

**PROSPECTUS
(Commercial)**

MAXIMA PUBLIC LIABILITY INSURANCE

Introduction

The Public Liability policy is a part of the general insurance system of risk financing to protect Insured from the risk of liabilities imposed by lawsuits and similar claims and protects the Insured if they are sued for claims that come within the coverage of the Policy Issued.

The Public Liability Insurance policy protects the Insured against all sums which the Insured becomes legally liable to pay by way of damages to a third party in respect of Bodily Injury and / or Property Damage arising out of an Accident in connection with the Insured's Business activity with the defined territory.

The cover includes defence cost which includes all costs, fees and expenses incurred for Investigation, defence or settlement of any claim and cost of Insured's representation at any civil inquest, inquiry or other proceedings in respect of the matter which have a direct relevance to an actual or anticipated claim.

Who can take this insurance?

Any Individual / establishment(s) covering their respective Business activities and Operations

What the Policy does not cover?

This policy does not cover liability:

- 1) Absolute asbestos exclusion
- 2) Agreement or Contractual Liability
- 3) Auto Liability
- 4) Biological agents/communicable diseases exclusion
- 5) Care, Custody and Control Exclusion
- 6) Consequential loss
- 7) Damage to Own Property
- 8) Expected or Intended Injury
- 9) Hovercraft, Marine craft, aircraft liability
- 10) Injury to employees
- 11) Insured's products
- 12) Professional indemnity
- 13) Public liability (act)
- 14) Willful non compliance
- 15) Personal injuries – libel, slander, fines and penalties, punitive or exemplary damages
- 16) Claims and losses arising made or notified before the retroactive date

17) Loss of pure financial nature such as loss of goodwill, loss of market etc.

For complete list of exclusions, please refer the policy wordings

What is the Sum Insured?

In Public Liability Policy, the sum insured is referred to as Limit of Indemnity. This limit is fixed per accident and per policy period which is called Any One Accident (AOA) limit and Any One Year (AOY) limit respectively. The Sum Insured can be in any ratio as per request of the Insured.

What should be the deductible?

The first amount which the insured needs to bear on each and every loss which he claims, is known as policy deductible.

What are the Endorsements/Extensions available under the policy?

Standard Extensions

- Medical Expenses
- Acts of God
- Lift Liability
- Food and Beverages
- Cross Liability

Optional Extensions

- Fire Damage
- Transportation
- Terrorism Legal Liability
- 72 Hours Basis - Sudden and Accidental Pollution
- Additional Insured
- Waiver of subrogation

Other Extension

- Automatic New Subsidiary Cover
- Designated Premises Endorsement – Broad
- Business Definition Endorsement
- Personal property under Care, Custody and Control extension
- Control Group Clause
- Discharge of Treated Effluents Endorsement
- Employer's Liability Endorsement
- Events Extension Endorsement
- Coverage for Fines, Penalties, Punitive and Exemplary Damages Endorsement
- Food and Beverages Endorsement
- Garage-keepers and Valet Liability Endorsement
- INCIDENTAL MEDICAL MALPRACTICE
- Minor Civil Works Endorsement

- Mitigation Costs Endorsement
- Designated Premises Endorsement – Narrow
- Non-Manual Travels by the Insured
- Non-Owned and Hired Auto Liability Endorsement
- Non-cancellation Endorsement
- Personal and Advertising Injury Endorsement
- Primary and Non-contributory Clause
- Recreational Facilities Endorsement
- Specific Matter Endorsement
- Sports Facilities covered by the Insured Endorsement
- Contractor/ Sub-contractor extension
- Swimming Pool Extension
- Technical Collaboration Inclusion Endorsement
- Temporary Workers Extension
- Tenant's Legal Liability Extension
- Tools and Equipment Extension
- Valet Parking Endorsement
- Vicarious Liability Extension
- Waiver of Subrogation Endorsement

TERRITORIAL LIMITS

The Company's liability to make any payment shall be to make payment within India and in Indian Rupees only.

What to Do in Event of a Claim?

- Ensure safety of employees.
- Initiate Loss minimization measures.
- Inform incident to Public Authorities if required.
- Call Zurich Kotak General Insurance Company (India) Limited Call Centre on Toll Free No: 1800-266-4545 OR
- Send Letter or Fax to Zurich Kotak General Insurance Company (India) Limited corporate office
- Email us at care@zurichkotak.com
- Zurich Kotak General Insurance Company (India) Limited will depute an IRDAI licensed surveyor to attend to the loss
- Please provide necessary assistance to surveyor or company officials for finalization of loss.
- Please furnish required documents and any clarifications that may be sought.

Grievance

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free number 1800 266 4545 or may write an e-mail at care@zurichkotak.com.

In case the Insured is not satisfied with the response, Insured may contact the Grievance Officer of the Company at grievanceofficer@zurichkotak.com. In case if the Insured is not satisfied with the solution the Grievance Officer has provided, Insured can write to seniorgrievanceofficer@zurichkotak.com / chiefgrievanceofficer@zurichkotak.com

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>.

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman is available at Annexure I of Policy wordings.

The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at Company's website: www.zurichkotak.com

The updated details of Insurance Ombudsman offices are also available on the website of Council for Insurance Ombudsmen: www.cioins.co.in/Ombudsman

Duty of Disclosure:

We rely on information that you provide while accepting your proposal for insurance cover .If that information is not accurate, we can reduce or deny any claim you may make or cancel your policy. We never want to have to do that, so you must answer honestly, correctly and completely the questions asked.

Obligations of the Policyholder:

- Insured should disclose all material information correctly at time of filling the proposal form
- In case of any change / modification / addition to the already declared information, Insured should immediately bring it to Company's notice
- Disclosure of other material information during the policy period.
- Non-disclosure of material information may affect the claim settlement.

The Policy schedule and policy wording is provided on the basis of the duly filled signed, dated and stamped proposal form provided by the Insured. Any deviation may affect the claim settlement.

Note:

For detailed Coverage, Exclusions, Conditions etc., it is recommended to go through the Specimen copy of the Policy Wording which can be collected from any of our branch or downloaded from company web site.

STATUTORY WARNING - PROHIBITION OF REBATES (Under Section 41 of Insurance Act 1938)

- 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.
- 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