

PUBLIC LIABILITY (INDUSTRIAL & STORAGE RISKS) INSURANCE POLICY

ADD-ON WORDINGS

1. Pollution Cover

Policies shall not include cover for pollution risks unless otherwise specifically included by endorsement and additional premium payable thereof.

Pollution Cover, wherever opted, shall be subject to the following conditions:

- a. The Insured shall submit additional information as per questionnaire appended to the Proposal Form.
- b. The Insured shall furnish a Certificate/consent letter from the Pollution Control Board granting permission to carry on their activities.

However, if the Insured have approached the Authorities concerned for issuance of or renewal of consent orders and if the Insurance Company is satisfied that the Insured have complied with the necessary statutory regulations for enabling the Authorities concerned to issue such certificates, the Pollution Extension Cover may be granted, subject to Inspection of the risk by the Company's Engineer and his recommendation.

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2. Transportation Cover

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium Rs.-----, it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the Insured for death or bodily injury or loss of or damage to or loss of use of property arising out of accident directly caused by materials/dangerous or hazardous substances as per list submitted to the company whilst being transported by rail/road/pipeline and claims made during the policy period subject to limit of indemnity not exceeding the following which shall form part of the overall limit of indemnity as mentioned in the Schedule of the Policy.

Any One Accident : Rs

Aggregate during the Policy Period : Rs

It is expressly agreed and understood that the cover granted under the endorsement shall not include pollution risk, howsoever caused unless specifically covered by attaching an appropriate clause.

Provided always that the statutory provisions as may be in force from time to time for carriage of dangerous/hazardous substances are complied with.

Also provided always that all other terms, conditions, provisos and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

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3. COVER FOR STORAGE RISKS VIZ. DEPOTS, WAREHOUSES, GODOWNS, TANK FARMS ETC.

If only Depots, Warehouses, Storage Godowns, Tank Farms etc. are to be covered, premium shall be charged as prescribed in Rating Schedule of this Manual.

The turnover for the purpose of Premium rating shall be taken as per the total gross value of the goods stored inclusive of all taxes, levies etc. in the Depots, Warehouses, Storage godowns, Tank Farms etc. during the previous year or the projection for the current year whichever is higher.

However, this cover cannot be granted if the Depots, Warehouses etc. are of multiple occupancy.

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4. COVER FOR ACTS OF GOD

This policy is extended to cover the loss or damage to third party (public) directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood, Inundation, Subsidence and Landslide including Rockslide and Earthquake (Fire and Shock).

This is subject to appropriate premium being paid.

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5. Coverage of Discharge of Treated Effluents through Pipelines

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium of Rs.

_____ it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the Insured for death or bodily injury or loss of or damage to or loss of use of property arising out of accident directly caused by treated effluents whilst being carried by pipe lines outside the premises insured to the discharge point as declared to the Company and claims made during the policy period.

It is expressly agreed and understood that the cover granted under the endorsement shall not include pollution risk, howsoever caused, unless specifically covered by attaching an appropriate clause.

Provided always that the statutory provisions as may be in force from time to time for treatment and discharge of effluents are complied with.

Also provided always that all other terms, conditions provisions and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

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6. Inclusion Of Technical Collaborators Liability

NOTWITHSTANDING anything herein contained to contrary and in the consideration of an additional premium of Rs. -----It is agreed that this policy is extended to include the legal liability of _____ (hereunder referred to as the Collaborator) with respect to the Technical Collaboration Agreement between the named Insured and the Collaborator. The declarations, insuring agreements, all definitions, exclusions, terms, conditions and limit of indemnity of this policy otherwise remain unchanged.

No claim shall be payable under this policy unless the cause of action arises in India and the liability to pay claim is established against the Insured in an Indian Court. It is further agreed and understood that only Indian Law shall be applicable to actions brought in India.

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7. Industrial Seepage, Pollution and Contamination

This insurance does not cover any Liability for :

- a. Death or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for death or bodily injury or loss of physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening which takes place in its entirety at a specific time and place during the Policy period.
- b. The reasonable cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening which takes place in its entirety at a specific time and place during the Policy period whether a claim has been made or not against the insured.

c. Fines, penalties, punitive or exemplary damage.

This clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached, except in so far as detailed herein.

This endorsement is granted in consideration of additional premium of Rs.-----subject to the terms, exceptions, conditions and limitations of the within mentioned policy.

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