# <u>DIGIT PUBLIC LIABILITY INSURANCE POLICY</u> Add-On Covers/ Endorsement Wordings/ Clauses

Below mentioned are the add-on covers/ endorsements / clauses available under "Digit Public Liability Insurance Policy".

The add-on covers/ endorsements/ clause applicable to Your Policy are mentioned in Your Policy Schedule. Addon covers against which Sum insured is not mentioned in Your policy schedule are not applicable in the Policy issued to you.

Sr.	Name of Add-On Covers /Endorsements/	UIN
No.	Clauses	
1.	Act of God Perils	IRDAN158RP0075V01202021/A0020V01202122
2.	Advertising Signs and Decorations Liability	IRDAN158RP0075V01202021/A0021V01202122
3.	Care, Custody or Control	IRDAN158RP0075V01202021/A0022V01202122
4.	Carriage of Effluents (outside the Insurance Premises)	IRDAN158RP0075V01202021/A0023V01202122
5.	Damage to Rented Premises	IRDAN158RP0075V01202021/A0024V01202122
6.	Lift Liability	IRDAN158RP0075V01202021/A0025V01202122
7.	Medical Expenses	IRDAN158RP0075V01202021/A0026V01202122
8.	Swimming Pool and Exercise area liability	IRDAN158RP0075V01202021/A0027V01202122
9.	Transportation of Material or Dangerous or Hazardous Substance	IRDAN158RP0075V01202021/A0028V01202122
10.	Valet Parking	IRDAN158RP0075V01202021/A0029V01202122
11.	Terrorism Legal Liability Coverage	IRDAN158RP0075V01202021/A0030V01202122

# 1) Act of God Perils

We will indemnify You for all amounts which You become legally liable to pay as Compensation arising out of Act of God Perils like Storm, Typhoon, Flood, Inundation, Earthquake and similar natural causes, subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

If You have opted for this add on cover, Point no. 2 as provided under "9. Exclusion" in the base policy shall stand deleted.

## 2) Advertising Signs and Decorations Liability

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of any accidents occurring in connection to Your advertising signs, neon signs, decorations and the like in or about the Insured Premises as mentioned in Your Policy Schedule, provided that such property is under regular inspection and maintenance is carried out by qualified personnel.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

# 3) Care, Custody or Control

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Property Damage to a property whilst under Your care, custody and control.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

If You have opted for this add on cover, Point no. 1, 12 and 28. (i) as provided under "9. Exclusion" in the base policy shall stand deleted to the extent coverage is provided under this add on cover.

## 4) Carriage of Effluents (outside the Insurance Premises)

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of an accident directly caused by treated effluents whilst being carried by pipelines outside the Insured Premises to the discharge point as declared and mentioned in Your Policy Schedule, excluding Pollution risk, howsoever caused unless specifically agreed and mentioned in Your Policy Schedule.

Provided always that the statutory provisions as may be in force from time to time for treatment and discharge of effluents are complied with.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

#### 5) Damages to Rented Premises

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Property Damage to the Premises, while rented to You or temporarily occupied by You with permission of the Owner, if such Property Damage is caused by

- 1. Fire
- 2. Explosion
- 3. Water Discharged from a pipe or water system; or
- 4. Impact of a motor vehicle.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

If You have opted for this add on cover, Point no. 1 and 12 as provided under "9. Exclusion" in the base policy shall stand deleted to the extent coverage is provided under this add on cover.

#### 6) Lift Liability

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of an accident directly caused in connection to the normal operational use of the elevators and/or escalators at the Insured Premises, provided that regular inspection and maintenance of the elevators and/or escalators shall be carried out by qualified engineers.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

#### 7) Medical Expenses

# Coverage:

We will pay the medical expenses described below, incurred by You as a result of Bodily Injury caused by an accident:

- 1. On premises You own or rent;
- 2. On ways next to premises You own or rent; or
- 3. Because of Your operations;

## Provided that:

- 1. The accident takes place in the Coverage Territory and during the Policy period;
- 2. The expenses are incurred and reported to Us within one year of the date of the accident; and
- 3. The injured person submits to examination, at Our expense, by physicians of Our choice as often as We reasonably require.

We will make these payments regardless of fault and will pay reasonable medical expenses incurred only for:

- 1. First aid administered at the time of an accident;
- 2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

3. Necessary ambulance, hospital, professional nursing and funeral services.

## Specific Exclusions to this Cover:

We will not pay expenses for Bodily Injury:

- 1. To any Insured.
- 2. To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.
- 3. To a person injured on that part of premises You own or rent that the person normally occupies.
- 4. To a person, whether or not an Employee of any Insured, if benefits for the Bodily Injury are payable or must be provided under an Employee's Compensation or disability benefits law or a similar law.
- 5. To a person injured while taking part in athletics.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

# 8) Swimming Pool and Exercise Area Liability

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Bodily Injury happening in or around or arising out of the ownership, use or operation of Your swimming pool, pool side area and/or exercise area provided that:

- 1. all equipment is maintained and serviced in accordance with the manufacturer's instruction
- 2. appropriate safety signs are provided where necessary that give instructions on the safe use of the pool and/ or equipment and/or exercise area and/or pool side area.
- 3. all equipment is structurally safe being operated and maintained in a safe manner
- 4. users are made fully aware of the pool and/or exercise area rules and the need to be responsible for their own safety
- 5. lifeguard is present or in the absence of a lifeguard, a member of staff is/are designated as "on call" to respond immediately to any alarm and deal with any emergency. It is essential that such staff are trained in pool rescue, first aid and cardiopulmonary resuscitation (CPR) techniques
- 6. a written safety procedure is displayed at the entrance, changing rooms, pool side and exercise area. The notice should include (but not be limited to) the following information: -
- The times when the pool / exercise area is open
- A clear warning if the pool does not have a lifeguard
- Children (under 15 years of age) do not use the pool without adult supervision
- Non-swimmers should not bathe alone
- Locations and use of the rescue equipment
- Location and use of the emergency telephone/alarm and instructions to its use in an emergency

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

## 9) Transportation of Material or Dangerous or Hazardous Substance

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of a Bodily Injury and/or Property Damage directly caused by material or dangerous or hazardous substance as declared by You whilst being transported by rail or road or pipeline, excluding Pollution risk, howsoever caused unless specifically agreed and mentioned in Your Policy Schedule.

Provided always that the statutory provisions as may be in force from time to time for carriage of dangerous or hazardous substances are complied with.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties exclusions and deductible of this Policy.

#### 10) Valet Parking

We will indemnify You for all amounts which You become legally liable to pay as Compensation arising out of the use of any motor vehicle which is not Your Property or provided by You and being used by Your authorized Employee solely for the purpose of valet parking. We shall not be liable for any Claim arising while such vehicle is being driven by any person other than Your authorized Employee(s) or for any purpose other than provision of valet parking service.

Provided that, We shall be liable to pay a Claim under this Cover only if You are not entitled to indemnity under any other Insurance.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

If You have opted for this add on cover, Point no. 9 as provided under "9. Exclusion" in the base policy shall stand deleted to the extent coverage is provided under this add on cover.

# 11) Terrorism legal Liability Coverage

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of a Bodily Injury and/or Property Damage directly caused due to Act Of Terrorism.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

Act of Terrorism means an act, including but not limited to the use of force or violence and /or the threat there of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If You have opted for this add on cover, following points as provided under "9. Exclusion" in the base policy shall stand amended:

- a. Point no 7 shall be amended to read as under,
   "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, revolution, insurrection or military or usurped power. "
- b. Point no. 20 shall stand deleted.