
Public Liability

This Policy does not cover liability

1. Assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
2. Arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
3. Arising out of deliberate, willful or intentional non-compliance of any Statutory provision. arising out of loss of pure financial nature such as loss of goodwill, loss of market and all consequential financial losses
 - i. arising out of all personal injuries such as libel, slander, false arrest, wrongful detention, defamation etc., and mental injury, anguish, or shock resulting therefrom.
 - ii. infringement of plans, copyright, patent, trade name, trade mark, registered design.
4. Arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
5. Due to constitution related exposures.
6. for property under care, control and custody of the insured
7. Arising out of resident/tenants/employees and other permanent occupants of the insured premises.

This Policy does not cover liability for claims arising out of:

- The ownership, possession of, use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required legislation other than the following:
- Claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
- Claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any other motor vehicle or trailer;
- Claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
- Claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
- Transportation of materials and/or hazardous/dangerous substances outside Insured's premises
- Damage to property owned, leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than,
- Premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the

property on which the Insured is working and which arises out of such work).

- Employees' and visitors' clothing and personal effects.
- Premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.
- The deliberate conscious or intentional disregard of the Insured's technical or administrative management or the need to take all reasonable steps to prevent claims.
- Injury to any person under the contract of employment or apprenticeship with the Insured their contractor(s) and/or Sub-Contractor(s) when such injury arises out of the execution of such contract.
- Liability more specifically insured elsewhere.
- Liability arising under any statute based on the doctrine of No-Fault Liability or under the Public Liability Insurance Act 1991.
- Claims arising out of or in connection with
 - a. Pollution howsoever caused unless specifically covered
 - b. any product