



Reliance

General Insurance Company Limited

Office: 3rd Floor, Maker Chambers IV, Nariman Point, Mumbai 400 021

Public Liability (Act) Insurance Policy (UNDER PUBLIC LIABILITY INSURANCE ACT 1991)

OPERATIVE CLAUSE

As the Insured Owner named in the Schedule hereto and carrying on the business described in the said schedule has applied to RELIANCE GENERAL INSURANCE COMPANY LIMITED (hereinafter called the Company) for the sum insured hereinafter contained and has made a written proposal and agreement 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.

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

For RELIANCE GENERAL INSURANCE COMPANY LIMITED

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Act 1986, and exceeding such quantity as may be specified,
by the Central Government :

"OWNER" means a person who owns, or has control over handling any
hazardous substance at the time of accident and includes :
In the case of a firm, any of its partners;
In the case of an association, any of its members, and
In the case of a company, any of its directors, managers, secretaries or
officers who is directly in charge of and is responsible to the
company for the conduct of the business of the company

"TURNOVER" shall mean
Manufacturing units - Entire Annual Gross Sales Turnover including
duties 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.
(a) Godowns/warehouse owners - - Total Annual rental receipts of
premises handling hazardous substances as defined in the PLI Act 1991
(b) Transport Operators - Total Annual freight receipts
(c) Others - Total Annual gross receipts

EXCLUSIONS :

Policy does not cover liability:

Arising out of wilful or intentional non-compliance of any statutory
provisions

In respect of fines, penalties, punitive and/or exemplary damages

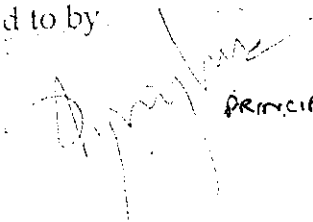
Arising under any other legislation except in so far as provided for in
Section 8, Sub-section (1) & (2) of the Act.

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.

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.

Directly or indirectly caused by or contributed to by

For BELONGS


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emitting radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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

ADDITIONS :

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.

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. 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.

7. 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.

8. 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

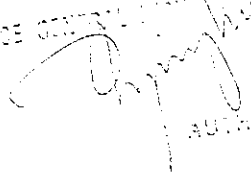
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deemed to have been abandoned and shall not thereafter be liable hereunder or be made the subject matter of any suit.

Company shall not be liable to make any payment in respect of any such claim shall be in any manner fraudulent or supported by person on behalf of the Insured Owner and/or if the insurance has 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 in accordance with 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".

For RELEASE GENERAL MANAGER OF COMPANY LIMITED

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REGULATORY AUTHORITY



Reliance

General Insurance Company Limited

Regd Office: 3rd Floor, Maker Chambers IV, 222, Nariman Point, Mumbai 400 021

Proposal for Public Liability (Act) Insurance

(The Property proposed for insurance is not covered until the proposal is accepted and premium paid)

Area Office Code/Service Centre Code	
Broker/Agent Name & code	Code

Proposer Details

1. Name of the Proposer-owner (See Note 1. Below)				
2. Address of the Proposer-owner	Plot No/Door No.		Building name	
	Road			
	Area			
	City		Pincode	
	State			
	Phone No.			
E-mail Id				
3. Business of the Proposer-owner				
4. Paid - up capital (See Note 2. Below)				
5. List of hazardous substance handled and group (See Note 3. Below)				
6. Details of all accidents during past 3 years and compensation paid/claimed but not yet paid (Please attach a separate sheet, if necessary)				
Estimated annual turnover : (a) Proposed Insurance Year (b) Previous year (See Note 4. Below)				
Number of (a) Workmen Employees : (b) Other Employees : (See Note 5. Below)				

GENERAL INSURANCE COMPANY LIMITED

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Indemnity required in respect of the accident:
Aggregate Liability
The policy period shall not be more than three times of any one accident

Period required

From-----a.m/p.m On-----
To midnight of -----

Declaration by Insured

I hereby declare that all the statutory provisions relating to my/our business proposed for insurance is complied with. The above statements and particulars are true. I have not omitted, suppressed, misrepresented or misstated any material fact and I agree that this declaration shall be the basis of the contract between me/us and Reliance General Insurance Company Limited and be incorporated therein.

Signature of Insured

DEFINITIONS

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

Paid up Capital means in the case of an owner not being a company, the market value of all assets and stocks of the undertaking on the date of contract of insurance.

Hazardous Substances and Group means the items listed and grouped under Environment (protection) Act 1986 and the Rules framed thereunder.

Turnover shall mean-

- (i) Manufacturing units - Annual Gross Sales of all goods including all levies and taxes.
- (ii) Godowns/Warehouse owners - Total Annual rental receipts
- (iii) Transport operators - Total annual freight receipts.
- (iv) Others - Total annual gross receipts.

'Workmen Employees' shall mean such employees within the definition of 'Workmen' under the workmen's Compensation Act, 1923

PROHIBITION OF REBATES

No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out, renew or continue an insurance in respect of any kind of risks relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

"Any person making default in complying with the provisions of this section shall be punishable with fine which may extend to five hundred rupees".

For RELIANCE

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POLICY SCHEDULE

Code:	Agent Code:
Proposal & declaration:	Details of previous policy:(in case of renewal) Previous policy No: Date of expiry:
Name of the Insured:	
Address:	
Occupation:	
Member ID No:	
Period of Insurance : From _____ A.M./P.M. On _____ To Mid-Night On _____	
Geographical Limits	: ANYWHERE IN INDIA
Sum Insured	Rs. in respect of Any One Accident and not exceeding thereof in the aggregate during the policy period.
Co-insurance	Rs.
Contribution to Environment Relief	Rs.

For Signature

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Tax @ 5% (on premium Rs.

Total Amount

Conditions (if any) :

whereof the undersigned being duly authorised by the company and on behalf of the company has hereto set his hand at _____ this day of _____ 20 _____.

For and on behalf of

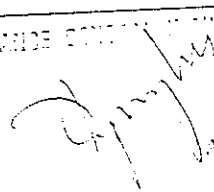
RELIANCE GENERAL INSURANCE COMPANY LIMITED

ed by: _____

ed by: _____

AUTHORISED SIGNATORY

For RELIANCE GENERAL INSURANCE COMPANY LIMITED


PRINCIPAL OFFICER
AUTHORISED SIGNATORY



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Rating Schedule for Public Liability (Act) Insurance

ON FULL LIMIT OF INDEMNITY: ANY ONE ACCIDENT

Limit of Indemnity (Rs.)	Rate per mille
Upto 1.0 Lac	0.70
Upto 2.5 Lac	0.75
Upto 5.0 Lac	0.80
Upto 10.0 Lac	0.85
Upto 20.0 Lac	0.90
Upto 50.0 Lac	0.95
Upto 100.0 Lac	1.00
Upto 250.0 Lac	1.05
Upto 500.0 Lac	1.10

TURNOVER LOADING

Turnover	Rate
Rs.1.00 Crore	Rs.0.12 per mille subject to a minimum of Rs.12/-
Exceeding Rs. 1.00 Crore but not exceeding 5.00 Crores	Rs.1200/- + 0.084 per mille on turnover exceeding Rs.1crore.
Exceeding Rs. 5.00 Crores but not exceeding 10.00 Crores	Rs.4560/- + 0.072 per mille on turnover exceeding Rs.5crores.
Exceeding Rs. 10.00 Crores but not exceeding 50.00 Crores	Rs.8160/- + 0.060 per mille on turnover exceeding Rs.10 crores.
Exceeding Rs. 50.00 Crores but not exceeding 100.00 Crores	Rs.32160/- + 0.048 per mille on turnover exceeding Rs.50 crores.
Exceeding Rs. 100.00 Crores but not exceeding 250.00 Crores	Rs.56160/- + 0.036 per mille on turnover exceeding Rs.100 crores.
Exceeding Rs. 250.00 Crores but not exceeding 500.00 Crores	Rs.110160/- + 0.010 per mille on turnover exceeding Rs.250 crores.
Exceeding Rs. 500.00 Crores but not exceeding 1000.00 Crores	Rs.135160/- + 0.0075 per mille on turnover exceeding Rs.500 crores.
Exceeding Rs.1000.00 Crores but not exceeding 2000.00 Crores	Rs.172660/- + 0.0050 per mille on turnover exceeding Rs.1000 crores.
Exceeding Rs.2000.00 Crores	Rs.222660/- + 0.0025 per mille on turnover exceeding Rs.2000 crores.

Minimum Premium (A+B) is Rs.100/- per policy.

Amount equivalent to the premium (A+B) should be collected along with it, for contribution towards Environment Protection Fund.

Amount chargeable to the Insured is 2 (A+B) + Service tax @ 5 % on (A+B)

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