

**Kotak Mahindra General Insurance Company Ltd.**

**Registered Office:** 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051. Maharashtra, India.

## Kotak Public Liability (Act) Insurance (under Public Liability Insurance Act 1991) Policy Wording

### OPERATIVE CLAUSE

WHEREAS the Insured Owner, named in the Schedule hereto and carrying on business described in the said schedule, has applied to Kotak Mahindra General Insurance Company Ltd. (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 to the Company as per the provisions of the Public Liability Insurance Act 1991 and the Public Liability Insurance rules, 1991 (The Act) framed thereunder.

NOW THIS POLICY WITNESSETH that subject to the terms, exceptions and conditions contained herein or endorsed herein, 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.

### DEFINITIONS

- (a) "ACT" unless otherwise specifically mentioned shall mean the Public Liability Insurance Act 1991 and Public Liability Insurance rules, 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 radio-activity.
- (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, as amended from time to time, and exceeding such quantity as may be specified, by notification, by the Central Government.
- (e) "Owner" or "Insured 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 member, and
  - (iii) in the case of a company, any of its Directors, Managers, Secretaries or other Officer, who is directly in-charge of and is responsible to the Company for the conduct of the business of the Company.
- (f) "Turnover" shall mean
  - (i) Manufacturing units – Annual Gross sales of all goods including all levies and taxes handling hazardous substances as defined in the Act. For the purpose of this insurance, the term "units" shall mean all operations being carried out in the manufacturing complex in one location.
  - (ii) Godown / 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) Other – Total Annual gross receipts
- (g) "Limit of Indemnity" means the amount stated in the Schedule.

### EXCLUSIONS

This policy does not cover liability:

- 1) any accident not covered under the Act
- 2) arising out of wilful or intentional or deliberate non-compliance of any statutory provisions
- 3) in respect of fines, penalties, punitive and/or exemplary damages.
- 4) arising under any other legislation except in so far as is provided for in section 8 sub-section (1) and (2) of the Act.
- 5) arising out 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.
- 6) 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.
- 7) 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.

### CONDITIONS

- 1) 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 application(s) forwarded by the Collector and all such additional information and or assistance that the Company may require.
- 2) 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.
- 3) The Company shall not be liable for any claims for relief made after five years from the date of occurrence of the accident.
- 4) 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.
- 5) 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.
- 6) CANCELLATION- The Policy may be cancelled by or on behalf of the Company by giving the Insured at least 15 days written notice and in such event the Company shall refund to the Insured a pro rata premium for the unexpired period of the policy. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the date upon which the insurance was cancelled. The Policy may be cancelled by the Insured at any time by giving at least 15 days written notice to the Company. The Company will retain premium on a short period scale, as provided below, for the period the policy has been in force, subject to no claim under the policy.

### SHORT PERIOD PREMIUM SCALE

Policy Period	% of Annual Rate
Not exceeding 1 month	25 % of Annual Rate
Not exceeding 2 months	35 % of Annual Rate
Not exceeding 3 months	50 % of Annual Rate
Not exceeding 4 months	60 % of Annual Rate
Not exceeding 6 months	75 % of Annual Rate
Not exceeding 8 months	85 % of Annual Rate

The Policy may also be cancelled by or on behalf of the Company on grounds of mis-representation, fraud, non-disclosure or non-cooperation by the Insured by giving the Insured at least 15 days written notice and in such event there shall be no refund made to the Insured.

In no event shall the Company repay to the Insured contributions made to the Environment Relief Fund. In case of any claim under the Policy no refund of premium shall be allowed.

- 7) 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 practicable purposes shall be deemed to have been abandoned and shall not thereafter be recoverable hereunder or be made the subject matter of any suit.

- 8) 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 and/or if the insurance has been continued in consequence of any material misstatement 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.
- 9) 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.
- 10) Any dispute regarding interpretation of the terms, conditions and exceptions of this policy shall be determined in accordance with the law and practice of a court of competent jurisdiction within India
- 11) **ARBITRATION AND RECONCILIATION** -If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.  
It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.  
It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.
- 12) **NOTIFICATIONS AND DECLARATIONS** - Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be sent to the address specified in the Schedule.
- 13) **SUBROGATION** - The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from

other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

- 14) **GOVERNING LAW**-The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.
- 15) **TERRITORIAL LIMITS**-The Company's liability to make any payment shall be to make payment within India and in Indian Rupees only.
- 16) **GEOGRAPHICAL LIMITS**- This policy shall cover only those liabilities arising under the Public Liability Insurance Act 1991 and subsequent amendment due to accidents taking place in India only.

**Important note:**

Please examine this Policy including its attached Schedules / Annexure if any. In the event of any discrepancy please contact the office of the Company immediately, it being noted that this Policy shall be otherwise considered as being entirely in order.

**GRIEVANCE**

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free number 1800 266 4545 or may write an email at care@kotak.com.

In case the Insured is not satisfied with the response, Insured may contact the Grievance Officer of the Company at grievanceofficer@kotak.com. In case if the Insured is not satisfied with the solution the Grievance Officer has provided, Insured can write seniorgrievanceofficer@kotak.co/ chiefgrievanceofficer@kotak.com. However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Integrated Grievance Management Section (IGMS) or IRDA Grievance Call Centre (IGCC) at their toll free No.155255.

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman is available at Annexure I.

The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at Company's website: www.kotakgeneralinsurance.com

The updated details of Insurance Ombudsman offices are also available on the website of Executive Council of Insurers: www.ecoi.co.in/ombudsman.html

**Annexure I  
Details of Insurance Ombudsman**

Office Details	Jurisdiction of Office Union Territory, District
<b>Ahmedabad:</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad - 380001.Tel.: 079 – 25501201/ 02/ 05/ 06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>Bengaluru:</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049. Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
<b>Bhopal:</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 003. Tel.: 0755-2769201 / 2769202 Fax: 0755-2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh and Chattisgarh.
<b>Bhubneshwar:</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.

Office Details	Jurisdiction of Office Union Territory, District
<b>Chandigarh:</b> 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@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
<b>Chennai:</b> 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@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (in Pondicherry)
<b>New Delhi:</b> 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@ecoi.co.in	Delhi
<b>Guwahati:</b> 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@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>Hyderabad:</b> 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@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
<b>Jaipur:</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: bimalokpal.jaipur@ecoi.co.in	Rajasthan.
<b>Ernakulam:</b> Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682 015. Tel.: - 0484-2358759/2359338, Fax:- 0484-2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
<b>Kolkata:</b> 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@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
<b>Lucknow:</b> 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@ecoi.co.in	Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
<b>Mumbai:</b> 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@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
<b>Noida:</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Distt: Gautam Buddh Nagar, Noida, U.P-201301. Tel.: 0120-2514250/2514252/2514253. Email: - bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
<b>Patna:</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952. Email: - bimalokpal.patna@ecoi.co.in	Bihar and Jharkhand.
<b>Pune:</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2nd Floor, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 41312555.	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.