

**LIABILITY INSURANCE POLICY
(UNDER PUBLIC LIABILITY INSURANCE ACT 1991)**

PREAMBLE

ICICI Lombard General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Proposer named in the Schedule referred to hereinbelow, and the said Proposal and Declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured/ appropriate benefit will be paid by the Company.

PART I OF SCHEDULE

- | Policy No. | Issued at | Stamp Duty |
|---|-----------|------------|
| 1. Name & Address of Insured: | | |
| 2. Trade or Business of the Insured | | |
| 3. Address of Location(s) to be insured | | |
| 4. Policy Period | | |
| 5. Limit of Indemnity | | |
| Any One Accident (AOA) (Rs.) | | |
| Any One Year (AOY) (Rs.) | | |
| 6. Premium | | (Rs.) |
| Service Tax @8% | | (Rs.) |
| Contribution equal to Premium towards Environment Relief Fund | | (Rs.) |
| Total Amount | | (Rs.) |
| 7. Co-insurance (if any) | | |

Name of the Insurer	Co-insurance Percentage

8. Special conditions (if any):

attached & forming part of Policy no.

Signed for and on behalf of the ICICI Lombard General Insurance Company Limited, at _____
on this date

Authorised signatory

PART II OF SCHEDULE

1. Definitions

For the purpose of this policy, the following terms shall have the meaning as set forth hereunder:

- (i) "Act" unless otherwise specifically mentioned shall mean the Public Liability Insurance Act 1991 as amended from time to time.
- (ii) "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.
- (iii) "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.
- (iv) "Hazardous Substance" and group means any substance or preparation which is defined as hazardous substance under the Public Liability Insurance Act, 1991 and the Rules framed thereunder.
- (v) "Owner" or "Insured" means a person who owns, or has control over handling of any hazardous substance at the time of accident and includes:
 - (a) in the case of a firm, any of its partners
 - (b) in the case of an association, any of its members, and
 - (c) 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
- (vi) "Turnover" shall mean
 - (a) In case of Manufacturing Units - Entire annual gross sales turnover including all levies and taxes of manufacturing units handling hazardous substance as defined in the Public Liability Insurance 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.
 - (b) In case of Godowns/ Warehouse Owners – Total annual rental receipts of premises handling hazardous substance as defined in the Public Liability Insurance Act, 1991.
 - (c) In case of Transport Operators – Total annual freight receipts
 - (d) In all other cases – Total annual gross receipts

2. Scope of Cover

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed herein, to indemnify the Insured or Owner as defined above for

the purpose of this policy against the statutory liability arising out of Accidents occurring during the currency of the Policy due to handling of hazardous substances as provided for in the Act as defined above, and the Rules framed thereunder.

3. Exclusions

The Company shall not be liable:

- (i) For any wilful or intentional non-compliance of any statutory requirements;
- (ii) In respect of fines, penalties, punitive and /or exemplary damages;
- (iii) Under any law or legislation except in so far as provided for in Section 8 (1) & 8 (2) of the Act;
- (iv) 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;
- (v) For any liability 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;
- (vi) For any liability 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.
 - (b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (vii) For matter outside the scope of Public Liability Insurance Act, 1991.
- (viii) In respect of losses/liability arising outside India.

4. Basis of Assessment of Claims

- (i) The basis of assessment of claim shall be the award given by the appropriate authority under the Act.
- (ii) Claim Procedures:

The procedure for lodging the claim shall be as under:

- (a) On the occurrence of any Accident, whether or not the Insured receives any notice of an alleged claim / complaint, the Insured shall duly inform the Company in the manner prescribed in the 'Incident Reporting Form', detailing the Accident.
- (b) The Insured shall, upon receipt of any notice of an alleged claim / complaint from appropriate authority, forthwith furnish the same to the Company in the manner detailed in the 'Claim Application Form'. The insured shall also furnish the copies of such documents, as prescribed by the rules, which are submitted and forwarded by the appropriate authority and/or any proposed responses, if any, by the Insured to the appropriate authorities.
- (c) Upon the affixing of any legal liability upon the Insured in terms of an award of the appropriate authority, the Insured shall forthwith submit a duly filled 'Claim Settlement

Form', detailing the liability accrued and the Defence Costs, if any together with any other information that the Company may require or as specified in the 'Claim Settlement Form'.

(d) The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs, evidence and information with respect to the claim (verified by statutory declaration, if so required) and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

(e) Subject to applicable law, rule, regulation or notification in this behalf, the Company hereby reserves the right as provided hereafter:

No claim in respect of loss equal to or exceeding twenty thousand rupees in value on the policy shall be admitted for payment or settled by the Company unless the Company has been given a report on the occurrence of the loss and extent of the loss, from a person who holds a license to act as a Surveyor or loss assessor, under the Insurance Act, 1938, and appointed by the company for the purpose.

Provided that nothing hereinabove shall be deemed to take away or abridge the right of the Company to pay or to settle any claim at any amount different from the amount assessed by the Surveyor or loss assessor.

(f) The Insured shall furnish the forms duly completed together with:

(i) all material documents, as specified therein or as requested by the Company or otherwise;

(ii) particulars of all other insurances, if any

No claim under this policy shall be payable unless the terms of this condition have been complied with.

5. Limitation Period

In no case whatsoever shall the Company be liable for any claim for relief made after the expiry of 5 years from the date of occurrence of the Accident.

6. Policy Related Terms And Conditions

(i) No admission, offer, promise or payment shall be made or given by or on behalf of the Insured under this policy without the written consent of the Company.

(ii) The Insured shall keep a record of their Turnover. The Company shall at all times have full rights to call for and examine such records.

(iii) In case the Company pays any amount to the claimant due to any statutory provision, such amount shall be recoverable from the Insured, if such amount need not have been paid but for the said statutory provision.

War & Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

ALL OTHER EXCLUSION, CONDITIONS AND OTHER TERMS OF THIS INSURANCE REMAIN UNCHANGED.

PART III OF THE SCHEDULE

Standard Terms and Conditions

1. Incontestability and Duty of Disclosure

The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy.

2. Reasonable Care

The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss, or damage that may give rise to the claim.

3. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this policy.

4. Material change

The Insured shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim and the Company may, adjust the scope of cover and / or premium, if necessary, accordingly.

5. Records to be maintained

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.

6. No constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7. Notice of charge etc.

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of

the Insured or his legal personal representative shall in all cases be an effectual discharge to the company.

8. Special Provisions

Any special provisions subject to which this policy has been entered into and endorsed in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.

9. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the policy and shall be read as if they are specifically incorporated herein; however, in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read *mutatis mutandis* with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

10. Electronic Transactions

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other ICICI Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

11. Duties of the Insured on occurrence of loss

On the occurrence of any loss, within the scope of cover under the policy the Insured shall:

- (i) Forthwith file/submit a Claim Form in accordance with Claim Procedure Clause as provided in Part II of the Schedule.
- (ii) Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties/premises/goods or any other material items, as per the Right to Inspect Clause as provided in this Part.
- (iii) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under Rights of the Company On Happening Of Loss Or Damage Clause as provided in this Part.
- (iv) Not abandon the insured property/item/premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the policy documents, all benefits under the policy shall be forfeited, at the option of the Company.

12. Rights of the Company on happening of loss or damage:

On the happening of loss or damage, or circumstances that have given rise to a claim under this policy, the Company may:

- (i) enter and/or take possession of the insured property, where the loss or damage has happened
- (ii) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
- (iii) keep possession of any such property and examine, sort, arrange, remove or other wise deal with the same; and,
- (iv) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn. The Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the policy shall be forfeited at the option of the Company.

13. Right to inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the policy.

14. Position after a claim

The Insured shall not be entitled to abandon any insured item/property whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured as determined by the Company to be fit and proper, the Sum Insured for the remainder of the period of Insurance shall stand reduced by the amount of the compensation.

15. Subrogation

In the event of payment under this policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

16. Contribution

If at the time of the happening of any loss or damage covered by this policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

17. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this policy shall be forfeited.

18. Cancellation/termination

The Company may at any time, cancel this policy, by giving 7 days notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall cancel the policy from the date of receipt of notice and retain the premium for the period this policy has been in force at the Company's short period scales.

19. Cause of Action/ Currency for payments

No Claims shall be payable under this policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this policy. All claims shall be payable in India in Indian Rupees only.

20. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

21. Renewal notice

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company.

22. Notices

Any notice, direction or instruction given under this policy shall be in writing and delivered by hand, post, or facsimile to

In case of the Insured, at the address specified in Part 1 of the Schedule.

In case of the Company:

ICICI Lombard General Insurance Company Limited
Corporate Office: 2nd floor, Zenith house,
Keshav Rao Khade marg
Opp. Mahalaxmi racecourse, Mahalaxmi,
Mumbai-34.

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

23. Customer Service

Comment [r1]:

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

24. Grievances

In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours.