

**Pollution Legal Liability Insurance****Table of Contents**

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## **ENVIRONMENT PROTECT PROJECT**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the word "Company" refers to the insurer named in the policy schedule.

Words and phrases that appear in bold type have specific meaning. Refer to the section titled –

**DEFINITIONS.** Many of the coverages contain claims-made and reported requirements. This policy provides defense within limits coverage.

In consideration of the payment of premium, in reliance upon the information supplied to the Company made a part hereof, subject to all of the terms of this policy including the applicable Limit of Indemnity, the Company agrees with the named insured as follows:

Only those coverage sections indicated on the policy schedule are applicable.

## **INSURING AGREEMENT**

### **A. Own site Clean-up Costs**

The Company will pay on behalf of the insured, clean-up costs resulting from a pollution condition on or under the insured's own site provided:

1. The discovery of the pollution condition is first made during the period of insurance and reported to the Company as soon as possible during the period of insurance; or
2. The insured is legally obligated to pay as a result of a claim for clean-up costs resulting from a pollution condition, that first commenced on or after the Retroactive Date shown in the policy schedule, and such claim is first made against the insured and reported to the Company during the period of insurance, or any extended reporting period, if applicable.

### **B. Off site Clean-up Costs**

The Company will pay on behalf of the insured, clean-up costs resulting from a pollution condition migrating from and beyond the boundaries of the insured's own site provided the insured is legally obligated to pay as a result of a claim for clean-up costs resulting from a pollution condition, that first commenced on or after the Retroactive Date shown in the policy schedule, and such claim is first made against the insured and reported to the Company during the period of insurance, or any extended reporting period, if applicable.

### **C. Third Party Claims for Bodily Injury or Property Damage**

The Company will pay on behalf of the insured, loss that the insured becomes legally obligated to pay as a result of a claim for bodily injury or property damage resulting from a pollution condition on, under or migrating from or through the insured's own site, that first commenced on or after the Retroactive Date shown in the policy schedule, provided such claim is first made against the insured and reported to the

Company during the period of insurance, or any extended reporting period, if applicable.

### **D. Emergency Response Costs**

The Company will pay on behalf of the insured, emergency response costs incurred by or on behalf of the insured in response to a pollution condition or an imminent and substantial threat to human health or the environment, that first commenced on or after the Retroactive Date shown in the policy schedule, provided the emergency response costs be incurred within seventy-two (72) hours of the commencement of such pollution conditions, and reported to the Company within ten (10) days of the commencement of such pollution conditions.

### **E. Transportation**

The Company will pay on behalf of the insured, loss that the insured becomes legally obligated to pay as a result of a claim for bodily injury, property damage, or clean-up costs resulting from a pollution condition, that first commenced on or after the Retroactive Date shown in the policy schedule, caused by transportation, provided such claim is first made against the insured and reported to the Company during the period of insurance, or any extended reporting period, if applicable.

### **F. Non-owned locations**

The Company will pay on behalf of the insured, loss that the insured becomes legally obligated to pay as a result of a claim for bodily injury, property damage, or clean-up costs resulting from a pollution condition on, under or migrating from non-owned locations, that first commenced on or after the Retroactive Date shown in the policy schedule, provided such claim is first made against the insured and reported to the Company during the period of insurance, or any extended reporting period, if applicable.

### **G. Covered operations**

The Company will pay on behalf of the insured, loss that the insured becomes legally obligated to pay as a result of a claim for bodily injury, property damage, or clean-up costs resulting from a pollution condition caused by covered operations, that first commenced on or after the Retroactive Date shown in the policy schedule, provided such claim is first made against the insured and reported to the Company during the period of insurance, or any extended reporting period, if applicable.

### **H. Business Interruption**

The Company will pay the named insured's business interruption expense and extra expense during the interruption period, caused directly by a pollution condition on or under the insured's own site, that first commenced on or after the Retroactive Date shown in the policy schedule, provided:

1. Such pollution condition results in clean-up costs

- covered under this policy; and
2. The discovery of the pollution condition is first made during the period of insurance and reported to the Company during the period of insurance.

## DEFENSE

### A. Defense

The Company has the right and the duty to defend the insured against a claim to which this insurance applies. The Company does not have the duty to defend the insured against any claim to which this insurance does not apply. The Company will not be obligated to defend the insured once the applicable Limit of Indemnity has been exhausted as provided in Section 3 of this policy.

Upon the insured's satisfaction of any applicable Deductible amount, defense costs, charges and expenses will be paid by the Company and such payments will be included as loss and reduce the available Limit of Indemnity. With respect to any such claim being defended by the Company, the Company will pay all reasonable expenses incurred by the insured at the Company's request to assist in the investigation or defense of the claim, including actual loss of earnings up to INRXXXXXX a day because of time off from work subject to an aggregate limit of INRXXXXXX for such expenses.

### B. Consent to Settle

The Company will not settle any claim without the consent of the insured against whom the claim is made. However, if the insured refuses to consent to any settlement recommended by the Company, the Company's duty to defend the insured will then cease and the Company's liability for loss will not exceed the amount for which the claim could have been settled, less the Deductible or the outstanding balance of the Deductible.

If the insured and the Company jointly agree to use mediation as a means to resolve a claim made against the insured, and if such claim is resolved as a direct result of the mediation, the insured's Deductible obligation will be reduced by 50%, up to a maximum of INRXX,XXX. The Company will reimburse the insured for any such reimbursable Deductible payment made prior to the mediation as soon as practicable following the end of mediation.

### C. Independent Counsel

In the event the insured is entitled by law to select independent counsel at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to that counsel are limited to the rates the Company would pay to counsel the Company would have retained in the defense of similar claims in the community where the claim arose or is being defended. Such independent counsel must also meet minimum qualifications with respect to competency and experience in defending claims similar to the one pending against the insured, in accordance with

standards which the Company deem appropriate.

## LIMIT OF INDEMNITY AND DEDUCTIBLE

Regardless of the number of insureds, claims, claimants, pollution conditions, or emergency response costs, the following Limit of Indemnity apply:

### A. Policy Aggregate Limit

The policy aggregate limit as stated in the policy schedule is the most the Company will pay for all loss under Insuring Agreements A through B covered under this policy.

### B. Coverage Limit

Subject to the policy aggregate limit

1. the Company's total liability for all loss under each Coverage in Insuring Agreements A through G, will not exceed the Coverage Section Aggregate Limit applicable to that particular coverage section; and
2. The Company's total liability for all business interruption expense and extra expense covered under Insuring Agreement H, will not exceed the Coverage Section Aggregate Limit applicable to that particular coverage section.

### C. Each Incident Limit

Subject to the policy aggregate limit, the most the Company will pay for all loss arising out of the same, related or continuous pollution condition(s) is the Each Incident limit applicable to such coverage stated in the policy schedule.

### D. Multiple Coverages

If the same, related or continuous pollution condition(s) result in coverage under more than one coverage section, the most the Company will pay for all loss and business interruption expense and extra expense arising from such pollution condition(s) will not exceed the highest Each Incident Limit of coverage as stated in the policy schedule among all the coverage sections.

### E. Multiple Policies

If a claim for bodily injury, property damage, clean-up costs or emergency response costs is reported to the Company during the period of insurance, then all claims that result from the same continuous or related pollution condition(s) reported to us during subsequent policies issued by the Company providing coverage substantially the same as that provided by the applicable coverage part of this policy, will be deemed to have been made during this period of insurance and all claims arising from all such bodily injury, property damage, clean-up costs or emergency response cost will be deemed to have arisen from one pollution condition(s) and will be subject to the Each Incident limit applicable to this policy.

### F. Deductible

Subject to the policy aggregate limit and coverage

section aggregate limit, the Company will pay all loss in excess of the Deductible amount stated in the policy schedule for the applicable coverage, up to but not exceeding the applicable Each Incident limit of coverage. In the event that more than one Deductible amount can apply to the same pollution condition(s) and results in coverage under more than one coverage section, only the highest Deductible amount will be applied.

The Company may advance payment of part or all of the Deductible and, upon the Company's request, the named insured will promptly reimburse the Company.

Subject to the policy aggregate limit and coverage section aggregate limit, the Company will pay all business interruption expense and extra expense in excess of the business interruption expense sustained during the first five (5) days in the interruption period, stated as the Deductible (days) in the policy schedule.

## DEFINITIONS

### Bodily injury

means physical injury, sickness, disease, building-related illness, mental anguish, shock or emotional distress, sustained by any person, including death resulting there from. Bodily injury also includes medical monitoring.

### Business interruption expense

means

1. Net profit loss, including rental value, before taxes that the insured would have earned or incurred during the interruption period; and
2. Continuing normal operating expenses incurred by the insured during the interruption period, including payroll expense for the insured's employees, except employees under contract, officers, executives and department managers, due to the reasonable and necessary interruption of the insured's operations at the insured's own site during the interruption period.

If the insured would have incurred a net profit loss under paragraph 1 above, such net loss will reduce the operating expenses recoverable under paragraph 2 above. If the insured can reduce the business interruption expense by resuming any portion of standard business operation or by making use of any portion of insured's own sites, the Company will reduce business interruption expense accordingly.

### Claim

means a written demand seeking a remedy and alleging liability or responsibility on the part of the insured.

### Clean-up costs

means reasonable and necessary expenses, including legal expenses incurred with the Company's written consent, for the investigation, removal, treatment, containment, neutralization, abatement, monitoring or disposal of soil, surface water,

groundwater or other contamination:

1. To the extent required by environmental laws; or
2. That have been actually incurred by the governmental entity duly acting under the authority of environmental laws; or
3. That have been actually incurred by any governmental or statutory body or agency, or by third parties

Clean-up costs also include restoration costs.

### Covered operation

means those activities performed for a client for a fee by or on behalf of the named insured

at a job site.

Covered operation does not include transportation.

### Defense costs

means a group of Computer Systems and other electronic means reasonable and necessary legal fees, costs and expenses incurred in the investigation, defense, adjustment, settlement, or appeal of any claim or legal proceeding to which this policy applies.

### Emergency response costs

means reasonable and necessary expenses, including legal expenses incurred with the Company's written consent, incurred in response to an imminent threat to human health or the environment and incurred within seventy two (72) hours of the commencement of the pollution condition, in order to investigate, remove, treat, contain, neutralize, abate, soil, surface water, groundwater or other contamination.

### Environmental law

means any federal, state, provincial or local laws, including but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives that are applicable to a pollution condition.

### Extended reporting period

means the automatic additional period of time or the optional additional period of time, whichever is applicable, in which to report claims following termination of coverage.

### Extra expense

means necessary expenses incurred by the insured during the interruption period:

- a. that would not have been incurred if there had not been an interruption of business; and
- b. that avoids or minimizes an interruption of business;

but only to the extent such extra expenses reduce the business interruption expense otherwise covered under this policy.

Extra expenses will be reduced by any salvage value of property obtained for temporary use during the interruption period.

**Insured**

means the named insured designated as such in the policy schedule, and any past or present director, officer, partner, member, manager, or employee, including any temporary or leased employee, while acting with the scope of his or her duties as such.

**Insured contract**

means any contract or agreement scheduled on the policy by endorsement.

**Insured's own site**

means each of the locations owned or operated by the insured, stated in the policy schedule, or specifically scheduled on the policy by endorsement.

**Insured's products**

means goods, products, or pieces of equipment, including component parts thereof and including other products in which goods, products or pieces of equipment are incorporated, which are manufactured, sold, furnished, or supplied by the insured, any subsidiary of the insured, any entity which wholly or partly owns, operates or manages the insured or any subsidiary of such entity, or any person under license from the insured.

**Interruption period**

means the period of time that begins with the interruption of the named insured's operations due to a pollution condition at the insured's own site and ends on the earliest of:

1. When the insured's own site is reasonably restored to operations;
2. When the insured's own site should have been restored to operations with reasonable speed and quality; or
3. When business activities resume at a new permanent location.

Interruption period does not include any time caused by the interference by employees or other persons with restoring the property, or with the resumption or continuation of operations, or any time caused by the delay in any action taken by a governmental authority necessary to allow the resumption of business operations.

**Loss** means:

- a. Monetary judgment, award or settlement of compensatory damages for bodily injury or property damage;
- b. Where allowable by law, punitive, exemplary or multiplied damages, and civil fines, penalties and assessments, arising from bodily injury or property damage;
- c. Clean-up costs;
- d. Defense costs; and
- e. Emergency response costs;
- f. Business interruption expense

**Microbial matter**

means mold, mildew and fungi, whether or not such microbial matter is living.

**Named insured** means:

1. the entity named in the policy schedule; and
2. any and all corporations, partnerships, companies or other entities as have existed at any time, or as now or may hereafter exist during the period of insurance and in which the entity named in the policy schedule did or does have more than a 50% ownership interest during the period of insurance but, with respect to such corporations, partnerships, companies or other entities, solely with respect to liability arising out of the ownership, operation, maintenance or use of an insured's own site.

**Natural resource damage**

means the physical damage to or destruction of, as well as the assessment of such damage or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by any applicable federal, state, or local government statute or regulation.

**Non-owned location**

means a property that is not owned or operated by the insured and is scheduled on the policy by endorsement.

**Offshore installation** means:

- a. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation;
- b. Any installation in the sea or tidal waters which is intended for storage or recovery of gas;
- c. Any pipe or system of pipes in or under the sea or tidal waters;
- d. Any wind energy installation in the sea or tidal waters; or
- e. Any installation in the sea or tidal waters which is intended to provide accommodation for persons who work on, at, or from the locations specified above.

**Offshore operation**

means the ownership or operation of any offshore installation.

**Period of insurance**

means the period identified in the policy schedule.

**Pollutant**

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, odors, soot, fumes, acids, alkalis, toxic chemicals, hazard substances, petroleum hydrocarbons, microbial matter,

electromagnetic fields, medical waste including infectious and pathological waste and waste materials, at levels in excess of those naturally occurring.

#### **Pollution condition**

means the discharge, dispersal, release or escape, emission, seepage, or illicit abandonment by a third party without the insured's consent, of any pollutant into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

**Pollution condition** also means the presence of microbial matter.

#### **Possible claim**

means a pollution condition that commenced during the period of insurance that the insured reasonably expects to result in a claim.

#### **Property damage** means:

- a. Physical damage to or destruction of tangible property other than the insured's owned property, including the resulting loss of use and diminished value of that property;
- b. Loss of use of tangible property other than the insured's owned property, that has not been physically injured or destroyed; or
- c. Natural resource damage.

Property damage does not include environmental damage.

#### **Rental value** means the:

1. Total anticipated rental income from tenant occupancy of the insured's own site as furnished and equipped by the insured;
2. Amount of all charges that are the legal obligation of the tenant(s) pursuant to a lease and that would otherwise be the insured's obligations; and
3. Fair rental value of any portion of the insured's own site that is occupied by the insured during the restoration period, less any rental income the insured could earn:
  - a. By complete or partial rental of the insured's own site; or
  - b. By making use of other property on the insured's own site or elsewhere.

**Restoration period** means the length of time as would be required with the exercise of due diligence and dispatch to restore the insured's own site to a condition that allows the resumption of normal business operations, commencing with the date operation are interrupted by a pollution condition and not limited by the date of expiration of the period of insurance. The restoration period does not include any time caused by the interference by an insured with restoring the property, or with the resumption or continuation of operations.

#### **Responsible insured** means:

1. the manager or supervisor of the named insured

responsible for environmental affairs, control or compliance at the insured's own site;

2. the manager of the insured's own site; or
3. any officer, director, partner, or member of the named insured.

#### **Restoration costs**

means reasonable and necessary costs incurred by the insured to repair, replace or restore real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of clean-up costs.

**Restoration costs** will not include any costs associated with a betterment or improvement to the damaged property, except to the extent such betterments include the use of materials which are environmentally preferable to those materials which comprised the damaged property, at a reasonable cost. Such environmentally preferable material must be certified by an applicable independent body, or, in the absence of such certification, based on the sole discretion of the Company.

#### **Terrorism**

means an act of violence or an act dangerous to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.

#### **Transportation**

means the movement of goods, product, merchandise, supplies or waste in a conveyance by the insured or a third party carrier properly licensed to conduct such movement, from the point of origin until delivery to the final destination.

Transportation includes the loading and unloading onto or from a conveyance, provided that the loading and unloading is performed by or on behalf of the insured.

#### **Underground storage tank**

means any tank, including any piping connected to the tank, located on or under an insured's own site that has at least ten (10) percent of its combined volume underground. Underground storage tank does not include:

1. Septic tanks, sump pumps or oil/ water separators;
2. A tank that is enclosed within a basement, cellar, shaft or tunnel, if the tank is upon or above the surface of the floor; or
3. Storm-water or wastewater collection systems.

#### **EXCLUSIONS**

This policy does not apply to:

#### **Asbestos and lead-based paint**

Loss or business interruption expense arising from asbestos or any asbestos-containing materials or lead-based paint installed or applied in, on or to any building or other structure. However, this Exclusion does not apply to:

1. Claims for bodily injury or property damage, or

2. Clean-up costs for the remediation of soil, surface water, or groundwater.

within three (3) days of commencement.

### **Contractual liability**

Loss or business interruption expense arising from the insured's assumption of liability in any contract, or agreement. This Exclusion does not apply to liability that the insured would have had in the absence of the contract or agreement, or the contract or agreement is an insured contract.

### **Fines, penalties, or assessments**

Loss arising from any criminal fines, criminal penalties or criminal assessments.

### **Employer liability**

Loss arising from any bodily injury to:

- a. An employee of an named insured arising out of and in the course of employment by the named insured or performing duties related to the conduct of the named insured's business; or
- b. Any person whose right to assert a claim against the named insured arises by reason of any employment, blood, marital or other relationship with the employee.

This Exclusion applies whether the named insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

### **Identified underground storage tanks**

Loss or business interruption expense arising from any underground storage tank located at the insured's own site, and whose existence is known by a responsible insured, as of the inception date on this policy.

This Exclusion does not apply to any underground storage tank which:

1. Is scheduled on this policy by an endorsement; or
2. Was removed prior to the inception date on this policy.

### **Insured vs insured**

Any claim by or on behalf of any insured against any other insured.

### **Intentional noncompliance**

Loss arising from an intentional or illegal act or omission of any responsible insured. This Exclusion does not apply to noncompliance based upon:

- a. The insured's good faith reliance upon the written advice of qualified outside counsel received in advance of such noncompliance; or
- b. The insured's reasonable response to mitigate a pollution condition or loss, provided that such circumstances are reported in writing to the Company

### **Internal expenses**

Costs, charges or expenses incurred by the insured for goods supplied or services performed by the staff or salaried employees of the insured, or its parent, subsidiary or affiliate, unless such costs, charges or expenses are incurred with the prior written approval of the Company, in its sole discretion.

### **Material change in use**

Loss or business interruption expense arising from change in the material use of the insured's own site during the period of insurance and which materially increases a risk covered under this policy.

### **Nuclear fuel, assemblies and components**

Loss or business interruption expense arising from:

- a. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### **Offshore**

Loss or business interruption expense arising from offshore operations.

### **Prior knowledge/ non-disclosure**

Loss or business interruption expense arising from a pollution condition existing prior to the inception date and known by a responsible insured and not disclosed in the application for this policy.

### **Products**

Any claim or loss arising from the insured's products, including any container, any failure to warn, or any reliance upon a representation or warranty made at any time, after possession of such insured's products have been relinquished to others by the insured or others trading or operating under its name.

This Exclusion does not apply to loss arising from transportation.

### **Property damage to conveyances**

Property damage to any conveyance used during transportation.

This Exclusion does not apply to claims arising from the insured's negligence.

### **Terrorism**

Any loss for which the insured shall become legally liable to pay in respect of any liability directly or indirectly caused by, resulting from, happening through or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense.

## **War**

Loss or business interruption expense arising out of any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities, whether war be declared or not, civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.

## **Worker's compensation or similar law**

Loss for which the insured shall become legally liable to pay in respect of any obligation of the insured under a worker's compensation, disability benefits or unemployment compensation law or any similar law.

## **CONDITIONS**

### **Action against company**

No person or organization has a right under this policy to join the Company as a party or otherwise bring the Company into a suit asking for damages from an insured.

### **Arbitration**

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

### **Assignment**

This policy and any rights contained within it may not be assigned without the Company's prior written consent. Such consent will not be unreasonably withheld or delayed.

### **Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve the Company of its obligations under this policy.

### **Cancellation**

The Insured can cancel the policy at any time during the policy 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.

The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

### **Changes**

Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy. The terms, definitions, conditions, exclusions and limitations of this policy will not be waived or changed, and no assignment of any interest in this policy will bind the Company, except as provided by endorsement and attached to this policy.

## **Condition Precedent**

It is condition precedent to any liability under this policy that:

1. for the risk insured, the named insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
2. if the named insured has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
  - (i) the named insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
  - (ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the named insured to the Company before cover incepts.

### **Cooperation**

The insured will cooperate with the Company and offer all reasonable assistance in the investigation and defense of claims or settlement of any claim or the clean-up and mitigation of a pollution condition. The Company may require the insured to submit to examination under oath or attending or testifying at hearings, depositions and trials. The Company may also require written statements or the insured's attendance at meetings with the Company, in the course of investigation. The insured must assist the Company in effecting settlement and obtaining the attendance of witnesses.

### **Inspection**

The Company will be permitted but not obligated to inspect, sample or monitor on a continuing basis the insured's operations, at any time. No such inspection will constitute an undertaking, on behalf of the insured or others, to determine or warrant such property or operation as compliance with any law, rule or regulation.

### **Other insurance**

If other valid and collectible insurance is available to any insured covering a loss, claim, business interruption expense, emergency response cost, or pollution condition, also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insured will promptly upon request of the Company provide the Company with copies of all such insurance policies upon notification. If such other insurance is valid and collectible, the Company's obligations are limited as follows:

- a. This insurance is primary, and the Company's obligations are not affected unless any of the other insurance is also primary. In that case, the Company will share with all such other insurance by the method described in paragraph 2 below.
- b. If all of the other insurance permits contribution by equal shares, the Company will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, the Company will contribute by limits. Under this method, each insurer's

share is based on the ratio of its applicable limits of indemnity to the total applicable limits of indemnity of all insurers.

Multiple policies involving Bank or other lending or financing entity -

In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the Company 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 value at risk.

## Representations

By accepting this policy, the named insured agrees that the statements in the policy schedule, schedules and endorsements to, and Application are accurate and complete, and this policy is issued in reliance upon the truth of such representations.

## Sanctions

The Company shall not be deemed to provide nor shall the Company be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America and/or any other applicable national economic or trade sanction law or regulations.

The Company also shall not provide any insurance cover or other benefits, if and to the extent, there is no insurance cover in the master policy or reinsurance contract, subject to any applicable sanction laws.

## Separation of insureds

Except with respect to the Limit of Indemnity and any rights and duties assigned in this policy to the named insured, this insurance applies as if each insured were the only insured and separately to each insured against whom a claim is made.

Any misrepresentation, act or omission that is in breach of a term, duty or condition under this policy by one insured will not by itself affect coverage for another insured under this policy. However, this Condition will not apply to any entity or person who is a parent, subsidiary, affiliate, director, officer, partner, member or employee of the named insured that misrepresented, concealed or breached a term or condition, or a duty breached under this policy.

## Subrogation

In the event of any payment under this policy, the Company will be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights including but not limited to, assignment of the insured's rights against any person or organization who caused pollution conditions on account of which the Company made any payment under this policy. The insured will do nothing to prejudice the Company's rights under this paragraph. Any recovery as a result of subrogation

proceedings arising out of the payment of loss covered under this policy will accrue first to the insured to the extent of any payments in excess of the limit of coverage; then to the Company to the extent of the Company's payment under the policy; and then to the insured to the extent of the Deductible. Expenses incurred in such subrogation proceedings will be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

## Voluntary payments

No insured will voluntarily enter into any settlement, or may any payment or assume any obligation, without the Company's consent which will not be unreasonably withheld, except at the insured's own cost. This Condition will not apply if such payment or obligation is an emergency response cost or is pursuant to environmental laws that require immediate remediation of a pollution condition.

## CLAIMS AND NOTICE REQUIREMENTS

As a condition precedent to the Company's obligations under this policy, the insured will give written notice to the Company as soon as practicable of any pollution condition which may result in a claim. Notice under all coverages will include:

- a. The names and addresses of any injured persons and witnesses;
- b. All known and reasonably obtainable information regarding the time, place, cause, nature of and other circumstances of the pollution conditions; and
- d. Any other relevant information in the insured's possession concerning any actual or potential pollution.

If emergency response costs have been incurred, the insured will forward to the Company within ten (10) days of the first commencement of the pollution conditions for which the emergency response costs have been incurred, all information stated in paragraph 7.1 above.

The insured will give notice to the Company of all claims as soon as practicable during the period of insurance, or during the extended reporting period, if applicable. The insured will submit all information requested by the Company, including but not limited to:

1. Any demands, notices, summonses, or legal papers received in connection with the claim;
2. Authorize the Company to obtain records and other information;
3. Assist the Company in the enforcement of any right against any person or organization which may be liable to the insured.

If during the period of insurance, the insured first becomes aware of a possible claim, the insured may provide written notice to the Company during the period of insurance; then any possible claim which subsequently becomes a claim made against the insured and reported to the Company within three (3) years after the end of the period of insurance of this

policy or any continuous, uninterrupted renewal thereof, will be deemed to have been first made and reported during the period of insurance of this policy. Such claim will be subject to the terms, conditions and limits of coverage under this policy.

Any notice, direction or instruction given under this policy shall be in writing and delivered by hand, post, or facsimile to

#### **HDFC ERGO GENERAL INSURANCE COMPANY LIMITED**

Corporate Claims Department

6th Floor, Leela Business Park, Andheri Kurla Road, Andheri(E), Mumbai – 400059

Call Centre - 021-6234 6234 / 022-6234 6234

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

If the Insured reports a Claim, or facts that might give rise to a Claim, to the Company then the Insured must give the Company such information and co-operation as it may reasonably required

#### **Our Claims process:**

- An acknowledgement with respect to the claim intimation is given to the insured, once we are in receipt of any claim intimation from the insured A list of preliminary documents is requested from the Insured.
- Surveyor / Investigator may be appointed, if required.
- In case of surveyor appointment, the details of the appointment is conveyed to the Insured
- Final survey report will be provided by the surveyor within 90 days of appointment except where special circumstance exist in respect of a claim due to its special complicated nature or due to difficulties associated with replacement/reinstatement ,the surveyor will seek an extension from Insurers for submission of report
- In case of settlement, offer of claim settlement will be made to the Insured within 30 days of receipt of the last document
- In case of settlement, Claim will be settled by the Insurer within 30 days from the receipt of last, relevant & necessary document from the Insured.
- In case of rejection, the same will be conveyed to the Insured within 30 days from the receipt of the final report and/or documents
- Based on the information submitted in the claim intimation letter / claim form, if required, we may procure more information from the insured depending on the facts mentioned therein up to the satisfaction of the Company.
- Apart from surveyor, an investigator and/or forensic investigator can be appointed and Legal counsel opinions e can be sought, if required.

The documents required for processing of claims are:

- Policy/Underwriting documents.
- Survey Report along with annexure and/or Photographs

wherever applicable

- All documents and/or information relevant to the claim
- Discharge voucher of the Insured accepting full and final settlement
- KYC documents are compulsory

Apart from above Standard documents some other documents may be called for based on the nature of claim.

#### **GRIEVANCES REDRESSAL PROCEDURE**

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through: Our Grievance Redressal Officer

- Contact us- 022 6158 2020/ 022 6234 6234
- Emails – grievance@hdfcergo.com
- Contact Details for Senior Citizens: 022 6242 6226 |Email ID: seniorcitizen@hdfcergo.com Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier - Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

The Complaint & Grievance Redressal Cell ,  
HDFC ERGO General Insurance The Company Ltd.  
D-301,3rd Floor, Eastern Business District (Magnet Mall),  
LBS Marg, Bhandup (West), Mumbai – 400078, Maharashtra

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address

To the Chief Grievance Officer  
HDFC ERGO General Insurance The Company Limited  
D-301, 3rd Floor, Eastern Business District (Magnet Mall),  
LBS Marg, Bhandup (West), Mumbai - 400078, Maharashtra  
e-mail: cgo@hdfcergo.com

Grievance may also be lodged at IRDAI Integrated Grievance Management system- <https://bimabharosa.irdai.gov.in>  
You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website [www.hdfcergo.com](http://www.hdfcergo.com) <https://www.hdfcergo.com/customer-voice/grievances> for detailed grievance redressal procedure.

**Names of Ombudsman and Addresses of Ombudsmen Centres**

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<b>AHMEDABAD</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>BENGALURU</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
<b>BHOPAL</b> Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh.
<b>BHUBANESHWAR</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
<b>CHANDIGARH</b> Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: bimalokpal.chandigarh@cioins.co.in	State of Punjab, Haryana (excluding 4 districts vizGurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu &Kashmir, Ladakh and Chandigarh.
<b>CHENNAI</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
<b>DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi, 4 districts of Haryana vizGurugram, Faridabad, Sonepat and Bahadurgarh)

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<b>AHMEDABAD</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>GUWAHATI</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>HYDERABAD</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	State of Andhra Pradesh, Telangana and Yanam – a part of Union Territory of Puducherry
<b>JAIPUR</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 / 2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
<b>KOCHI</b> Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College Ground,M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpalernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
<b>KOLKATA</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands
<b>LUCKNOW</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Brahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santakabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<b>AHMEDABAD</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>MUMBAI</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
<b>NOIDA</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
<b>PATNA</b> Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
<b>PUNE</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor,C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

## **RIGHTS AND DUTIES**

The Company will have the right but not the duty to clean-up or mitigate a pollution condition, and to participate in decisions regarding clean-up costs and to assume direct control over all aspects of the clean-up, upon receiving notice as stated in this policy. In the event the Company exercises this right, the insured will reimburse the Company for any portion of loss falling within the Deductible.

The named insured will have the duty to mitigate a pollution condition to the extent required by environmental law, by retaining competent professionals or contractors mutually acceptable to the Company and named insured. The Company reserves the right to require such professionals or contractors have minimum qualifications with respect to experience with similar pollution conditions, clean-up or methods. The Named insured will notify the Company of actions taken pursuant to this paragraph.

## **EXTENDED REPORTING PERIOD**

The Company will provide the named insured an automatic extended reporting period of ninety (90) days from the end of the period of insurance in which to provide written notice to the Company of claims first made against the insured during the period of insurance, provided the insured has cancelled or not renewed this policy or purchased any other insurance to replace this policy. Furthermore, the insured has not purchased the optional extended reporting period available under paragraph 9.2 below.

A claim first made against the insured and reported to the Company within the automatic extended reporting period will be deemed to have been made and reported on the last day of the period of insurance, provided that the claim arises from a pollution condition that commenced before the end of the period of insurance.

The automatic extended reporting period will not reinstate or increase any of the Limit of Indemnity afforded under this policy.

The named insured will be entitled to purchase an optional extended reporting period for three (3) years, except in the event the policy is cancelled for fraud or nonpayment of premium, provided:

1. The named insured makes a written request for such extended reporting period, within thirty (30) days of termination of coverage;
2. The named insured pays the additional premium for such extended reporting period, at a rate not to exceed 200% of the premium stated in the policy schedule, when due.

The Company will issue an endorsement providing this optional extended reporting period. The optional extended reporting period will not reinstate or increase any of the Limit of Indemnity afforded under this policy.