SURAKSHA AUR BHAROSA DONO

Public Liability Insurance Act Policy

POLICY WORDING

1. OPERATIVE CLAUSE

Upon receipt of written proposal & declaration along with premium from **the Insured** (as named

in the Schedule), **SBI General Insurance Company Limited** (hereafter referred to as **"the Company"**) agrees to indemnify the Insured as per the indemnity clause contained hereafter.

2. INDEMNITY CLAUSE

Subject to the terms, exclusions and conditions contained herein or otherwise endorsed hereon, the Company will indemnify the Insured against their legal liability to pay compensation for and/or arising out of accidents occurring during the currency of the Policy due to handling of hazardous substances as provided for in the Act as defined below, and the Rules framed there under. The indemnity only applies to claims, arising out of accident 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

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 "Complaint " or "Grievance" "Complaint" or "Grievance" means written expression (includes communication in the form of electronic mail or other electronic scripts) of dissatisfaction by a complainant with respect to solicitation or sale of an insurance policy or related services by insurer and /or by distribution channel.

3.4 "Distribution Channels" "Distribution Channels" include insurance agents and intermediaries or insurance intermediaries and any persons or entities authorised by the Authority to involve in sale and service of insurance policies

3.5 "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.

3.6 "Hazardous Substance" and group means any substance or preparation which is defined as hazardous substance under the Public Liability Insurance Act, 1991 and the Rules framed there under.

3.7 "Mis-selling" "Mis-selling" means sale or solicitation of policies by the insurer or through distribution channels, directly or indirectly by

a. exercising undue influence, use of dominance position or otherwise; or

b. making a false or misleading statement or misrepresenting the facts or benefits, or

c. concealing or omitting facts, features, benefits with respect to products, or

d. not taking reasonable care to ensure suitability of the policy to the policyholders.

3.8 "Owner" or "Insured" means a person who owns, or has control over handling of any hazardous substance at the time of accident and includes in the case of :

3.8.1 a firm, any of its partners

3.8.2 an association, any of its members, and

3.8.3 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.

3.9 "Period of Insurance" means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.

3.10 Proposal form "Proposal form" means a form to be filled in by the prospect in physical or electronic form, for furnishing the information including material information, if any, as required by the insurer in respect of a risk, in order to enable the insurer to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages, terms and conditions of the cover to be granted.

Explanation: (i) "Material Information" for the purpose of these regulations shall mean all important, essential and relevant information and documents explicitly sought by insurer in the proposal form.

(ii) The requirements of "disclosure of material information" regarding a proposal or policy, apply both to the insurer and the prospect.

3.11 "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 the Policy Schedule. Solicitation "Solicitation" means the act of approaching a prospect or a policyholder by an insurer or by a distribution channel with a view to persuade the prospect or a policyholder to purchase or to renew an insurance policy.

3.12 Salvage The amount that is assessed which the damaged asset will fetch in the open ,market. This amount is deducted from the claim amount.

3.13 "Turnover" shall mean in case of :

3.13.1 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.

3.13.2 Godowns/ Warehouse Owners – Total annual rental receipts of premises handling hazardous substance as defined in the Public Liability Insurance Act, 1991.

3.13.3 Transport Operators – Total annual freight receipts.

3.13.4 In all other cases – Total annual gross receipts.

3.14 Unfair trade practice "Unfair trade practice" shall have the meaning ascribed to such term in the Consumer Protection Act, 2019, as amended from time to time.

3.15 We, Us, Our, Insurer SBI General Insurance Company that has provided Insurance Cover under this Policy; of the Company.

3.16 You, Your, Insured The Insured Person/s, Company or other entity shown in the Policy Schedule who has/have purchased Insurance Cover under this Policy; of such Insured Person/s.

4. INDEMNITY TO OTHERS

The indemnity granted extends to the legal liability accruing to the:

4.1 Officials of the Insured in their business capacity arising out of the performance of their business or in their private capacity arising out of the temporary engagement of the Insured's employees;

4.2 Officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacities as such;

4.3 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, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

5. NOTIFICATION EXTENSION CLAUSE

Should the Assured notify the Company during the Period of Insurance in accordance with General Condition 14.1 of any specific event or circumstance which the Insured expects may give rise to a claim or claims which form the subject of indemnity by this Policy then acceptance of such notification means that Company will deal with such claim or claims as if they had first been made against the insured during the Period of Insurance.

6. EXTENDED REPORTING PERIOD

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 60 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 claims thereof 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.

The extended reporting period

a. does not extend the Policy period or change the scope of coverage provided.

b. does not reinstate or increase the Limit of Indemnity.

c. does not apply to claims that are covered under any subsequent insurance Insured purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

7. CROSS LIABILTY

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 Limit of Indemnity stated in the Schedule.

8. LIMIT OF INDEMNITY

Company's total liability to pay compensation, claimant's costs, fees and expenses and defence cost shall not exceed the Limit of Indemnity stated in the Schedule. Limit of Indemnity applies to any one claim or series of claims arising from one originating cause. Limit of Indemnity shall represent the total amount of Company's liability during the Policy period.

9. CLAIM SERIES CLAUSE

For the purpose of this Policy, where a series of and/or several bodily injuries and/or property damages are attributable directly or indirectly to the same cause, all such bodily injuries and/or property damages shall be added together and all such bodily injuries and/or property damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause, which are made later than 3 years after the first claim of the series.

10. COMPULSORY EXCESS

Compulsory excess will not be applicable under this insurance contract. It shall be considered as 'Nil'.

11. VOLUNTARY EXCESS:

Not Applicable under this insurance contract.

12. LIMITATION PERIOD

It is hereby 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.

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.

13. EXCLUSIONS

The Company shall not have any liability:

13.1 arising out of deliberate, wilful or intentional non-compliance of any statutory requirements and/or provisions;

13.2 arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages;

13.3 under any law or legislation except in so far as provided for in Section 8 (1) & 8 (2) of the Act;

13.4 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;

13.5 directly or indirectly caused by or contributed to by:

13.5.1 ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

13.5.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

13.6 with respect to damage to property owned, leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care, custody or control;

13.7 with respect to injury and/or damage occurring prior to the retroactive date as mentioned in the Schedule;

13.8 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

13.8.1 Injury shall be deemed to have occurred when the claimant first consulted a qualified medical

practitioner in respect of such injury;

13.8.2 Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.

13.9 In respect of losses/liability arising outside India.

13.10 For matter outside the scope of Public Liability Insurance Act, 1991.

14. GENERAL CONDITIONS

14.1 The Insured shall give written notice to the Company as soon as reasonably practicable, but not later than the expiry of Policy or applicable extended reporting period, 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 together with copies of documents received from the competent authority.

Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the Insured.

14.2 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.

14.3 The basis of assessment of claim shall be the award given by the appropriate authority under the Act.

14.4 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.

14.5 The Insured shall give all such information and assistance as the Company may reasonably require. The Insured shall at all times in addition to their obligations set out in General Condition 14.1. above provide such information to and co-operate with the Company or their appointed representative.

14.6 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.

14.7 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 and/or settlement being made, the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.

14.8 For the purpose of this Policy, where a series of and/or several bodily injuries and/or property damages are attributable directly or indirectly to the same cause, all such bodily injuries and/or property damages shall be added together and all such bodily injuries and/or property damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing.

14.9 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.

14.10 Where the premium is based on the Insured's estimates, the Insured shall keep accurate records and after expiry of the Period of Insurance declare as soon as possible such details as the Company require. The premium shall then be adjusted and any additional premium as the case may be collected from the Insured.

14.11 In 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 paid or to be paid in respect 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.

14.12 If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this Policy, in terms of the other clauses in the Policy documents, all benefits under the policy shall be forfeited, at the option of the Company.

14.13 No claim shall be payable under this policy unless the cause of action arises in India. All claims shall be payable in India in Indian Rupees only.

15. CANCELLATION

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 the pro-rata portion of the premium (subject to a minimum retention of 25 per cent of the annual premium) for the expired 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 as provided below and 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.

SHORT PERIOD PREMIUM SCALE

Period (Not exceeding)	Rate
1 Month	25% of the Annual rate
2 Months	35% of the Annual rate
3 Months	50% of the Annual rate
4 Months	60% of the Annual rate
6 Months	75% of the Annual rate
8 Months	85% of the Annual rate
Exceeding 8 Months	Full Annual Premium

16. REASONABLE CARE

The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable steps to prevent accidents and to comply with all statutory or other obligations and regulations imposed by any authority and shall maintain the premises and all ways, works, machinery and plant in sound condition. In the event of the discovery of any defect or danger the Insured

shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

a. Fraudulent/wilful act or misrepresentation of facts

The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf or if any loss destruction or damage be occasioned by the wilful act or with the connivance of the Insured to obtain any benefit

under this policy.

b. Contribution

If at the time of the happening of any loss or damage covered by this Policy, there shall be any Public Liability insurance or other insurance 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.

c. Subrogation

In the event of payment under this Policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the

Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

d. Policy Disputes

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 s to submit to the exclusive jurisdiction of the Courts of India and to comply with all requirements necessary ary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

e. Arbitration

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

TERRORISM EXCLUSION CLAUSE:

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes any loss of or damage to Property or legal liability arising directly or indirectly as a result of or in connection with Terrorism (including, without limitation, contemporaneous or ensuing loss or damage or legal liability caused by fire and/or looting and/or theft)

Definitions that apply for purpose of this exclusion:

Terrorism means any act or acts:

i. committed for, arises out of or relates to political, religious, ideological purposes and involves a violent act or the unlawful use of force or an unlawful act dangerous to human life or tangible property, and

ii. carried out by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), and

iii. appears to be intended to:

1. intimidate or coerce a civilian population, or
2. disrupt any segment of the economy of a Government, State or Country, or
3. overthrow, influence, or affect the conduct of any government de jure or de facto by intimidation or coercion, or
4. affect the conduct of a Government by mass destruction, assassination, kidnapping or hostage taking.

In any claim and in any action, suit or other proceedings to enforce a claim under this Policy, the burden of proving that such claim does not fall within the Terrorism Exclusion set out above shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

GRIEVANCE REDRESSAL MECHANISM

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

Stage 1

If you wish to register your grievances directly with us, you may write to us at head.customercare@sbigeneral.in or gro@sbigeneral.in or call our toll free number- 1800 102 1111. After examining the matter, final response would be conveyed within a period of 14 days from the date of receipt of your complaint. In our initial acknowledgement of receipt letter, we will provide the name and title of the person who is handling your Grievance. This person will have the authority necessary to investigate and resolve the Grievance.

Details of our Grievance Redressal Officer is mentioned on our website at https://www.sbigeneral.in/grievance-redressal

Note: The Company shall endeavour to maintain the regulatory TAT of 14 days in resolving your grievances.

Alternatively, you may Register your grievance with the regulator through Bima Bharosa which is a grievance redressal platform provided by the Insurance Regulatory and Development Authority of India (IRDAI). You may access the Bima Bharosa Portal using the following link: https://bimabharosa.irdai.gov.in/Home/Home

Stage 2: Escalation to Insurance Ombudsman

If you feel that the response to your Grievance was unsatisfactory, or if you believe your concerns have not been adequately addressed by the company, you may escalate the matter to the Insurance Ombudsman.

Submit your Grievance online:

https://www.cioins.co.in/Ombudsman