

POLICY WORDING

PUBLIC LIABILITY (ACT) INSURANCE POLICY

(Under Public Liability Insurance Act, 1991)

1. OPERATIVE CLAUSE:

Whereas the Insured named in the schedule hereto and carrying on the business described in the said schedule has applied to the Liberty Videocon 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 as consideration for or on account of such indemnity.

NOW THIS POLICY WITNESSETH that subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured or Owner against their statutory liability under the Public Liability Insurance Act, 1991 to pay compensation including claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law.

2. INDEMNITY:

The Company agrees, subject to terms, conditions and exclusions herein contained or endorsed or otherwise expressed herein, to indemnify the Insured or Owner against 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 and rules framed thereunder. The indemnity only applies to claims, arising out of Accidents occurring during the Period of Insurance, first made in writing against the Insured and notified to the Company by the Insured in writing during the Policy Period or Extended Reporting Period.

3. **DEFINITIONS**:

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

3.1 "Act" unless otherwise specifically mentioned shall mean the Public Liability Insurance Act 1991 as amended from time to time.



- 3.2 "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.
- 3.3 "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.
- 3.4 "Hazardous Substance" means any substance or preparation which is defined as a hazardous substance under the Public Liability Insurance Act, 1991 and the Rules framed thereunder.
- 3.5 "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
- 3.6 "Period of Insurance" means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.
- 3.7 "Policy Period" means the period commencing from effective date and hour as shown in the policy schedule and terminating at midnight on the expiry date as shown in the policy schedule.
- 3.8 "Retroactive Date" is the date as shown in the schedule against the same item
- 3.9 "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



4. (a) NOTIFICATION EXTENSION CLAUSE:

Should the Insured notify the Company during the Policy Period in accordance with General Condition 11.1 of any specific event or circumstance which the Company accepts may give rise to a claim or claims which form the subject of indemnity by this policy, then the acceptance of such notification means that the Company will deal with such claim or claims as if they had first been made against the Insured during the policy period. The extension under this clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

(b) EXTENDED CLAIM REPORTING CLAUSE:

In the event of non-renewal or cancellation of this policy, either by the Company or by the Insured, the Company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the policy provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for accidents which had taken place during the Period of Insurance but could not be made during the Policy Period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring policy period and are subject to the Limit of Indemnity and the terms, conditions and exceptions of the Policy.

5. INDEMNITY TO OTHERS:

The indemnity granted extends to:

- 5.1 Officials of the Insured in their business capacity arising out of the performance of their business or in their private capacity arising out of their temporary engagement of the Insured's employees;
- 5.2 The officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organizations in their respective capacities as such;
- 5.3 The personal representatives of the estate of any person who would otherwise be indemnified by this Policy but only in respect of liability incurred by such person.

Provided always that all such persons or parties shall observe, fulfill and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

6. CROSS LIABILITIES:

Each person or party indemnified is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Insured) subject to Company's total liability not exceeding the Limits of Indemnity stated in the Schedule of the Policy.



7. DEFENCE COSTS:

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the Policy. Such costs, fees and expenses are called 'Defence Costs'.

8. INDEMNITY LIMITS:

Company's total liability to pay compensation, Claimant's costs, fees and expenses and Defence Costs shall not exceed the Indemnity limit stated in the schedule. Indemnity limit applies to any one claim or series of claims arising from one originating cause. Indemnity limit shall represent the total amount of Company's liability during the Policy Period.

8.1 EXCESS

Excess will not be applicable under this insurance contract. It shall be considered as Nil.

9. 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.

10. EXCLUSIONS

This policy does not cover any liability

- 10.1 arising out of deliberate, willful or intentional non-compliance of any statutory requirement and/or provision.
- 10.2 In respect of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
- 10.3 Under any law or legislation except in so far as provided for in Section 8 (1) & 8 (2) of the Act;
- 10.4 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;
- 10.5 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;
- 10.6 directly or indirectly caused by or contributed to by
 - (a) ionizing radiations 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;
- 10.7 In respect of losses/liability arising outside India.
- 10.8 Arising out of any Injury and/ or Damage occurring prior to the Retroactive Date in the Schedule.

Provided always that in the event of any Injury or Damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company cannot agree when the Injury or Damage occurred, then

- (a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such Injury;
- (b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.
- 10.9 For matter outside the scope of Public Liability Insurance Act, 1991.
- 10.10 Directly or indirectly caused by or arising from or in consequence of or attributable to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, 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), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, 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 for such purposes.

11. GENERAL CONDITIONS

11.1 The Insured shall give written notice to the Company as soon as reasonably practicable of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this policy and shall give all such additional information as the company may require. Every claim, writ, summons or process and all documents relating to such event shall be forwarded to the Company immediately as they are received by the Insured.



No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.

11.2 The Company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the company in the defence settlement or payment of any claim will reduce the Limits of Indemnity specified in the Schedule of the Policy.

In the event the Company, in its sole discretion, chooses to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, the company's liability or obligations under this policy beyond what the company's liability or obligations would have been had it not exercised its rights under this condition.

- 11.3 The Insured shall give all such information and assistance as the company may reasonably require.
- 11.4 The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this policy was effective, and the Company may amend the terms of this policy according to the materiality of such change.
- 11.5 The company may at any time pay to the Insured in connection with any claim or series of claims under this policy to which an Indemnity limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.
- 11.6 The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear. The terms, conditions and exclusions of this Policy (and any phrase or word contained therein) shall be interpreted in accordance with Indian Law.
- 11.7 The Insured shall keep accurate records of annual turnover which term shall include all leviable duties and at the time of renewal of Insurances declare such details as the company may require. The company shall at all reasonable time have free access to inspect such records.
- 11.8 If at the time of happening of any event resulting into a liability under this policy, there be any other public liability insurance or insurances effected by the Insured or by any other person 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 does not cover liability which at the time of happening of any event resulting into such liability, be Insured by or would, but for the existence of this policy, be Insured by, any other Policy (but not a Public Liability Policy) or Policies, except in respect



of any excess beyond the amount which could have been payable under such Policy / Polices, had this Insurance not been effected.

11.9 The Company may cancel this Policy by giving thirty days notice in writing of such cancellation to the Insured's last known address and in such an event the Company will return a pro-rata portion of the premium (subject to a minimum retention of 25 per cent of the annual premium) for the unexpired part of the Insurance.

The Policy may also be cancelled by the Insured by giving thirty days notice in writing to the company, in which event the Company will retain premium at short-period scale provided there is no claim under the policy during the Period of Insurance.

In case of any claim under the Policy no refund of premium shall be allowed.

- 11.10 The event of liability arising under the policy or the payment of claim under the policy, the Limit of Indemnity per any one-year under the Policy shall get reduced by the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances, it shall be permissible to reinstate the limit of indemnity to the original level, even on payment of extra premium.
- 11.11 It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured 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 court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 11.12 The Company shall not be liable to make any payment under this policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by Insured or by any person on behalf of the Insured and/ or if the insurance has been continued in consequence of any material misstatement or the non-disclosure of any material information by or on behalf of the Insured.
- 11.13 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 jurisdiction of any court of competent jurisdiction within India and to comply with all requirements necessary to give such court the jurisdiction. All matters arising hereunder shall be determined in accordance with the laws of India.

11.14 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.

11.15 Subrogation

In the event of any payment under this Policy, the Insurer 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 Insurers with whatever reasonable co-operation and assistance they might require.

However, it is specifically agreed that the Insurer 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) Insurers shall be reimbursed to the extent of any payment they have made under this Policy.
- (b) Insurers shall be reimbursed the actual costs and expenses they have incurred in pursuing the recovery.



(c) The Insured 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.

11.16 Notices And Alterations To The Policy

Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the nearest office of the Company. No receipt for renewal premium is valid except on the official form issued by the Company and no endorsement on this Policy or alteration in the terms thereof is valid unless countersigned by an authorized official of the Company or by an agent acting under Power of Attorney from the Company.

11.17 Duty Of Disclosure

This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact in the Proposal form, personal statement, declaration and connected documents, or any material information having been withheld.

11.18 Renewal Notice

The Company shall neither be bound to issue any renewal notice nor to accept renewal premium thereunder. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which the premium has been paid.

11.19 Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this policy, all benefits and rights under the Policy shall be forfeited.

11.20 Observance Of Terms And Conditions

The due observance of the terms of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said Proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy. If there shall be any mis-statement in or omissions of a material fact from the information supplied by the Insured whether by the said Proposal and declaration or otherwise, this Policy shall be null and void and any premium paid thereon shall be forfeited. No transfer in the interest in this Policy and no waiver of alterations to or change in the terms of this Policy shall be valid unless made in writing and signed by the Company.

11.21 Claim Settlement

The company will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the Company decides to reject a claim made under this policy, the Company shall do so within a period of thirty days



of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

11.22 Grievances

In case the Insured is aggrieved in any way, the Insured may contact Insurer at the specified address, during normal business hours. In case the Insured/Insured Person has not got his/her grievances redressed by the Company within 15 days, then he/she may approach the Insurance Ombudsman for the redressal of the same. A list containing the addressees of Offices of Ombudsman is attached to this Policy. Policy holder may also obtain copy of IRDA circular number 1385_GI-2002_ENG dated 26-04-2002, notification on Insurance Regulatory and Development Authority (Protection of policy holders' interests) Regulations, 2002.



Grievance Redressal Procedure

We assure the best customer service from our end to our valued Insured/Insured Person(s) and request you to adopt following procedure in case of any service related query or grievance.

You may communicate your query or grievances by sending a letter to below mentioned address or to your nearest branch or email at below mentioned email ID or by calling at our below mentioned call center number.

Customer Care	e Cell
Liberty Video	con General Insurance Company Limited
10 th Floor, Tov	wer A, Peninsula Business Park, Lower Parel, Mumbai
E-mail	:
Toll Free No	<u>-</u>

Please include your Policy number in all you communication with the Company. This will help us resolve the issue more efficiently.

If you are not satisfied with redressal of Your grievance, You may approach the nearest Insurance Ombudsman for resolution of Your grievance. The contact details of the Ombudsman offices are mentioned

Below:

Office of the	Contact Details	Areas of Jurisdiction
Ombudsman		
AHMEDABAD	Insurance Ombudsman, Office of the	Gujarat , UT of Dadra & Nagar Haveli,
	Insurance Ombudsman, 2nd Floor,	Daman and Diu
	Ambica House, Nr. C.U. Shah College,	
	Ashram Road, AHMEDABAD-380 014.	
	Tel.:- 079-27546840 Fax : 079-27546142	
	Email <u>ins.omb@rediffmail.com</u>	
BHOPAL	Insurance Ombudsman, Office of the	Madhya Pradesh & Chhattisgarh
	Insurance Ombudsman, Janak Vihar	
	Complex, 2 nd Floor, 6, Malviya Nagar,	
	Opp. Airtel, Near New Market,	
	BHOPAL(M.P.)-462 023. Tel.:- 0755-	
	2569201 Fax: 0755-2769203	
	Email <u>bimalokpalbhopal@airtelmail.in</u>	
BHUBANESHW	Insurance Ombudsman, Office of the	Orissa
AR	Insurance Ombudsman, 62, Forest Park,	
	BHUBANESHWAR-751 009. Tel.:- 0674-	
	2596455 Fax : 0674-2596429	
	Email <u>ioobbsr@dataone.in</u>	
CHANDIGARH	Insurance Ombudsman, Office of the	Punjab , Haryana, Himachal Pradesh,



	Insurance Ombudsman, S.C.O. No.101-	Jammu & Kashmir, UT of Chandigarh
	103, 2nd Floor, Batra Building. Sector 17-	, ,
	D, CHANDIGARH-160 017.	
	Tel.:- 0172-2706468 Fax : 0172-2708274	
	Email ombchd@yahoo.co.in	
CHENNAI	Shri V. Ramasaamy, Insurance	Tamil Nadu, UT–Pondicherry Town
	Ombudsman, Office of the Insurance	and Karaikal (which are part of UT of
	Ombudsman, Fathima Akhtar Court, 4th	Pondicherry)
	Floor, 453 (old 312), Anna Salai,	,
	Teynampet, CHENNAI-600 018. Tel.:-	
	044-24333668 /5284 Fax : 044-24333664	
	Email insombud@md4.vsnl.net.in	
NEW DELHI	Shri Surendra Pal Singh, Insurance	Delhi & Rajasthan
	Ombudsman, Office of the Insurance	,
	Ombudsman, 2/2 A, Universal Insurance	
	Bldg., Asaf Ali Road, NEW DELHI-110	
	002.	
	Tel.:- 011-23239633 Fax : 011-23230858	
	Email <u>iobdelraj@rediffmail.com</u>	
GUWAHATI	Shri Sarat Chandra Sarma, Insurance	Assam , Meghalaya, Manipur,
	Ombudsman, Office of the Insurance	Mizoram, Arunachal Pradesh,
	Ombudsman, "Jeevan Nivesh", 5th Floor,	Nagaland and Tripura
	Near Panbazar Overbridge, S.S. Road,	
	GUWAHATI-781 001 (ASSAM). Tel.:-	
	0361-2132204/5 Fax : 0361-2732937.	
	Email ombudsmanghy@rediffmail.com	
HYDERABAD	Shri K Chandrahas, Insurance	Andhra Pradesh, Karnataka and UT of
	Ombudsman, Office of the Insurance	Yanam – a part of the UT of
	Ombudsman, 6-2-46, 1st Floor, Moin	Pondicherry
	Court, A.C. Guards, Lakdi-Ka-Pool,	
	HYDERABAD-500 004. Tel : 040-	
	65504123 Fax: 040-23376599,	
	Email insombudhyd@gmail.com	
ERNAKULAM	Insurance Ombudsman, Office of the	Kerala , UT of (a) Lakshadweep ,
	Insurance Ombudsman, 2nd Floor, CC	(b) Mahe – a part of UT of
	27/2603, Pulinat Bldg., Opp. Cochin	Pondicherry
	Shipyard, M.G. Road, ERNAKULAM-682	
	015. Tel : 0484-2358759 Fax : 0484-	
	2359336.	
	Email iokochi@asianetindia.com	
KOLKATA	Ms. Manika Datta, Insurance Ombudsman,	
i	Office of the Insurance Ombudsman,	UT of Andeman & Nicobar Islands ,



	North British Bldg., 29, N.S. Road, 4 th	Sikkim
	Floor, KOLKATA-700 001. Tel : 033-	
	22134866 Fax : 033-22134868.	
	Email iombkol@vsnl.net	
LUCKNOW	Insurance Ombudsman, Office of the	Uttar Pradesh and Uttaranchal
	Insurance Ombudsman, Jeevan Bhawan,	
	Phase-2, 6 th Floor, Nawal Kishore Road,	
	Hazaratganj, LUCKNOW-226 001. Tel :	
	0522 -2231331 Fax : 0522-2231310	
	Email <u>insombudsman@rediffmail.com</u>	
MUMBAI	Shri S Viswanathan, Insurance	Maharashtra , Goa
	Ombudsman, Office of the Insurance	
	Ombudsman, 3rd Floor, Jeevan Seva	
	Annexe, S.V. Road, Santacruz(W),	
	MUMBAI-400 054. Tel : 022-26106928	
	Fax: 022-26106052	
	Email ombudsmanmumbai@gmail.com	

The updated grievances redressal procedure shall be provided on the website of the Company and is subject to change in compliance with guidelines/regulations issued by Insurance Regulatory and Development Authority.