

PUBLIC LIABILITY ACT INSURANCE

POLICY WORDINGS

1. OPERATIVE CLAUSE

Whereas the Insured Owner named in the schedule hereto and carrying on business described in the said schedule has applied to the Future Generali India 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 there under.

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:

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 other officers 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

- Manufacturing units-Annual Gross Sales of all goods including all levies and taxes
- Godowns/ warehouse owners-Total Annual rental receipts.

- Transport Operators-Total Annual freight receipts.
- 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) and (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
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4. CONDITIONS:

- (1) The Insured owner shall give written notice to the Company as soon as reasonably practicable and in any event within 15 days 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.
- (2) No admission, offer, promise or payments 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 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 company 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 the 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.
- (9) 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 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.
- (10) 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.
- (11) 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.

5. Arbitration

Any and all disputes or differences which may arise under, out of, in connection with or in relation to this Policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this Policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).

In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and

determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.

The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.

The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time

It is a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or arbitrators shall be first obtained.

In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

6. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all of the Insured's rights of recovery to the extent of such payments against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights and ensure that nothing is done to prejudice such rights and provide the Company with whatever reasonable co-operation and assistance they might require.

However, it is specifically agreed that the Company will not exercise its rights of subrogation against an employee of the Insured unless the aforesaid payment has been caused by or contributed to in any way by the fraud or dishonesty of any such employee.

In the event of any recovery being made, it is specifically understood that the recovered funds shall be applied in the following order:

- (a). Company shall be reimbursed to the extent of any payment they have made under this Policy.
- (b). Company shall be reimbursed the actual costs and expenses they have incurred in pursuing the recovery.
- (c). The Company shall be entitled to reimbursement in respect of its losses only after the payment of (a) and
(b) and only to the extent of any recovered funds that might remain.

GRIEVANCES REDRESSAL

Dear Customer,

At **Future Generali** we are committed to provide “**Exceptional Customer-Experience**” that you remember and return to fondly. We encourage you to read your policy & schedule carefully. We want to make sure the plan is working for you and welcome your feedback.




What Constitutes a Grievance?

“Complaint” or “Grievance” means expression (includes communication in the form of electronic mail or other electronic scripts, Inbound Call, SMS, Letter), of dissatisfaction by a complainant with insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities about an action or lack of action about the standard of service or deficiency of service of such insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities;

Explanation: An Inquiry/Query or Request would not fall within the definition of the “complaint” or “grievance”.

“Complainant” means a policyholder or prospect or any beneficiary of an insurance policy who has filed a complaint or grievance against an insurer or a distribution channel


If you have a complaint or grievance you may reach us through the following avenues:

	Help - Lines	1800-220-233 / 1860-500-3333 / 022-67837800		Email	Fgcare@futuregenerali.in
				Website	https://general.futuregenerali.in/
	GRO at each Branch	Walk-in to any of our branches and request to meet the Grievance Redressal Officer (GRO) .			

What can I expect after logging a Grievance?

- We will acknowledge receipt of your concern within 3 - business days.
- Within 2 - weeks of receiving your grievance, we shall revert to you the final resolution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of receipt of response. **How do I escalate?**

- You can directly contact our **Grievance Redressal Officer** at our Head office.
 - ⇒ **You can email to : fggro@futuregenerali.in or call at: 7900197777**
 - ⇒ You can write directly to our **Grievance Redressal Cell at our Head office:**

	Grievance Redressal Cell	<u>Grievance Redressal Cell, Future Generali India Insurance Company Ltd.</u> Lodha I – Think Techno Campus, B Wing – 2nd Floor, Pokhran Road – 2, Off Eastern Express Highway Behind TCS, Thane West – 400607. Please send your complaint in writing. You can use the complaint form, annexed with your policy. Kindly quote your policy number in all communication with us. This will help us to deal with the matter faster
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What should I do, if I face difficulty in registering a grievance?

While we constantly endeavour to promptly register, acknowledge & resolve your grievance, if you feel that you are experiencing difficulty in registering your complaint, you may register your complaint through the **IRDAI (Insurance Regulatory and Development Authority of India)**.

- **CALL CENTER: TOLL FREE NUMBER (155255)**
- **REGISTER YOUR COMPLAINT ONLINE AT: [HTTP://WWW.IGMS.IRDA.GOV.IN/](http://www.igms.irda.gov.in/)**

Grievances of Senior Citizens:

We have established a separate channel to address the grievances of Senior Citizens. The concerns will be addressed to the Senior Citizen's channel for faster attention or speedy disposal of grievance, if any

Insurance Ombudsman:

If you are still dissatisfied with the resolution provided or if it is already 30 days since you filed your complaint, you can approach the office of Insurance Ombudsman, provided the same is under their purview. The guidelines for taking up a complaint with the Insurance Ombudsman, along with their addresses are available on the consumer education website of the IRDAI. <http://www.policyholder.gov.in/Ombudsman.aspx> For ease of reference, the list of Insurance Ombudsmen offices is as mentioned below.

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman 6 th Floor, Jeevan Prakash Building, Tilak Marg, Relief Road, AHMEDABAD - 380 001 Tel: 079-25501201/02/05/06 E-mail: bimalokpal.ahmedabad@cioins.co.in	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of the Insurance Ombudsman Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road,JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 26652048 / 26652049 E-mail: 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 E-mail: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman 62, Forest Park, BHUBANESHWAR - 751 009 Tel: 0674-2596461/2596455 Fax: 0674-2596429 E-mail: bimalokpal.bhubaneswar@cioins.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman S.C.O. No.101 - 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017 Tel: 0172-2706196/2706468 Fax: 0172-2708274 E-mail: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI	Office of the Insurance Ombudsman Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI - 600 018 Tel:044-24333668 /5284 Fax: 044-24333664	Tamilnadu, UT- Puducherry Town and Karaikal (which are part of UT of Puducherry)

	E-mail: bimalokpal.chennai@cioins.co.in	
DELHI	Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road, NEW DELHI - 110 002 Tel: 011- 2323481/23213504 E-mail: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
GUWAHATI	Jeevan Nivesh, 5th floor Nr. Panbazar Overbridge, S.S. Road, GUWAHATI - 781 001 Tel:0361-2132204/05 E-mail: 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 E-mail: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana and UT of Yanam - a part of UT of Puducherry
JAIPUR	Office of the Insurance Ombudsman Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel : 0141-2740363 E-mail: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman 2nd Floor, Pulinat Building, Opp. Cochin Shipyards, M.G. Road, ERNAKULAM - 682 015 Tel: 0484-2358759/2359338 Fax: 0484-2359336 E-mail: bimalokpal.ernakulam@cioins.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Puducherry
KOLKATA	Office of the Insurance Ombudsman Hindusthan Bldg. Annexe, 4 th Floor,4, C.R.Avenue, KOLKATA - 700 072 Tel: 033-22124339 /40 Fax: 033-22124341 E-mail : bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim and UT of Andaman & Nicobar Islands
LUCKNOW	Office of the Insurance Ombudsman 6th Floor, Jeevan Bhawan, Phase 2, Nawal Kishore Road, Hazratganj, LUCKNOW - 226 001 Tel: 0522 -2231331/30 Fax: 0522-2231310 E-mail: bimalokpal.lucknow@cioins.co.in	Districts of U.P:- 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, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
MUMBAI	Office of the Insurance Ombudsman 3rd Floor, Jeevan Seva Annexe, S.V.Road, Santacruz (W), MUMBAI - 400 054 Tel: 69038821/23/24/25/26/27/28/28/29/30/31	Goa and Mumbai Metropolitan Region excluding Areas of Navi Mumbai & Thane

	Fax: 02226106052 E-mail: bimalokpal.mumbai@cioins.co.in	
NOIDA	Office of the Insurance Ombudsman Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 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, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar and 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 E-mail: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane but excluding Mumbai Metropolitan Region

The updated details of Insurance Ombudsman are available on IRDA website: www.irdai.gov.in, on the website of Office of Executive Council of Insurers: <https://www.cioins.co.in> our website www.futuregenerali.in or from any of our offices.

STATUTORY NOTICE: “INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION”

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