

Liability Insurance (Under Public Liability Insurance Act 1991)

Why Liability Insurance?

Liability Insurance is available to protect you against liability arising out of any accident affecting any person(s) occurring while handling hazardous substances as listed in the Gazette notification issued under the PLI Act 1991.

The Public Liability Act, 1991 was made effective from 01.04.1991 to provide through insurance, immediate relief, by you who control or handle hazardous chemicals, to persons affected due to accident due to handling of such hazardous substances on 'No Fault Liability' basis.

What is Covered?

The Policy covers your statutory liability arising out of accidents occurring during the currency of the Policy due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.

In case you own or have control over handling any hazardous substance, you can take this Policy. This Policy extends coverage:

- ▶ in the case of your firm to any of the partners;
- ▶ in the case of your association, to any of the members; and
- ▶ in the case of your company, to any of its directors, managers, secretaries or other officers who is/are directly in charge of, and is/are responsible to the company for the conduct of the business of the company.

What is Not Covered?

Please note that this Policy does not cover liability:

- ▶ arising out of willful or intentional non compliance of any statutory provisions;
- ▶ in respect of fines, penalties, punitive and/or exemplary damages;
- ▶ arising under any other legislation except in so far as provided for in Section 8 Sub Section (1) and (2) of the Act;
- ▶ in respect of damage to property owned, leased or hired or under hire purchase or on loan to you or otherwise in your control, care or custody;
- ▶ 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;
- ▶ directly or indirectly caused by or contributed to by:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.



Conditions to be Fulfilled

You are required to keep a 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.

What to Do in the Event of a Claim?

- ▶ Ensure first-aid/medical help for the injured persons
 - ▶ Inform incident to public authorities immediately
 - ▶ Inform incident to us as soon as possible. You will be provided with advice on the procedure to follow. You may:
 - call Raheja QBE Call Centre on Toll Free No: 1800-102-7723; or
 - notify claim by email to claims@rahejaqbe.com; or
 - report claim on Raheja QBE's Website: www.rahejaqbe.com; or
 - send Letter or Fax to Raheja QBE office
 - ▶ Please furnish required documents and any clarifications that may be sought
- If in doubt at any point in time, please call us for advice.

What You Must Not Do in the Event of a Claim?

You must not:

- ▶ admit liability if an incident occurs which is likely to result in someone claiming against you;
- ▶ make any admission of guilt or promise or offer of payment in connection with any such claim, unless we first agree in writing. This applies to you or any other person making a claim under this Policy.

Dispute Resolution

Raheja QBE will take all steps to settle your claim in accordance with policy terms and conditions. However, since the policy does not cover all eventualities, there may be disagreement between us about the Policy.

For resolution of such disputes Raheja QBE has developed an elaborate Grievance Redressal mechanism.

At your request, the claim will be considered afresh by the Grievance Committee of Raheja QBE. If you are not satisfied with the decision of the Grievance Committee you may refer your case to the Insurance Ombudsman. Please call Raheja QBE offices to ascertain if you are eligible for such a reference.

Product Information Statement

This Product Information Statement is intended to facilitate an easier understanding of the policy terms, conditions and exclusions. It only gives a summary of the significant benefits and risks associated with this product. The Policy represents the legal contract between yourself and Raheja QBE General Insurance Co. Ltd. and should be seen for complete details.

If you need any clarification on coverage please call your nearest Raheja QBE office or your insurance advisor.



RAHEJA QBE GENERAL INSURANCE COMPANY LIMITED

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Important Note:

The details furnished above are only a summary of product features and do not describe the entire terms, conditions and exclusions on the Policy. For further details or clarifications on the Policy contact Raheja QBE officials or your insurance advisor. We shall be pleased to furnish further details.

Insurance is the subject matter of solicitation.