

## **PUBLIC LIABILITY ACT INSURANCE**

### **POLICY WORDINGS**

#### **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 Future Generali India 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) 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.

### **4. CONDITIONS:**

- (1) The Insured owner shall give written notice to the Company as soon as reasonably practicable and in any event within 15 days 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) 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.
- (3) The Company shall not be liable for any claim for relief made after five years from the date of occurrence of the accident.
- (4) 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.

(5) 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 rateable proportion of such liability.

**(6) Cancellation**

**Cancellation of policy by the Insurer:**

The Company may at any time cancel the Policy and wherever applicable, the certificate of insurance, on the ground of established fraud and no refund of premium will be made. In case of each such cancellation, the Company shall serve a written notice to the Insured and, wherever applicable, to the Beneficiary, of at least seven (7) calendar days.

**Cancellation of policy by the Insured:**

The Insured can cancel the insurance cover at any time during the Policy Period by serving a written notice to the Company, with or without citing the cause/reason.

**Refund of premium will apply in the following manner:**

1. If the Policy Period is upto one (1) year and no claim has been made till the date of cancellation request, Proportionate premium will be refunded for the unexpired period.
2. If the Policy Period is more than one (1) year and no claim has been made till the date of cancellation request, Proportionate premium will be refunded for the unexpired period.

(7) 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.

(8) 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.

(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 assigned in the Act and the Rules framed thereunder or this Policy shall bear such specific meaning.

(10) 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. Subrogation**

In the event of any payment under this Policy, the Company shall be subrogated to all of the Insured's rights of recovery to the extent of such payments against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights and ensure that nothing is done to prejudice such rights and provide the Company with whatever reasonable co-operation and assistance they might require.

However, it is specifically agreed that the Company will not exercise its rights of subrogation against an employee of the Insured unless the aforesaid payment has been caused by or contributed to in any way by the fraud or dishonesty of any such employee.

In the event of any recovery being made, it is specifically understood that the recovered funds shall be applied in the following order:

- (a). Company shall be reimbursed to the extent of any payment they have made under this Policy.
  - (b). Company shall be reimbursed the actual costs and expenses they have incurred in pursuing the recovery.
  - (c). The Company shall be entitled to reimbursement in respect of its losses only after the payment of (a) and
- (b) and only to the extent of any recovered funds that might remain.

## **REDRESSAL OF GRIEVANCE**

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

Website: <https://general.futuregenerali.in/> Toll Free: 1800-220-233 / 1860-500-3333 / 022-67837800

Email: [Fgcare@futuregenerali.in](mailto:Fgcare@futuregenerali.in)

Courier: Grievance Redressal Cell, Future Generali India Insurance Company Ltd. Lodha I –Think Techno Campus, B Wing –2nd Floor, Pokhran Road –2, Off Eastern Express Highway Behind TCS, Thane West – 400607

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at [fggro@futuregenerali.in](mailto:fggro@futuregenerali.in) or call at: 7900197777

For updated details of grievance officer, kindly refer the link <https://general.futuregenerali.in/customer-service/grievance-redressal>

If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Kindly refer the annexure on Grievance Redressal Procedures.

Grievance may also be lodged at IRDAI Bima Bharosa (an Integrated Grievance Management System) - <https://bimabharosa.irdai.gov.in/>

# GRIEVANCE REDRESSAL PROCEDURE

Dear Customer,

At Future Generali, we continuously strive for service excellence to give you exceptional customer experience. This helps us build trust and long-term relationship with you.

We request you to read the policy document including the terms and conditions carefully. This will help you understand your plan and drive maximum benefits. We want to ensure the plan is working for you and welcome your feedback.

### What is a grievance?

“Complaint” or “Grievance” means expression (includes communication in the form of electronic mail or other electronic scripts, Inbound Call, SMS, Letter), of dissatisfaction by a complainant with insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities about an action or lack of action about the standard of service or deficiency of service of such insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities.

- ▶ Explanation: An inquiry/ query or request does not fall within the definition of the 'complaint' or 'grievance'.
- ▶ Complainant means a policyholder or prospect or any beneficiary of an insurance policy who has filed a complaint or grievance against an insurer or a distribution channel.

We are always here for your help. You may use any of the following channels to reach us-

Helpline	Website	Email	Branch GRO	Complaint form
Call us on 1800 220 233/ 1860 500 3333/ 022-67837800	<a href="#">Click here</a> to know more	Write to us at <a href="mailto:fgcare@futuregenerali.in">fgcare@futuregenerali.in</a>	<a href="#">Click here</a> to know your nearest branch.	<a href="#">Click here</a> to raise a complaint

### By when will my grievance be resolved?

- ▶ You will receive grievance acknowledgement from us within 3 business days for your complaint.
- ▶ Final resolution will be shared with you within 2 weeks of receiving your complaint.
- ▶ Your complaint will be considered as closed if we do not receive any reply from you within 8 weeks from the date of receipt of response.

### How do I escalate my complaint if I don't receive a response on time?

- ▶ You may write to our Grievance Redressal Office at [fggro@futuregenerali.in](mailto:fggro@futuregenerali.in)
- ▶ You may send a physical letter to our Grievance Redressal Cell, Head Office at the below address-

**Future Generali India Insurance Company Ltd.**  
Lodha I – Think Techno Campus, B Wing – 2nd Floor, Pokhran Road – 2,  
Off Eastern Express Highway Behind TCS, Thane West – 400607

## GRIEVANCE REDRESSAL PROCEDURE

### What if I am not able to register my grievance?

You can comfortably raise a grievance via any of the above-mentioned avenues. If you face any challenge, you may write to the provided email IDs for help.

If you still face any challenge, you may use any of the below options to raise a complaint with the Insurance Regulatory and Development Authority (IRDAI)-

- ▶ Call toll-free number **155255**
- ▶ **Click here** to register complaint online

### Is there any special provision for senior citizen to raise grievance?

We understand our customers and their needs. Thus, have a separate channel to address the grievances of senior citizens. The concerns will be addressed to the senior citizen's channel ([care.assure@futuregenerali.in](mailto:care.assure@futuregenerali.in)) as complaints for faster attention or speedy disposal of grievance, if any.

### Insurance Ombudsman:

If you are still dissatisfied with the resolution provided, you may opt to approach the Office of the Insurance Ombudsman, provided the same is under their purview.

[Click here](#) to know the guidelines for taking up a complaint with the Insurance Ombudsman.

In case you wish to send your complaint to insurance ombudsman.

[Click here](#) to access the list of insurance ombudsman offices.