

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

WHEREAS the Insured Owner carrying on the Business described in the Schedule has made to the Bajaj Allianz General Insurance Company Limited (hereinafter called the "Company") a proposal which it is agreed shall be the basis of this Policy and is incorporated herein and has paid the premium and statutory contribution towards the Environment Relief Fund as per the provisions of the Act and the Rules, the Company agrees subject to the terms, conditions, exceptions and exclusions contained herein to indemnify the Insured in terms of this Policy

1 OPERATIVE CLAUSE

The Company will indemnify the Insured Owner up to the Limit of Indemnity against his statutory liability arising out of any Accident due to the Insured Owner's Handling of Hazardous Substances as provided for under the Act and the Rules occurring during the Policy Period and notified in accordance with Condition 4.1.

2 DEFINITIONS

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and references to the male gender shall include references to the female gender wherever the context so permits:

- 2.1 "Act" means, unless expressly stated otherwise, the Public Liability Insurance Act 1991 as amended from time to time.
- 2.2 "Accident" means an accident involving a fortuitous sudden or unintentional occurrence whilst the Insured is 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.
- 2.3 "Collector" means the Collector referred to in the Act.
- 2.4 "Handling" in relation to any Hazardous Substance mean the manufacture, processing, treatment, package, storage, transportation by vehicle, use, collection, destruction, conversion, offering for sale, transfer or the like of such Hazardous Substance.
- 2.5 "Hazardous Substance" means any substance or preparation which is defined as a hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
- 2.6 "Insured Owner" means the person named in the Schedule who owns, or has control over the Handling any Hazardous Substance at the time of an Accident and includes:
 - 2.6.1 in the case of a firm any of its partners;
 - 2.6.2 in the case of an association, any of its members;
 - 2.6.3 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.
- 2.7 "Limit of Indemnity" means the amount stated in the Schedule.

- 2.8 "Policy" means the proposal, the Schedule, the Policy documents and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
- 2.9 "Policy Period" means the period between the commencement date and the effective date shown on the Schedule.
- 2.10 "Rules" means the Rules framed under the Act.
- 2.11 "Schedule" means the schedule attached to and forming part of this Policy.
- 2.12 "Turnover" means in respect of:
- 2.12.1 Manufacturing units, the annual gross sale of all goods including all levies and taxes;
- 2.12.2 Godowns/warehouse owners, the total annual rental receipts;
- 2.12.3 Transport operators, the total annual freight receipts;
- 2.12.4 Others, the total annual gross receipts.

3 EXCLUSIONS

This Policy shall not cover any liability for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- 3.1 The wilful or intentional non-compliance with any statutory provisions.
- 3.2 Fines, penalties, punitive and/ or exemplary damages.
- 3.3 Arising under any other statute except in so far as provided for in Section 8, Sub-sections (1) and (2) of the Act.
- 3.4 Damage to property owned, leased or hired by the Insured Owner or under hire purchase or on loan to the Insured Owner or in the Insured Owner's custody, care or control.
- 3.5 War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority, riot, strike, or terrorist activities.
- 3.6 Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 3.7 The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

If the Company asserts that by reason of these Exclusions any claim is not covered by this Policy, the burden of proving that such claim is covered shall be upon the Insured Owner.

4 CONDITIONS

4.1 Notification of Claims

It is a condition precedent to the Company's liability hereunder that the Insured Owner shall:

- 4.1.1 immediately and in any event within 14 days give written notice to the Company to the address shown in the Schedule of any claim made against the Insured Owner or any specific event or circumstance that may give rise to a claim, and
- 4.1.2 immediately, and in any event within 14 days of receipt by the Insured Owner, give to the Company copies of notice of applications forwarded by the Collector and all such additional information, documentation and assistance that the Company may require, and
- 4.1.3 not make any admission, offer, promise or payments or permit or cause to be made the same by anyone acting on the Insured Owner's behalf or with his consent, without the prior written approval of the Company.

4.2 **Maintenance of Records**

The Insured Owner shall keep and maintain records of annual Turnover and the Company shall at all reasonable times have the full right to call for and examine such records.

4.3 **Other Insurance**

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 be liable to pay or contribute no more than its rateable proportion of such liability.

4.4 **Cancellation**

This policy may be cancelled by:

- 4.4.1 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 as long as there has been no Accident during the Policy Period that may give rise to a claim, in which case no refund of premium shall be due;
- 4.4.2 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, as long as there has been no Accident during the Policy Period that may give rise to a claim, in which case no refund of premium shall be due.
- 4.4.3 In no event shall the Company repay to the Insured contributions made to the Environment Relief Fund.

4.5 **Fraud**

If the Insured Owner shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all claims or payments hereunder shall be forfeited.

4.6 **Arbitration and Reconciliation**

- 4.6.1 Any and all disputes or differences, which may arise under or in relation to this Policy, including its interpretation or the quantum of any Claim shall be referred to arbitration and to a sole arbitrator to be appointed in accordance with Arbitration and Conciliation Act, 1996, within a period of 30 days of either the Company or the Insured party giving notice in this regard.
- 4.6.2 The applicable law in and of the arbitration shall be the Indian law.

- 4.6.3 The expenses of the arbitrator shall be shared between the parties equally and such expenses along with all reasonable costs in the conduct of the arbitration shall be awarded by the arbitrator to the successful party, or where no party can be said to have been wholly successful, to such party, as substantially succeeded.
- 4.6.4 It is agreed condition precedent to any right of action or suit upon this Policy that an award by such arbitrator or arbitrators shall be first obtained.
- 4.6.5 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.

4.7 **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.

4.8 **Subrogation**

The Insured Owner 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 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.

4.9 **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.

4.10 **Entire Contract**

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy. No agent shall or has the authority to change in any respect whatsoever any term of this Policy or waive any of its provisions.

4.11 **Territorial Limits**

The Company's liability to make any payment shall be to make payment within India and in Indian Rupees only.

4.12 **Due Observance**

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured Owner shall be a condition precedent to the Company's liability under this Policy.