



PUBLIC LIABILITY (ACT) INSURANCE POLICY- **POLICY WORDING**

1. OPERATIVE CLAUSE

Whereas the Insured Owner, named in the Schedule hereto and carrying on business described in the said Schedule, has applied to UNIVERSAL SOMPO General Insurance Co. 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 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.

2. DEFINITIONS

- a) "Act" unless otherwise specifically mentioned shall mean the Public Liability Insurance Act, 1991 as amended from time to time.
- b) "Accident" is defined as an accident involving a fortuitous or 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 Gazette Notification issued by central government under PLI Act 1991 and as amended from time to time, and exceeding such quantity as may be specified.
- e) "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.
- f) "Turnover" shall mean –
 - i. Manufacturing units – Entire Annual Gross Sales Turnover including all levies and taxes of manufacturing units handling hazardous substances as defined in the Public Liability Insurance Act 1991.



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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 Public Liability Insurance Act, 1991
 - iii. Transport Operators – Annual freight receipts
 - iv. Others – Annual gross receipts
- g) ‘Vehicle’ means any mode of surface transport other than railways.

3. EXCLUSIONS

This Policy does not cover liability:

1. arising out of willful 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 is provided for in Section 8 Sub-Section (1) and (2) of the Act.
4. 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’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) ionizing radiations or contamination by radio activity 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 of any claim made against the Insured Owner or any specific event or circumstance that may give rise to a claim. The Insured 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.



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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 contributes more than its ratable 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 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.
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 and/or if the insurance has been continued in consequence of any material mis-statement or non-disclosure of any material information by or on behalf of the Insured. In such a case, if the Company pays any amount to the claimant due to any statutory provisions, such amount shall be recoverable from the Insured.
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. If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the 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 3 arbitrators, comprising of 2 arbitrators, 1 to be appointed by each of the parties to the dispute/difference and the 3rd arbitrator to be appointed by 2 such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the company has disputed or not accepted liability under or in respect of this policy. It is understood, however, that the Insured shall have the right at all times during currency of the Policy to communicate only, with



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the leading or issuing office in all matters pertaining to this insurance. Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

12. 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 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 any employee of the Insured unless the aforesaid payment has been caused by or contributed to in any way by the fraud, dishonesty or malicious intent 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:

- 12.1 The Company shall be reimbursed to the extent of any payment it has made under this Policy.
- 12.2 The Company shall be reimbursed for the actual costs and expenses it has incurred in pursuing the recovery.
- 12.3 The Insured shall be entitled to reimbursement in respect of its losses only after the payment of 12.1 and 12.2 and only to the extent of any recovered funds that might remain.

13. Notices and Claims

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to:

Universal Sompo General Insurance Co. Ltd.

Express IT Park, Plot No. EL - 94, T.T.C. Industrial Area, M.I.D.C., Mahape, Navi Mumbai-400710

Toll Free Numbers: 1-800-224030 (For MTNL/BSNL Users) or 1-800-2004030

Landline Numbers: (022)-27639800 or (022)39133700 (Local Charges Apply)

E-mail Address: contactus@universalsompo.com

Fax Numbers: (022)39171419

Note: Please include Your Policy number for any communication with us.

Claims Disclaimer In the unfortunate event of any loss or damage to the insured property resulting into a claim on this policy, please intimate the mishap IMMEDIATELY to our Call Centre at Toll Free Numbers on 1-800-2004030 (other users) or on chargeable numbers at (022)39133700. Please note that no delay should be allowed to occur in notifying a claim on the policy as the same may prejudice liability.

In case of any discrepancy, complaint or grievance, please feel free to contact us.



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Grievances

In case You are aggrieved in any way, You may register a grievance or Complaint by visiting Our website or write to us on contactus@universalsompo.com.

You may also contact the Branch from where You have bought the Policy or the Complaints Coordinator who can be reached at Our Registered Office.

You may also contact on Our –

Toll Free Numbers: 1 - 800 - 224030 (For MTNL/BSNL Users) or 1 - 800 – 2004030 or on chargeable numbers at +91-22-27639800/+91-22-39133700; and also send us fax at: (022) 39171419

- You can also visit Our Company website and click under links [Grievance Notification](#)
 - You can also send direct mail to the concerned authorities at- grievance@universalsompo.com
- If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of Your grievance.

The updated details are also available on: <http://www.gbic.co.in/ombudsman.html>

The details of Insurance Ombudsman are available below:

Office of the Ombudsman	Contact Details
AHMEDABAD	Office of the Insurance Ombudsman,6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road,Ahmedabad - 380001.Tel nos: 079-25501201/02/05/06 email: bimalokpal.ahmedabad@gbic.co.in
BHOPAL	Office of the Insurance Ombudsman,2nd Floor, Janak Vihar Complex, 6, Malviya Nagar,BHOPAL-462 003.Tel.:- 0755-2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in
BHUBANESHWAR	Office of the Insurance Ombudsman,62, Forest Park, BHUBANESHWAR-751 009.Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in
CHANDIGARH	Office of the Insurance Ombudsman, SCO No.101-103,2nd Floor, Batra Building, Sector 17-D,CHANDIGARH-160 017.Tel.:- 0172-2706468 /2772101 Fax : 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in
CHENNAI	Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312),Anna Salai, Teynampet,CHENNAI-600 018.Tel.:- 044-24333668 /24335284 Fax : 044-24333664 Email: bimalokpal.chennai@gbic.co.in
NEW DELHI	Office of the Insurance Ombudsman,2/2 A, Universal Insurance Bldg.,Asaf Ali Road,NEW DELHI-110 002.Tel.:- 011-23234057/23232037 Fax : 011-23230858 Email: bimalokpal.delhi@gbic.co.in
GUWAHATI	Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5th Floor, S.S. Road,GUWAHATI-781001. Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in
HYDERABAD	Office of the Insurance Ombudsman,6-2-46, 1st Floor, Moin Court, A.C.



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	Guards, Lakdi-Ka-Pool, HYDERABAD-500 004.Tel : 040-65504123 /23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@gbic.co.in
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in
KOLKATA	Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, C.R.Avenue, KOLKATA – 700 072 Tel No: 033- 22124339/22124346 Fax: 22124341 Email: bimalokpal.kolkata@gbic.co.in
LUCKNOW	Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226001. Tel : 0522 - 2231331 /223133 Fax: 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106960/26106552 Fax : 022-26106052 Email: bimalokpal.mumbai@gbic.co.in
JAIPUR	Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, JAIPUR – 302 005. Tel: 0141-2740363 Email: bimalokpal.jaipur@gbic.co.in
PUNE	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayanpet, PUNE – 411030. Tel: 020-32341320 Email: Bimalokpal.pune@gbic.co.in
BENGALURU	Office of the Insurance Ombudsman, 24th Main Road, Jeevan Soudha Bldg., JP Nagar, 1st Phase, Ground Floor BENGALURU – 560025. Tel No: 080-26652049/26652048 Email: bimalokpal.bengaluru@gbic.co.in
NOIDA	Office of the Insurance Ombudsman, 4th Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, NOIDA – 201301. Tel: 0120- 2514250/51/53 Email: bimalokpal.noida@gbic.co.in
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, PATNA – 800006 Tel No: 0612-2680952 Email id : bimalokpal.patna@gbic.co.in.

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