

Public Liability Insurance - Insurance Product Information Document

Type of Policy: Public Liability Insurance

Basic Cover Provided:

All sums which the Insured shall become legally liable to pay as compensation to third parties (including the expenses of litigation) in respect of

- Accidental death of or bodily injury to or illness of person
- Accidental loss of or physical damage to tangible property occurring in the course of or in connection with the Business at the insured's premises.

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

Additional Covers:

Any other additional cover as specified in your Policy Schedule

Key Feature(s):

This Policy provides indemnity to the Insured and,

- a. If the Insured requests:
 - i. to any director or employee of the Insured;
 - ii. to any officer or member of the Insured's social, sports, welfare, fire, first aid, or ambulance services.
- b. Any principal on whose behalf the Insured in the course of the business is undertaking work provided the Insured shall not be liable for any injury or damage due to or resulting from any act or omission of the principal, his employees or agents
- c. The legal representative of any person entitled to indemnity under this policy, for liability incurred by that person.

JURISDICTION CLAUSE

The indemnity to the Insured under the terms of this policy shall only apply in respect of judgments, which are in the first instance delivered by or obtained from a Court of competent jurisdiction within Sri Lanka.

(For more details about the key features, please refer page no. 01 and 02 of the policy wording)

What is not covered (Exclusions)

1. Liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement
2. Liability consequent upon injury to any person employed by the insured under a contract of service or apprenticeship and arising from and in the course of such employment by the insured
3. Liability for bodily injury which does not arise from a sudden and identifiable accident or event
4. Damage to property
 - a). Owned by rented to, occupied or used by or in the care, custody or control of the Insured or if any employee or agent of the Insured
 - b). Being that part of any property on which the insured or any employee or agent of the Insured is or has been working
 - c). Caused directly or indirectly by fire and explosion
5. Damage caused by vibration or by removal or weakening of or interference with support to any land building or other structure
6. Bodily injury or damage to property
 - a). Caused by or through or in connection with any advice or treatment of a professional nature (other than first aid treatment) given or administered by or at the direction of the Insured
 - b). Caused by any lifting apparatus, pressure vessel or plant unless specified in the Schedule under the heading “plant”
 - c). Arising from the ownership, possession or any work done therein or thereon or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer or any water craft locomotive or rolling stock. Provided this exception shall not apply in respect of bodily injury or damage (to which the indemnity expressed in this policy applies but for this exception) caused arising beyond the limits of any carriageway or thoroughfare in connection with loading or unloading of any vehicle in so far as such injury or damage is not insured by any other insurance policy
 - d). Caused by or through or in connection with
 - i). the refueling of aircraft
 - ii). the ownership, possession, maintenance, operation or use of aircraft or airline
 - iii). the ownership, hire or leasing of any airport or airstrip

- e). Caused or alleged to be caused by products or goods (including containers) manufactured, sold, supplied, labelled, packed or otherwise handled by the Insured, other than food and drink supplied incidentally for consumption on the premises
 - f). Caused by pollution or contamination
 - g). Arising from explosives or demolition or any building operation other than normal maintenance
7. The making good replacement or reinstatement of defective
- a). Work caused or done by or on behalf of the Insured
 - b). Materials or goods supplied by or on behalf of the Insured
8. The Company shall not be liable under this Policy in respect of:
- Any legal liability directly or indirectly, proximately or remotely occasioned by, contributed to by or traceable to or arising out of or in connection with
- 8.1 War
 - 8.2 Riot , Strike , Civil Commotion and Terrorism (if not obtained as additional covers)
9. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from :
- a) Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear installation, reactor or other nuclear assembly or nuclear fuel
 - b) The radioactive, toxic explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - c) any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.
10. Liability to pay any fines, penalties, punitive, exemplary or vindictive damages.

Please refer page no 02 & 03, "Exclusions" section 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.

Please refer page no 04, under “Conditions” section of the policy wording

FRAUD

If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf or if any destruction, injury or damage be occasioned by the willful act or with the connivance of the Insured all benefits under this Policy shall be forfeited.

Please refer page no 04, point no 07, under “Conditions” section of the policy wording

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.

Please refer page no 03, under “Conditions” section of the policy wording

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

Please refer page no 05, point no 12 under “premium payment warranty” section of the policy wording

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

Please refer page no 06, "Complaints Procedure" section 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

Please refer page no 04, point no 11 under “Conditions” section of the policy wording

The due observance and fulfilment of the terms and conditions of this Policy shall be conditions precedent to any liability of the Insurer to make any payment under this policy.

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