

PUBLIC LIABILITY (ACT) INSURANCE

PROSPECTUS (RETAIL)

Introduction

The Public Liability Insurance Act was passed with an objective of protecting the interest of members of public who get affected due to accidents which take place in such undertakings and industrial units. This Act provides for mandatory Public Liability Insurance for industries involved in manufacture, storage, transportation and use of hazardous substances as defined in the Environmental Protection Act, 1986 and exceeding the minimum quantity as specified by notification by the Central Government. The mandatory Public Liability Insurance has been based on the principle of “no fault” liability as it is limited to only relief on a limited scale. However availability of immediate relief does not prevent the victims to go to courts for claiming larger compensation.

Thus the Public Liability Insurance Act, 1991 (and subsequent amendments) imposes no fault liability i.e. irrespective of wrongful act, neglect or default on the owner to pay relief in the event of (a) death of or injury to any person, or (b) damage to property of any person arising out of an accident while handling any hazardous substance.

Who can take this insurance?

A person who owns or has control over handling any hazardous substance at the time of accident and includes:

1. in the case of a firm any of its partners
2. in the case of an association, any of its members,
3. 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.

What the Policy does not cover?

This policy does not cover liability:

- 1) any accident not covered under the Act.
- 2) arising out of wilful or intentional non-compliance of any Statutory Provisions
- 3) in respect of fines, penalties, punitive and/or exemplary damages
- 4) arising under any other legislation except in so far as is provided for in section 8 sub-section (1) and (2) of the Act.
- 5) 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 Owner’s control, care or custody.

- 6) 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.
- 7) directly or indirectly caused by or contributed to by
 - (a) ionising 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.

What is the Sum Insured?

In Public Liability Policy, the sum insured is referred to as Limit of Indemnity. This limit is fixed per accident and per policy period which is called Any One Accident (AOA) limit and Any One Year (AOY) limit respectively. As per Public Liability Insurance Act 1991, the AOA limit should represent the paid up capital of the company subject to maximum of Rs.5 crores. The AOY limit is fixed at 3 times the AOA limit (Max.Rs.15 Crores)

TERRITORIAL LIMITS

The Company's liability to make any payment shall be to make payment within India and in Indian Rupees only.

What to Do in Event of a Claim?

- Ensure safety of employees.
- Initiate Loss minimization measures.
- Inform incident to Public Authorities if required.
- Call Zurich Kotak GIC Call Centre on Toll Free No: 1800-266-4545 OR
- Send Letter or Fax to Zurich Kotak GIC corporate office
- Email us at care@zurichkotak.com
- Zurich Kotak GIC will depute an IRDAI licensed surveyor to attend to the loss
- Please provide necessary assistance to surveyor or company officials for finalization of loss.
- Please furnish required documents and any clarifications that may be sought.

Turn Around Time (TAT) for claims settlement

Appointment of surveyor	Within 24 hours of reporting of claim
Submission of final survey report	Within 15 days of allocation
Settlement of claims	Within 7 days of receipt of the survey report or after expiry of 15 days from allocation of the claim to the surveyor whichever is earlier*

**This timeline will apply where surveyors are appointed*

What are the terms of Cancellation?

The insured can cancel the policy at any time during the term, without assigning any reason, by giving notice in writing to the Company

The Company shall-

- Refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.
- Refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.

Grievance

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free number 1800 266 4545 or may write an e- mail at care@zurichkotak.com.

In case the Insured is not satisfied with the response, Insured may contact the Grievance Officer of the Company at grievanceofficer@zurichkotak.com. In case if the Insured is not satisfied with the solution the Grievance Officer has provided, Insured can write to seniorgrievanceofficer@zurichkotak.com/ chiefgrievanceofficer@zurichkotak.com.

However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal: <https://bimabharosa.irdai.gov.in>. You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman is available at Annexure I of Policy wordings.

The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at Company's website: www.zurichkotak.com

The updated details of Insurance Ombudsman offices are also available on the website of Council for Insurance Ombudsmen www.cioins.co.in/Ombudsman.

Duty of Disclosure:

We rely on information that you provide while accepting your proposal for insurance cover. If that information is not accurate, we can reduce or deny any claim you may make or cancel your policy. We never want to have to do that, so you must answer honestly, correctly and completely the questions asked.

Obligations of the Policyholder:

- Insured should disclose all material information correctly at time of filling the proposal form
- In case of any change / modification / addition to the already declared information, Insured should immediately bring it to Company's notice
- Disclosure of other material information during the policy period.
- Non-disclosure of material information may affect the claim settlement.

The Policy schedule and policy wording is provided on the basis of the duly filled signed, dated and stamped proposal form provided by the Insured. Any deviation may affect the claim settlement.

Note:

For detailed Coverage, Exclusions, Conditions etc., it is recommended to go through the Specimen copy of the Policy Wording which can be collected from any of our branch or downloaded from company web site.

**STATUTORY WARNING - PROHIBITION OF REBATES
(Under Section 41 of Insurance Act 1938)**

- 1) No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property, in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the Insurer.
- 2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees