

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

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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 **Future Generali India 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:

"Act" means, unless expressly stated otherwise, the Public Liability Insurance Act 1991 as amended from time to time.

"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.

"Collector" means the Collector referred to in the Act.

"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.

"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.

"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:

- in the case of a firm any of its partners;
- in the case of an association, any of its members;
- 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.

"Limit of Indemnity" means the amount stated in the Schedule.

"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.

"Policy Period" means the period between the commencement date and the effective date shown on the Schedule.

"Rules" means the Rules framed under the Act.

"Schedule" means the schedule attached to and forming part of this Policy.

"Turnover" means in respect of:

- Manufacturing units, the annual gross sale of all goods including all levies and taxes;
- Godowns/warehouse owners, the total annual rental receipts;
- Transport operators, the total annual freight receipts;
- Others, the total annual gross receipts.

"Terrorist Act(s) means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist acts.

A terrorist act shall also include any act which is verified or recognized by any Government as an act of terrorism.

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:

1. The wilful or intentional non-compliance with any statutory provisions.
2. Fines, penalties, punitive and/ or exemplary damages.
3. Arising under any other statute except in so far as provided for in Section 8, Sub-sections (1) and (2) of the Act.
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.
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.
6. Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
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.

8. Liability arising out of, based upon or attributable to war, any act of war, civil war, invasion, insurrection, revolution, use of military power or usurpation of government of military power; or the intentional use of military force to intercept, prevent, or mitigate any known or suspected terrorist act; or any terrorist acts;

4. CONDITIONS

1. It is a condition precedent to the Company's liability hereunder that the Insured Owner shall:
 - immediately and in any event within 15 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
 - immediately, and in any event within 15 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
 - 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.



2. 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.
3. 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. 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 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;
 - 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.
 - In no event shall the Company repay to the Insured contributions made to the Environment Relief Fund.
5. 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.
6. 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.

The applicable law in and of the arbitration shall be the Indian law.

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.

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.

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.
7. 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.
8. 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.
9. 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.
10. 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.
11. The Company's liability to make any payment shall be to make payment within India and in Indian Rupees only.
12. 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.

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?

A "Grievance/Complaint" is defined as any communication that expresses dissatisfaction about an action or lack of action, about the standard service/deficiency of service from Future Generali or its intermediary or asks for remedial action.

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	www.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.

What do I do, if I am unhappy with the Resolution?

- You can write directly to our **Customer Service Cell at our Head office**:

	Customer Service Cell	Customer Service Cell, Future Generali India Insurance Company Ltd. Corporate & Registered Office:- 6th Floor, Tower 3, Indiabulls Finance Center, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013 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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How do I Escalate?

While we constantly endeavor 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 **IRDA (Insurance Regulatory and Development Authority)**.

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

Insurance Ombudsman:

If you are still not satisfied with the resolution to the complaint as provided by our **GRO**, you may approach the Insurance Ombudsman for a review. The Insurance Ombudsman is an organization that addresses grievances that are not settled to your satisfaction. You may reach the nearest insurance ombudsman office. The list of Insurance Ombudsman offices is as mentioned below.

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman Office of the Insurance Ombudsman 2nd Floor, Ambica House, Nr. C.U.Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014 Tel: 079-27545441/27546139 Fax: 079-27546142 E-mail: bimalokpal.ahmedabad@gbic.co.in	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Mangal Bldg., 2nd Floor, Behind Canara Mutual Bldgs., No.4, Residency Road, Bengaluru – 560 025. Tel.: 080 - 22222049 E-mail: bimalokpal.bengaluru@gbic.co.in	Karnataka
BHOPAL	Insurance Ombudsman Office of the Insurance Ombudsman Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL - 462 023 Tel: 0755-2569201/9202 Fax: 0755-2769203 E-mail: bimalokpal.bhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman Office of the Insurance Ombudsman 62, Forest Park, BHUBANESHWAR - 751 009 Tel: 0674-2596455/2596003 Fax: 0674-2596429 E-mail: bimalokpal.bhubaneswar@gbic.co.in	Orissa
CHANDIGARH	Insurance Ombudsman Office of the Insurance Ombudsman S.C.O. No.101 - 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017 Tel: 0172-2706468/2705861 Fax: 0172-2708274 E-mail: bimalokpal.chandigarh@gbic.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI	Insurance Ombudsman 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 E-mail: bimalokpal.chennai@gbic.co.in	Tamilnadu, UT- Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
DELHI	Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road, NEW DELHI - 110 002 Tel: 011-23237539/23232481 Fax: 011-23230858 E-mail: bimalokpal.delhi@gbic.co.in	Delhi
GUWAHATI	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5th floor Nr. Panbazar Overbridge, S.S. Road, GUWAHATI - 781 001 Tel:0361-2132204/5 Fax: 0361-2732937 E-mail: bimalokpal.guwahati@gbic.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Insurance Ombudsman 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@gbic.co.in	Andhra Pradesh, Telangana and UT of Yanam - a part of UT of Pondicherry
JAIPUR	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel : 0141-2740363 E-mail: bimalokpal.jaipur@gbic.co.in	Rajasthan
ERNAKULAM	Insurance Ombudsman Office of the Insurance Ombudsman 2nd Floor, CC 27/2603, Pullinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015 Tel: 0484-2358759/2359338 Fax: 0484-2359336 E-mail: bimalokpal.ernakulam@gbic.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry
KOLKATA	Insurance Ombudsman Office of the Insurance Ombudsman 4th Floor, Hindusthan Bldg., Annexe, 4, C.R.Avenue, KOLKATA - 700 072 Tel: 033-22124346 / (40) Fax: 033-22124341 E-mail : bimalokpal.kolkata@gbic.co.in	West Bengal, Sikkim and UT of Andaman & Nicobar Islands

LUCKNOW	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Road, Hazratganj, LUCKNOW - 226 001 Tel: 0522 -2231331/30 Fax: 0522-2231310 E-mail: bimalokpal.lucknow@gbic.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, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
MUMBAI	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Seva Annexe, 3rd Floor, S.V.Road, Santacruz (W), MUMBAI - 400 054 Tel: 022-26106928/26106552 Fax: 022-26106052 E-mail: bimalokpal.mumbai@gbic.co.in	Goa and Mumbai Metropolitan Region excluding Areas of Navi Mumbai & Thane
Noida	Insurance Ombudsman Office of the Insurance Ombudsman	Uttaranchal and the following Districts of U.P:- Agra, Aligarh, Bagpet, Bareilly, Bijnor, Budaun, Bulandshehar, Etah , Kanooj, Mainpuri, Mathura , Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
Patna	Insurance Ombudsman Office of the Insurance Ombudsman	Bihar and Jharkhand
Pune	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Darshan Bldg., 2nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel: 020-32341320 E-mail: bimalokpal.pune@gbic.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.irda.gov.in, on the website of General Insurance Council: www.generalinsurancecouncil.org.in, our website www.futuregenerali.in or from any of our offices.

I want to submit a REQUEST COMPLAINT SUGGESTION / FEEDBACK APPRECIATION

POLICY TYPE MOTOR HEALTH PERSONAL ACCIDENT OTHER _____

POLICY DETAILS POLICY NO CLAIM NO COVER NOTE HEALTH CARD EXISTING SERVICE REQUEST

CUSTOMER NAME _____ FIRST NAME _____ MIDDLE NAME _____ LAST NAME _____

ADDRESS _____

CITY _____ PIN CODE _____

TEL NO. _____ MOBILE NO. _____

Detailed description

_____ Customer's Signature _____ Date

You may submit the form to the Nearest Branch Office or mail it to our Customer Service Cell at:

Customer Service Cell
Future Generali India Insurance Company Ltd.
Corporate & Registered Office: - 6th Floor, Tower 3, Indiabulls Finance Centre, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013
Care Lines: 1800-220-233 / 1860-500-3333 / 022-6783 7800 Email: fgcare@futuregenerali.in Website: www.futuregenerali.in

Office Use Only: _____ Service / Case #

Comments:

