule.

2.6. "Accident" means a fortuitous event or circumstance, which is sudden, unexpected and unintentional, and includes continuous, intermittent or repeated exposure resulting therefrom.

3 Insured Persons

3.1. The insurance cover extends to the legal liability of

3.1.1. the Insured himself, members of his board or his legal representatives arising out of their business performance

3.1.2. the Insured's employees in their business capacity arising out of their continuous or temporary business performance

3.1.3. the officers, committees and members of the Insured's social institutions (i.e. canteen, welfare, sport or medical facilities, fire fighting brigade) in their respective capacities;

3.1.4. other persons temporary active on behalf of the Insured in their respective capacity arising out of this activity.

3.2. Provided that for the insurance thus extended, for liability claims against persons other than the Insured all conditions set forth in the policy concerning the Insured also shall apply accordingly to these persons. The Insured is exclusively entitled to exercise the rights derived from the insurance policy; in addition to the Insured persons, the Insured remains responsible for the fulfilment of the obligations.

3.3. The claims of the Insured himself or of the persons mentioned in Par.3.1 ff against the Insured as well as claims of the insured persons among each other are excluded from the insurance.

3.4. The insurance claims arising from the insurance cannot be transferred without the explicit approval of the Company before they are finally established.

4 Extent of the coverage

4.1. The Company will reimburse to the Insured the amount he is liable to pay to the injured person or party in an insured event described in Par.1 to the amount of which is determined by the Company on the basis of an admission of the claim, a compromise or a legally valid court decision, and subject to the terms and conditions of this policy.

4.2. 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 already raised or expected to be raised against the Insured, provided such claim is subject to the coverage of this policy.

- 4.3. Limits of indemnity
- 4.3.1. The sums insured stated in the schedule are the limit of the indemnity payable by the Company for any one event as defined in Par.1. This limit also applies in case more than one claimant has to be indemnified.
- 4.3.2. It may be furthermore agreed that the Company is entitled to limit the total indemnities payable for all accidents covered under this policy as specified in the Schedule of this policy.
- 4.3.3. Claims Series Clause
For purposes of determining the limit of the Company's liability in respect of insured events all claims arising out of losses caused by continuous or repeated exposure to substantially the same harmful conditions shall be deemed as **one** claim and as having been claimed at the time when the first claim was made in writing. The coverage for such claims arising from the same condition shall expire after 3 years after the first claim of such series has been made to the Company.
- 4.4. Deductibles:
- 4.4.1. In the case of an insured event the Insured shall bear a compulsory excess of the amount or percentage stipulated in the schedule hereto.
- 4.4.2. In addition to the compulsory excess as described above, both Insured and Company are free to agree on an additional voluntary excess in connection with an insured event of the amount or percentage stipulated in the policy hereto.
- 4.4.3. Compulsory and voluntary excess shall be applicable to both death or bodily injury and property damage, including the respective defence costs as specified in Par. 5.2. The Insured's liability shall attach for the claim in excess of the addition of both deductibles.
- 5 Exclusions**
- 5.1. Unless the policy or its endorsements explicitly stipulate to the contrary, the insurance cover does not extend to claims:
- 5.1.1. insofar as they exceed the scope of the legal liability of the Insured by virtue of a contract or a special agreement, but which would not have attached in the absence of such agreement.
- 5.1.2. arising from the damage caused wilfully or deliberate or by intentional non-compliance with any statutory provision.
- 5.1.3. arising out of any professional liability
- 5.1.4. arising out of injury to or illness or disease of any person under a contract of employment or apprenticeship with the Insured, the Insured's contractor or sub-contractor, if such injury or illness was arising out of and in the course of his employment;
- 5.1.5. arising out of any loss of financial nature not resulting from death or bodily injury or from property damage.
- 5.1.6. arising out of an infringement of plans, copy-rights, patents, trade names, trademarks or registered designs.
- 5.1.7. arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting therefrom.
- 5.1.8. arising directly or indirectly out of an actual, alleged or threatening discharge, dispersal or other release (e.g. spilling, leaking, emitting or pouring) of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere, or any water course or body of water. The same applies for any loss, cost or expense arising out of any directive or request, whether governmental otherwise, to the Insured to evaluate, test for, monitor, clean up, remove, control, contain, treat, detoxify or neutralise the above mentioned.
- 5.1.9. directly or indirectly caused by or contributed to
- a) ionising radiation 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;
- c) asbestosis or any related disease (including cancer) resulting from the existence production handling processing manufacture sale distribution storage deposit or use of asbestos, asbestos products and/or products containing asbestos;
- 5.1.10. arising out of products which have left the custody and control of the Insured prior to the retroactive date specified in the schedule of this policy;
- 5.1.11. resulting out of damage to the Insured's products arising out of it or out of any part of it which is or is alleged to be defective or to fail to fulfil the purpose it was intended for;
- 5.1.12. arising out of any product guarantee;
- 5.1.13. arising out the recall of any product or a part thereof;
- 5.1.14. arising out of any product which, by the Insured's knowledge, is intended for incorporation into the structure, machinery or control of any air- or spacecraft.
- 5.2. Furthermore the Company shall not be held liable for any liability claim arising out of
- 5.2.1. 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.

Insurance coverage shall however be provided for claims arising out of damage caused by the loading or unloading of any motor vehicle or trailer beyond the limits of any carriageway or thoroughfare.

- 5.2.2. ownership, possession or use of by or on behalf of the Insured of any watercraft, hovercraft, or air- or spacecraft.
- 5.2.3. transportation of materials and/or hazardous or dangerous substances outside the Insured's premises unless specifically covered.
- 5.2.4. damage to property belonging to third parties, rented, leased or hired or under hire-purchase or on loan to the Insured.

Insurance coverage shall however be provided for claims arising out of damage to premises or contents thereof, that are temporary occupied by the Insured for working thereon or that are tenanted by the Insured, to the extent the Insured is held legally liable in the absence of any specific agreement.

- 5.2.5. 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.

Insurance coverage shall however be provided for claims arising out of damage to employees' and visitors' clothing or personal effects brought onto the Insured's premise in a routine manner.

- 5.2.6. the delayed or not effective performance or fulfilment and the compensation substituting the fulfilment of contracts are concerned.
- 5.2.7. deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
- 5.2.8. injury and/or damage occurring prior to the retroactive date specified in the schedule.

6 Duties and Obligations after Occurrence of an Accident

- 6.1. Any occurrence, which might give rise to a claim under this policy, shall be reported in writing to the Company as soon as reasonably practicable. The Insured shall at all times
 - a) give to the Company or their duly appointed representatives such information, assistance and signed statements as the Company may require.
 - b) give to the Company immediate notice of any impending prosecution, inquest, writ, summons, fatal injury or civil proceedings in connection with the occurrence and shall send to the Company immediately every relevant document.
- 6.2. The Insured shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or

incur any costs or expenses in connection therewith, without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence and/or settlement of any such claim, for which purpose the Insured shall give all the information and assistance that the Company may reasonably require.

The Company will not settle any claim without the consent of the Insured. If, however, the Insured refuses to consent to any settlement recommended by the Company and elects to contest or continue any legal proceedings then the liability of the Company shall not exceed the amount for which the claim could have been so settled plus the costs and expenses incurred with their consent up to the date of such refusal.

- 6.3. The Company will have the right, but in no case the obligation, to take over and conduct the defence of any claim on behalf of the Insured. The Company also will have full discretion in the conduct of any proceedings, in the settlement of any claim, and, having taken over the defence of a claim, the Company may relinquish the same.
- 6.4. The Company may pay to the Insured the maximum sum payable under this policy in respect of any occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the Company shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
- 6.5. If, at the time of any occurrence or claim, there is, or but for the existence of this policy, would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence or claim, the Company shall not be liable under this policy to indemnify the Insured in respect of such occurrence or claim except as far as this concerns any excess beyond the amount which would be payable under such other indemnity or insurance, had this policy not been effected.

- 6.6. All amounts expended by the Company in the payment of any claim or in the defence settlement will reduce the limits of indemnity specified in the schedule of this policy. Under no circumstances the Company will grant to reinstate the limit of indemnity to the original level, even on payment of additional premium.

- 6.7. The Company shall not be obliged to 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 the Insured or by any other person on behalf of the Insured, and/or if the insurance has been continued as a result of any material mis-statement or the non-disclosure of any material information by or on behalf of the Insured.

7 Procedures

- 7.1. The Insured shall keep accurate records of annual turnover including all taxable duties. The Company

shall at any reasonable time have free access to inspect such record.

- 7.2. The Company may at any reasonable time inspect any property and, in the event of any defect or danger being apparent, the Company may give written notice to the Insured when all liability of the Company arising from such defect or danger shall be suspended.
- 7.3. If at any time anything shall occur materially affecting the risk insured, the Insured shall give notice as soon as reasonably practicable in writing to the Company.
- 7.4. The due observance and fulfilment of the terms, provisions and conditions so far as they relate to anything to be done or complied with by the Insured and the truth of the statements in the proposal made by him (which shall be the basis of this contract and held to be incorporated herein) shall be conditions precedent to any liability of the Company.

8 Cancellation

- 8.1. This insurance may be cancelled by the Insured at any time by giving written notice to the Company at least 30 days in advance the cancellation becomes effective. Provided there has been no claim during the period of insurance, the Company will retain in such case premium at short-period scale.

In case of any claim under this policy no premium shall be refunded.

- 8.2. This insurance may also be cancelled by or on behalf of the Company by writing to the Insured's last known address containing notice about when, not less than 30 days thereafter, the cancellation shall be effective. In such case the Company will retain premium on pro-rata-base corresponding to the insurance period which has then elapsed under the policy, but retaining least 25 % of the annual premium.

9 Notifications and Declarations

Any and all notices and declarations addressed to the Company shall be submitted in writing and shall be sent to the Company's main office or the address specified in the policy or its endorsements. Agents and other intermediaries shall not be authorised to take receipt of notices and declarations.

All legal notices given to the Insured shall be deemed sufficiently given if posted and addressed to the Insured's address last registered within the Company's books. They shall be deemed to have reached the Insured at the time when the same would be delivered in the ordinary course of post.

10 Policy Dispute Clause

In the event of any dispute arising from the performance of the contract of insurance the competent court to hear such dispute is the court which has jurisdiction over the area of the seat of Bajaj Allianz Insurance Company Ltd.

This contract is based on Indian law.