

Products Liability Insurance – Insurance Product Information Document

Type of Policy: Products Liability Insurance

Basic Cover Provided:

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay as damages consequent upon bodily injury (including death or disease) to any person or loss of or damage to property arising out of claims first made in writing against the Insured during the Period of Insurance as a result of an accident caused by the sale, supply, repair, alteration, treatment or installation of Products declared under this Policy.

(For more details about the basic cover, please refer to page no. 01 of the policy wording)

Provisions:

- The Company's total liability for all claims, including damages, legal costs, and other expenses, during one insurance period will not exceed the limit stated in the Schedule for that period.

(For more details please refer to the "Limits of Indemnity" section on page no. 01 of the policy wording)

- Series of Claims Consequent on one original cause: All claims first made against the Insured in writing within a period of 12 months from the day that the initial claim was first made in writing against the Insured which are consequent upon one original cause shall be treated as if they had all been made on the day the initial claim was made in writing against the Insured.

(For more details please refer to the point no. 11 under "Conditions" section on page no. 04 of the policy wording)

What is not covered (Exclusions):

1. The Company will not indemnify the Insured against liability arising from
 - a) bodily injury sustained by an employee and arising out of and in the course of his or her employment or engagement by the Insured and/or arising from any claim by any Government or other Authority for compensation or reimbursement under any legislation relating to such bodily injury.
 - b) loss of or damage to property belonging to in custody or control of the Insured or any employee (including vehicles) other than personal effects of visitors or employees.
 - c) i. libel or slander
ii. infringement of plans copyright patent trade name trade mark registered design
 - d) any contract or agreement whether written verbal or implied unless such liability would have attached notwithstanding any such contract or agreement.

- e) fines penalties punitive exemplary or any other damages resulting from the multiplication of compensatory damages.
 - f) products sold supplied repaired altered treated or installed by the Insured on terms less favourable to the Insured than the ordinary process of law governing their sale supply repair alteration treatment or installation.
 - g) products obtained by the Insured on terms which prevent the insured exercising rights of recovery under the ordinary process of law against the supplier or any other party.
 - h) i. bodily injury or loss of or damage to property or loss of use of property directly caused by seepage pollution or contamination of air, land, water or any other property.
ii. the cost of removing nullifying or cleaning up seeping polluting or contamination substances.
 - i) the sale supply repair alteration treatment or installation of a Product by any licensed registered incorporated and/or domiciled subsidiary Company or activity of the Insured in the United States of America and/or Canada and/or their territories.
 - j) the failure of a Product or part thereof to perform the function for which it was intended.
 - k) products guarantee or recall, defective design, products integrity impairment.
 - l) any product which is incorporated into structure, machinery or contracts of any aircraft.
 - m) claims made as a result of an accident which happened prior to the retroactive date.
 - n) Products sold supplied repaired altered treated or installed by the Insured for use within on or as part of any watercraft aircraft or other aerial device.
2. The Company will not indemnify the Insured against expenditure incurred in doing or re-doing making good any work which the Insured has contracted to do.
3. The Company will not indemnify the Insured against liability
- a) in respect of loss of or damage to the Products
 - b) for the Replacement Costs of the Products (see Definition)
 - c) to make any refund of the payment received for the Products.
4. The Company will not indemnify the Insured in respect of any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from,
- i. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

5. The company will not indemnify the insured against any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of;

- a) the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain asbestos; or
- b) any obligation, request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.
- c) any obligation to defend any claim or sent against the insured allergies injuries or damage to property resulting from the above.

(For more details please refer to the "Exceptions" section on page no. 01 & 02 of the policy wording)

Mode of Payment of Premium:

Annual Premium has to be paid for the Policy (unless mentioned otherwise in the Policy Schedule) and for any subsequent renewals.

Claims Procedure and Required Documents:

In the event of any occurrence which may give rise to a claim the insured must give notice as soon as possible to the Insurer in writing.

Insurer will appoint a Loss adjuster/Investigator as required.

Requirements

1. Claim Form, letters received from third parties in respect of liability claims.
2. Copy of the complaint made to the police by the third party against to the Insured.
3. Court proceedings.
4. Any other requirements to process the claim depending on the type of the incident.

Depending on the circumstance of the incident insurer may not ask for police complaint and/or court proceedings.

(For more details, please refer to the "Claims" section on page no. 03 of the policy wording)

Fraud:

If any claim be made by or on behalf of the Insured which shall be in any respect unfounded fraudulent or intentionally exaggerated, or if a false declaration or statement be made in support thereof, no claim shall be recoverable hereunder.

Obligations of the Policyholder:

Obligations of the policyholder in disclosing material facts

- At the time of purchase:- Disclose all material facts requested in the Proposal Form, truly and accurately, to avoid any claim rejection.
- During the policy term:- Notify the Insurer of any significant changes in risk or information of the insured.

Obligations of the policyholder when a claim is made

- When making a claim:- Provide all necessary documents and details as mentioned in the Claim Procedure along with the Claim Form.
- Payment of Premium:- Should be as per the Premium Payment Warranty in the Policy

Complaints Procedure:

We are committed to serve you with passion and willing to receive your feedback. If you are not satisfied with our services, you can lodge a complaint by below methods;

- By telephone - Customer Care Officer - 011 2126136
- By email - pilassist@peoplesinsurance.lk
- By WhatsApp - 0716230048
- By fax - 011 2126109
- By post - Customer Care Officer, People's Insurance PLC, No. 07, Havelock Road, Colombo 05
- Via online - Complaint Submission Form is available on our website www.peoplesinsurance.lk → Please click on the "Complaints" tab
- By visiting

Below information to be provided when lodging a complaint;

- I. Complaint in brief
- II. Your name and contact details
- III. References: Policy No. / Vehicle No. / Claim No.
- IV. Any supporting documents

The Trilingual Complaints Handling Procedure can be downloaded from our website - www.peoplesinsurance.lk → Please click on the "Complaints" tab

Dispute Resolution:

If you are not satisfied with the resolution given by us for a complaint lodged, you have the option to use following Alternative Dispute Resolution (ADR) mechanisms.

- I. Address your concerns to:- Insurance Ombudsman of Sri Lanka
No. 143A, Vajira Road, Colombo 05
info@insuranceombudsman.lk

011 2505542 / 011 250 5041

II. Arbitration:- As per the Arbitration Clause in the Policy

III. Address your concerns to:- Director Investigations
Insurance Regulatory Commission of Sri Lanka
Level 11, East Tower, World Trade Centre
Colombo 01
011 2396184-9 / 011 2335167
investigation@ircsl.gov.lk / info@ircsl.gov.lk

(For more details, please refer to the “Complaints Procedure” and “Dispute Resolution” section on page no. 05 of the policy wording)

A Few Things to Remember

Cancellation of the Insurance:

This Insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force, subject to no claims being made. This Insurance may also at any time be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

Important Notes:

This Insurance Product Information Document (IPID) is intended to provide a summary of the main cover and additional covers (if applicable) and key features of the Policy and is not personalized to your specific individual needs. Please note that all matters of whatever nature pertaining to this Insurance (including but not limited to claims, interpretation of terms and conditions and litigation etc.) shall be governed by the terms, conditions and exclusions of the Policy which shall prevail over the contents of this document.

For Further Information:

If you require any further information, you can make a request via

- Telephone - 0112126126
- Email - pilassist@peoplesinsurance.lk
- Visiting any of our offices island wide