

## **Cholamandalam MS General Insurance Company Limited**

### **Public Liability Insurance Policy (Under Public Liability Act 1991)**

#### **1. OPERATIVE CLAUSE**

Whereas the Insured Owner named in the schedule hereto and carrying on business described in the said schedule has applied to the Cholamandalam 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 and statutory contribution towards the Environment Relief Fund as per the provisions of the Public Liability Insurance Act and the rules framed there under.

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"** 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.

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 Environment (Protection) Act, 1986, and exceeding such quantity as may be specified, by notification, by the Central Government;

e) **"Owner"** means a person who owns, or has control over handling any hazardous substance at the time of accident and includes:

in the case of a firm any of its partners;

in the case of an association, any of its members, and

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

- Manufacturing units-Annual Gross Sales of all goods including all levies and taxes
- Godowns/ warehouse owners-Total Annual rental receipts.
- Transport Operators-Total Annual freight receipts.
- Others-Total Annual gross receipts.

### 3. EXCLUSIONS:

This Policy does not cover liability:

- (1) arising out of wilful 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 provided for in Section 8 Sub Section (1) and (2) of the Act.
- (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.
- (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 radiation 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.

### 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 of any specific event or circumstance that may give rise to a claim. The Insured Owner shall immediately give to the Company copies of notice of applications forwarded by the Collector and all such additional information and or assistance that the company may require.
- (2) **Documents required for Claim processing:**
  - a. Claim form,
  - b. Detailed note on the event leading to the loss,
  - c. Any Legal notice / summon received from the aggrieved party,
  - d. Defence initiated from your end, if so what are the grounds,
  - e. KYC documents PAN, ROC certificate, Aadhar, GST Registration Cert Etc.,
  - f. What are the preventive measures initiated to avoid recurrence,
  - g. Any other Document
  - h. **Turn Around Time** for claims settlement is 7 Days from receipt of Award / Last Document
- (3) No admission, offer, promise or payments shall be made or given by or on behalf of the Insured owner under this policy without the written consent of the Company.
- (4) The Company shall not be liable for any claim for relief made after five years from the date of occurrence of the accident.
- (5) 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.
- (6) 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 contribute more than its ratable proportion of such liability.
- (7) **Multiple policies involving Bank or other lending or financing entity** - If at the time of any claim, in case there is more than one Insurance Policy issued to the insured covering the same risk, the insurer will not apply Contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.
- (8) **Cancellation -**
  - a. The insured can cancel the policy at any time during the term, by informing the Company. The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.
  - b. The company shall refund proportion premium for unexpired policy period, if the term of the policy is up to one year and there is no claim(s) made during the policy period.
- (9) 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 the practical purposes shall be deemed to have been abandoned and shall not thereafter be recoverable hereunder or be made the subject matter of any suit.

- (10) 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 Owner and/or if the insurance has been continued in consequence of any material misstatement or non disclosure of any material information by or on behalf of the Insured Owner. In such a case if the Company pays any amount to the claimant due to any statutory provision such amount shall be recoverable from the Insured Owner.
- (11) 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.
- (12) Any dispute regarding interpretation of the terms, conditions and exceptions of this Policy shall be determined in accordance with the law and practice of a court of competent jurisdiction within India.

#### 5. Mechanism for Grievance Redressal:

In case of any grievance the insured person may contact the company through

WEBSITE: [www.cholainsurance.com](http://www.cholainsurance.com)

Toll free: 1800 208 9100

E-MAIL: [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)

Courier: Manager, Grievance Cell,  
Chola MS General Insurance Company Limited,  
Hari Nivas Towers First Floor,  
#163, Thambu Chetty Street,  
Parry's Corner, Chennai - 600 001

#### Procedure of Grievance Redressal

- Please write to [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com) to register your complaint.
- On lodging the complaint, a complaint reference number will be provided. An acknowledgement will also be sent with the details of turnaround time for resolution and complaint registration details.
- In case you are not happy with the resolution provided or delay of greater than 7 working days, you may follow the below escalation matrix.

#### Escalation Matrix

- In case you are dissatisfied with the response or have not received a response, you may escalate the same to our Nodal Officer - [Nodaescalation@cholams.murugappa.com](mailto:Nodaescalation@cholams.murugappa.com) (Quoting the previous Service request number)
- In case you are still unhappy with the response or have not received a response within 7 working days, you may escalate the same to our Chief Grievance Officer - [GRO@cholams.murugappa.com](mailto:GRO@cholams.murugappa.com) (Quoting the previous Service request number)
- If after having followed the above steps and your issue still remain unresolved, you may approach the Insurance Ombudsman for Redressal. Login to <https://www.cioins.co.in/Ombudsman> to get details on Insurance Ombudsman Offices.

#### INFORMATION ABOUT US

Cholamandalam MS General Insurance company Limited  
HO: Dare House 2nd Floor, No. 2 NSC Bose Road, Chennai – 600 001.  
Toll Free : 1800 208 9100  
SMS: "CHOLA" TO 56677 \*(Premium SMS charges apply)  
Email –[customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)  
Web site: [www.cholainsurance.com](http://www.cholainsurance.com)

Sl.No	Office of Insurance Ombudsman	Address	E-mail	Landline Nos.
1	AHMEDABAD	Jeevan Prakash, 6th Floor, Near S.V.College	Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>	Tel.: 079 - 25501201
		Relief Road, Tilak Marg,		Tel.: 079 - 25501202
		Ahmedabad - 380 001. Gujarat		
2	BENGALURU	Jeevan Soudha Building, PID No. 57-27-N-19	Email: bimalokpal.bengaluru@cioins.co.in	Tel.: 080 - 26652048
		Ground Floor, 19/19, 24th Main Road,		Tel.: 080 - 26652049
		1st Phase, JP Nagar,		
		Bengaluru - 560 078.		
3	BHOPAL	LIC of India Zonal Office Bldg,	Email: bimalokpal.bhopal@cioins.co.in	Tel.: 0755 - 2769201
		1st Floor, South Wing, Jeevan Shiksha,		Tel.: 0755 - 2769202
		Opp. Gayatri Mandir		Tel: 0755 - 2769203
		60-B, Hoshangabad Road, Bhopal - 462011		
4	BHUBANESHWAR	62, Forest park,	Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>	Tel.: 0674 - 2596455
		Bhubaneswar - 751 009.		Tel: 0674 - 2596429 Tel: 0674 - 2596003 Tel: 0674 - 2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor, LIC of India Bldg,	Email: bimalokpal.chandigarh@cioins.co.in	Tel.: 0172 - 2706468
		SCO 20-27, Sector 17-A		Tel.: 0172 - 2707468
		Chandigarh – 160017		
6	CHENNAI	Fatima Akhtar Court, 4th Floor,	Email: bimalokpal.chennai@cioins.co.in	Tel.: 044 - 24333668
		453 (Old 312), Anna Salai, Teynampet,		Tel.: 044 - 24333678
		CHENNAI -600 018.		
7	DELHI	2/2 A, 1st Floor, Universal Insurance Building,	Email: bimalokpal.delhi@cioins.co.in	Tel.: 011 - 23232481
		Asaf Ali Road,		Tel.: 011 - 23213504
		New Delhi - 110 002.		Tel.: 011 - 46013992
8	GUWAHATI	Jeevan Nivesh Bldg,	Email: bimalokpal.guwahati@cioins.co.in	Tel.: 0361 - 2632204
		5th Floor, Near Pan Bazar,		Tel.: 0361 - 2632205
		S.S. Road, Guwahati – 781001		Tel.: 0361 - 2631307
9	HYDERABAD	6-2-46, 1st floor, "Main Court",	Email:	Tel.: 040 - 23312122

		Lane Opp. Hyundai Showroom,	bimalokpal.hyderabad@ci oins.co.in	Tel: 040 - 23376599
		A.C. Guards, Lakdi-Ka-Pool,		Tel: 040 - 23376991
		Hyderabad - 500 004.		Tel: 040 - 23328709
				Tel: 040 - 23325325
10	JAIPUR	Jeevan Nidhi - II, Ground Floor,	Email: bimalokpal.jaipur@cioins.c o.in	Tel.: 0141 - 2740363
		Bhawani Singh Road, Ambedkar Circle		
		Jaipur - 302 005.		
11	KOCHI	10th Floor, LIC Bldg, Jeevan Prakash	Email: bimalokpal.ernakulam@ci oins.co.in	Tel.: 0484 - 2358759
		Opp Maharaj College Ground		
		M.G.Road, Ernakulam		
		Kochi – 682011		
12	KOLKATA	7 <sup>th</sup> Floor of Hindustan Building (Annex), 4, CR Avenue, Kolkata-700 072,	Email: bimalokpal.kolkata@cioins .co.in	Tel.: 033 - 22124339
				Tel: 033 - 22124341
13	LUCKNOW	Jeevan Bhawan, Phase-II,	Email: bimalokpal.lucknow@cioin s.co.in	Tel.: 0522 - 4002082
		6th Floor, Nawal Kishore Road, Hazratganj, Lucknow - 226001		Tel: 0522 - 3500613
14	MUMBAI	3rd Floor, Jeevan Seva Annexe,	Email: bimalokpal.mumbai@cioin s.co.in	Tel.: 022-69038800
		S. V. Road, Santacruz West,		Tel.: 022-69038833
		Mumbai - 400 054.		
15	NOIDA	Bhagwan Sahai Palace	Email: bimalokpal.noida@cioins.c o.in	Tel.: 0120-2514252
		4th Floor, Main Road,		Tel.: 0120-2514253
		Naya Bans, Sector 15, Noida-201301		
		Dist: GB Nagar, Uttar Pradesh		
16	PATNA	2nd Flood, North Wing, Lalit Bhawan,	Email: bimalokpal.patna@cioins.c o.in	Tel.: 0612-2547068
		Bailey Road, Patna - 800 001		
17	PUNE	3 <sup>rd</sup> Floor, Jeevan Darshan,	Email: bimalokpal.pune@cioins.c o.in	Tel: 020-24471175
		LIC of India Bldg,		
		N.C. Kelkar Road, Narayan Peth,		
		Pune- 411 030.		