

## **Tour Operators Liability Insurance – Insurance Product Information Document**

### **Type of Policy: Tour Operators Liability Insurance**

#### **Basic Cover Provided:**

Covers the legal liability of the Insured as a Tour Operator for accidental bodily injury, property damage, personal injury, or advertising injury arising out of their business operations within the coverage territory as per the policy.

This includes:

- Bodily Injury and Property Damage Liability (Coverage A)
- Personal and Advertising Injury Liability (Coverage B)
- Defense Costs (Coverage C) – Legal and related expenses within policy limits

*(For more details please refer page no 02–07, Section I – Coverage of the policy wording)*

#### **Provisions:**

The total sum payable under the policy will not exceed the applicable Limits of Insurance as defined in the policy schedule.

*(For more details please refer page no 08, Section III – Limits of Insurance of the policy wording)*

#### **What is not covered (Exclusions):**

##### **Coverage A. Bodily Injury And Property Damage Liability**

- Expected or Intended Injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and Similar Law
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War and Terrorism
- Damage to Property
- Damage to Your Product

- Damage to Your Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property

## **Coverage B. Personal And Advertising Injury Liability**

This insurance does not apply to:

a. “Personal injury” or “advertising injury”:

(1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;

(4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement; or

(5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

b. “Advertising injury” arising out of:

(1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

(2) The failure of goods, products or services to conform with advertised quality or performance;

(3) The wrong description of the price of goods, products or services; or

(4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

c. Any loss, cost or expense arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants. Pollutants means any solid,

liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed

*(For full list please refer page no 03–07, Exclusions 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.

*(Please refer page no 13, Section VI – General Conditions, Clause 3 – Premium Payment Warranty of the policy wording)*

### **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 page no 08 & 09, Section IV – Commercial General Liability Conditions, Clause 2 – Duties in the Event of Occurrence, Offense, Claim or Suit 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 personal information.

### **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](mailto: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](http://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. / Claim No.
- IV. Any supporting documents

The Trilingual Complaints Handling Procedure can be downloaded from our website - [www.peoplesinsurance.lk](http://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. 1, Bethesda Place, Colombo 05.  
[info@insuranceombudsman.lk](mailto: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@irsl.gov.lk](mailto:investigation@irsl.gov.lk) / [info@irsl.gov.lk](mailto:info@irsl.gov.lk)

### **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 13, Section VI – General Conditions, Clause 2 – Cancellation of the Insurance 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](mailto:pilassist@peoplesinsurance.lk)
- Visiting any of our offices island wide