

PUBLIC LIABILITY (ACT) INSURANCE - POLICY WORDING
(under Public Liability Insurance Act 1991)

1. OPERATIVE CLAUSE:

Whereas the Insured Owner named in the Schedule hereto and carrying on business described in the said schedule has applied to **INDUSIND GENERAL INSURANCE COMPANY LIMITED** (hereinafter called the Company) for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium and statutory contribution towards the Environment Relief Fund as per the provisions of the Public Liability Insurance Act and the rules framed thereunder.

NOW THIS POLICY WITNESSETH that subject to the terms, exceptions and conditions contained herein or endorsed hereon, the company will indemnify the insured owner against the statutory liability arising out of accidents occurring during the currency of the Policy due to handling hazardous substances as provided for in the said Act and the Rules framed thereunder.

2. DEFINITIONS:

- a) **"ACT"** unless otherwise specifically mentioned shall mean the Public Liability Insurance Act, 1991 as amended from time to time.
- b) **"ACCIDENT"** means an accident involving a fortuitous, sudden or unintentional occurrence while handling any hazardous substance resulting in continuous, intermittent or repeated exposure to death of or injury to any person or damage to any property but does not include an accident by reason only of war or radioactivity.
- c) **"HANDLING"** in relation to any hazardous substance means the manufacture, processing, treatment, package, storage, transportation by vehicle, use, collection, destruction, conversion, offering for sale, transfer or the like of such hazardous substance.
- d) **"HAZARDOUS SUBSTANCE"** means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified, by notification, by the Central Government:
- e) **"OWNER"** means a person who owns, or has control over handling any hazardous substance at the time of accident and includes:
 - i) In the case of a firm, any of its partners;
 - ii) In the case of an association, any of its members, and
 - iii) In the case of a company, any of its directors, managers, secretaries or other officers who is directly in charge of and is responsible to the company for the conduct of the business of the company
- f) **v** shall mean
 - i) Manufacturing units – Entire Annual Gross Sales Turnover including all levies and taxes of manufacturing units handling hazardous substances as defined in the PLI Act 1991. For the purpose of this insurance, the term "Units" shall mean all operations being carried out in the manufacturing complex in one location.
 - ii) Godowns/warehouse owners - - Total Annual rental receipts of premises handling hazardous substances as defined in the PLI Act 1991
 - iii) Transport Operators - Total Annual freight receipts
 - iv) Others - Total Annual gross receipts

3. EXCLUSIONS:

This Policy does not cover liability :

1. Arising out of wilful or intentional non-compliance of any statutory provisions
2. In respect of fines, penalties, punitive and/or exemplary damages
3. Arising under any other legislation except in so far as provided for in Section 8, Sub-section (1) & (2) of the Act.
4. In respect of damage to property owned, leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured Owner's control, care or custody.
5. 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.
6. Directly or indirectly caused by or contributed to by
 - a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.



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- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4. CONDITIONS:

- The Insured Owner shall give written notice to the Company as soon as reasonably practicable of any claim made against the Insured Owner or of any specific event or circumstance that may give rise to a claim. The Insured Owner shall immediately give to the Company copies of notice of applications forwarded by the Collector and all such additional information and or assistance that the company may require.
- No admission, offer, promise or payment shall be made or given by or on behalf of the Insured owner under this policy without the written consent of the Company.
- The Company shall not be liable for any claim for relief made after five years from the date of occurrence of the accident.
- The Insured Owner shall keep record of annual turnover, and at the time of renewal of insurance declare such turnover and all other details as may be required by the Company. The Company shall at all reasonable times have full rights to call for and examine such records.
- If at the time of happening of any accident resulting in a claim under this policy there be any other insurance covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability.
- This Policy may be cancelled by the Insured Owner by giving 30 days notice in writing to the company in which event the Company will retain premium at short period scale subject to there not having occurred an accident during the policy period which may give rise to a claim (s), failing which no refund of premium shall be allowable.
- This Policy may also be cancelled by the Insurer by giving 30 days notice in writing to the Insured Owner in which event the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.
- If the Company shall disclaim liability to the Insured Owner for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a competent court of law, then the claim for all practical purposes shall be deemed to have been abandoned and shall not thereafter be recoverable hereunder or be made the subject matter of any suit.
- The Company shall not be liable to make any payment in respect of any claim if such claim shall be in any manner fraudulent or supported by any person on behalf of the Insured Owner and/or if the insurance has been continued in consequence of any material mis-statement or non-disclosure of any material information by or on behalf of the Insured Owner. In such a case if the Company pays any amount to the claimant due to any statutory provision such amount shall be recoverable from the Insured Owner.
- The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been assigned in the Act and the Rules framed thereunder or this Policy shall bear such specific meaning.
- Any dispute regarding interpretation of the terms, conditions and exceptions of this Policy shall be determined in accordance with the law and practice of "court of competent Jurisdiction within India".

Attached to and forming part of Policy No: #####

GRIEVANCES

If the Policyholder has a grievance that the Policyholder wishes the Company to redress, the Policyholder may contact the Company with the details of his grievance through:

Website	https://www.indusindinsurance.com
e-mail	services@indusindinsurance.com
Telephone	022 4890 3009 (paid)
Post/Courier	Any branch office, the correspondence address, during normal business hours
Write to us at (Correspondence Only)	IndusInd General Insurance, Correspondence Unit, 301-302, Corporate House RNT Marg, Opp. Jhabua Tower, Indore, Madhya Pradesh, India – 452001.

For further details on Grievance redressal procedure please refer: <https://www.indusindinsurance.com/Insurance/About-Us/Grievance-Redressal.aspx>

If the Policyholder is not satisfied with the Company's redressal of the Policyholder's grievance through one of the above

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IRDAI Registration No. 103 IndusInd General Insurance Company Limited (Formerly known as Reliance General Insurance). An ISO 9001:2015 Certified Company For complete details on the benefits, coverage, terms & conditions and exclusions, do read the sales brochure, prospectus and policy wordings carefully before concluding sale. Registered & Corporate Office: 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off. Western Express Highway, Goregaon (E), Mumbai-400063. Corporate Identity Number: U66603MH2000PLC128300. Public Liability (Act) Insurance Policy. UIN No.: IRDAN103CP0002V01200102. IGI/MCOM/CO/PL(ACT)IP/PW/Ver. 1.0/150326.



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methods, the Policyholder may approach the nearest Insurance Ombudsman for resolution of the grievance. The contact details of Ombudsman offices are mentioned below:

OMBUDSMAN OFFICE			
Office of the Ombudsman	Address	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 001.	Tel.: 079 - 27546150/27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560078.	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003.	Tel.: 0755 - 2769201, 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009.	Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.	Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018.	Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@cioins.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM).	Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.	Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana and UT of Yanam - a part of UT of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan

ERNAKULAM	Office of the Insurance Ombudsman, LIC OF INDIA, 10th Floor, 'Jeevan Prakash', Divisional Office, M. G. Road, Ernakulam, Kochi – 682011.	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072.	Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, UT of Andaman & Nicobar Islands, Sikkim
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkar Nagar, Sultanpur, Maharajgang, Sant Kabir Nagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharath Nagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Dist: Gautam Buddh Nagar, U.P. - 201301.	Tel.: 0120 - 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Budha Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiram Nagar, Saharanpur.

PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006.	Tel.: 0612 - 2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	Tel.: 020 - 41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The updated details of Insurance Ombudsman are available on IRDAI website: www.irdai.gov.in, on the website of General Insurance Council: www.giccouncil.in, our website www.indusindinsurance.com

