

Pollution Legal Liability Insurance Without Cyber Exclusion

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.

Many of the coverage's 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 insured as follows:

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

INSURING AGREEMENT

Section 1. Own Remediation Costs:

The Company will pay on behalf of the Insured subject to the Limit of Liability the Remediation Costs which arise out of any Pollution Condition on, at, under or migrating from the Covered Locations listed in the Schedule provided that such Pollution Condition is first discovered by the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period.

Section 2. Imposed Remediation Costs:

The Company will pay on behalf of the Insured subject to the Limit of Liability the Remediation Costs which arise out of any Pollution Condition on, at, under or migrating from the Covered Locations listed in the Schedule where such Remediation Costs result from Regulatory Action or the requirement of a third party first imposed during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period.

The Company will also pay Costs and Expenses incurred in respect of such Regulatory Action or third party requirement.

Section 3. Legal Liability:

The Company will pay on behalf of the Insured subject to the Limit of Liability all sums which the Insured shall become legally liable to pay as damages in respect of accidental

- a. Bodily Injury,
- b. Property Damage,

c. Trespass Nuisance or Obstruction

Arising out of any Pollution Condition on, at, under or migrating from the Covered Locations listed in the Schedule provided that the claim is first made against the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period.

The Company will also pay Costs and Expenses in respect of any claim to which this Section applies..

Section 4. Transportation Liability

The Company will pay on behalf of the Insured subject to the Limit of Liability all sums which the Insured shall become legally liable to pay as damages in respect of accidental

- a. Bodily Injury,
- b. Property Damage,
- c. Trespass, Nuisance or Obstruction.

Arising from any Pollution Condition which is caused by products or waste of the Insured during Transportation provided that the claim is first made against the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period.

The Company will also

- i) Pay Costs and Expenses in respect of any claim to which this Section applies
- ii) Pay on behalf of the Insured the Remediation Costs which arise out of such Pollution Condition.

Section 5. Business Interruption

The Company will subject to the Limit Liability pay for Business Interruption Loss incurred by the Insured during the Period of Interruption resulting directly from a Pollution Condition provided that the Business Interruption Loss is notified to the Company during the Period of Insurance or during any applicable Extended Reporting Period.

DEFINITIONS

1. Bodily Injury shall mean Bodily injury to any person and shall include
 - Death illness and disease
 - Mental injury anguish or nervous shock sustained by any person as a result of actual or threat of bodily injury death illness or disease.

2. **Business Income shall mean**
Net profit or loss, before tax, including rental income from tenants, which would have been realized had there been no Business Interruption in the Insured's continuing operating and payroll expense (excluding payroll expense of officers, executives, department managers and contract employees)
Costs incurred by the Insured as rent for temporary premises when a portion of a Covered Location becomes untenable due to a covered Pollution Condition and temporary premises are required to continue the Insured's operations. Such rental costs cannot exceed the fair rental value of the untenable portion of the Covered Location
3. **Business Interruption shall mean**
Necessary partial or complete suspension of the Insured's operations at a Covered Location arising from a Pollution Condition covered under this Policy. Business Interruption Loss shall mean
 - Business Income
 - Extra Expense
 - Delay Expense
4. **Costs and Expenses shall mean**
Costs and expenses recoverable by any claimant or government or Regulatory Authority from the Insured

Costs and expenses incurred with the written consent of the Company

The Lawyer's fees for representation at any coroner's inquest or fatal accident inquiry or in any court.

Compensation to the Insured at the following rates per day for each day on which any of the following persons attend court as a witness at the request of the Company
 - 1 Any director or partner of the Insured INR XX,XXX
 - 2 Any Employee INR XX,XXX
5. **Covered Location shall mean**
Those locations shown as such in the Schedule
6. **Delay Expense shall mean**
For a Covered Location under development, where a Pollution Condition covered under this Policy causes a delay in the completion of development, any of the following expenses incurred
 - Additional interest on money the Insured has borrowed to finance the construction, development, or remediation of a project at a Covered Location
 - Additional realty taxes and other assessments
 - Additional advertising or promotional expense
 - Additional expense(s) incurred resulting from the renegotiation of leases, including associated usual and customary legal representation expense; and Additional engineering, architectural, and consulting fees.
7. **Employee shall mean**
Any person under a contract of service or apprenticeship with the Insured and Employee shall also include the following while working for the Insured in which case they will be considered to be employed by the Insured
Any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured
Any labour master and any person supplied by him
Any person engaged as a labour only sub-contractor and any person supplied by him
Any self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with the Insured
Any person supplied to the Insured under a contract or agreement the terms of which deem such person to be in the employment of the Insured for the duration of such contract or agreement
Any work experience student or trainee
8. **Environment Law shall mean**
Any law governing the liability of the Insured with respect to Pollution Conditions
9. **Excess shall mean**
That part of any claim expressed as an amount in the Schedule
10. **Extended Reporting Period shall mean**
Any additional period of time as specified in this Policy within which the Insured is entitled to notify a claim to the Company
11. **Extra Expense shall mean**
Costs incurred by the Insured, due to a Pollution Condition covered under this Policy, that are necessary to avoid or mitigate any Business Interruption. Such costs must be incurred in order to minimize the amount of Business Income that would otherwise be incurred.
12. **Fungi shall mean**
Any type or form of fungus including mould or mildew and any mycotoxins spores scents or by products produced or released by Fungi

13. Insured shall mean
The party or parties described as such in the Schedule
 14. Limit of Liability shall mean
The maximum amount as stated in the Schedule as Limit of Liability for any one Pollution Condition which the Company shall be liable to pay in respect of all damages Costs and Expenses Remediation Costs and Business Interruption Loss arising from any one Pollution Condition

The maximum amount as stated in the Schedule as Policy Limit of Liability which the Company shall be liable to pay in respect of all damages Costs and Expenses Remediation Costs and Business Interruption Loss pertaining to any one Period of Insurance
 15. 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.
 16. Period of Insurance shall means the period stated in the Schedule
 17. Period of Interruption shall mean
The period of time during which operations are necessarily suspended at a Covered Location as a result of a Pollution Condition, commencing with the date on which such operations were first suspended.
The Period of Interruption will end on the date that the subject Pollution Condition has been remedied to the point at which the Insured's normal operations could reasonably be restored.
 18. Pollution Condition shall mean
The discovery discharge dispersal release escape migration or seepage of any solid liquid gaseous or thermal irritant pollutant or contaminant including smoke soot vapours fumes acids alkalis chemicals Fungi hazardous substances hazardous materials and waste materials into or upon land structures thereon the atmosphere surface water or groundwater
 19. Property Damage shall mean
 1. 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;
 2. Loss of use of tangible property other than the insured's owned property, that has not been physically injured or destroyed; or
3. Natural resource damage.
Property damage does not include Remediation Costs.
 20. Regulatory Action shall mean
Any action taken or any liability imposed by any Regulatory Authority under Environment Law
 21. Regulatory Authority shall mean
Any legal body, authority, agency or other person and/or any court of law or tribunal in each case having authority under Environment Law.
 22. Remediation Costs shall mean
Reasonable expenses incurred in the investigation quantification monitoring abatement removal disposal treatment neutralisation or immobilisation of Pollution Conditions to the extent required by Environment Law including Reasonable legal costs incurred with the written consent of the Company
 23. Responsible Official shall mean
Any employee of the Insured who is or was responsible for environmental matters control or compliance at a Covered Location or any officer director or partner of the Insured
 24. Transportation shall mean
The movement of the Insured's products or waste by a person or entity other than the Insured engaged in the business of transporting property, until such products or waste arrive at the boundaries of their final destination
 25. Trespass Nuisance or Obstruction shall mean
Trespass nuisance or obstruction or interference with any easement right of air light water or way.
 26. Underground Storage Tank shall mean
Any tank and associated piping and appurtenance which tank has more than 10% of its volume below ground.
- ### EXTENSIONS
1. Indemnity to Others
At the request of the Insured the Company will also indemnify in the terms of this Policy any director partner or employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured Provided that
 - a. Such person(s) shall not be entitled to indemnity under any other policy
 - b. Such person(s) shall as though he/they were the

Insured be subject to the terms of this Policy in so far as they can apply

- c. The Limit of Liability shall not be increased hereby.

EXCLUSIONS

This Policy does not apply to liability, Costs and Expenses, Remediation Costs or Business Interruption Loss

1. **Radioactive Contamination**
Of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

Ionising radiations 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
2. **Contractual Liability**
Assumed under any contract or agreement unless

Such liability would have attached in the absence of such contract or agreement or Such contract or agreement is listed in the Schedule as an Insured Contract
3. **Employees**
In respect of Bodily injury sustained by any Employee arising out of and in the course of employment by the Insured
4. **Custody or Control**
In respect of loss of damage to loss of use of or diminishment in value of property belonging to the Insured or in the custody or control of the Insured or any Employee or agent of the Insured other than in respect of Remediation Costs
5. **Fines/Liquidated Damages/Penalties**
For fines liquidated damages punitive or exemplary damages or under any penalty clause
6. **Aircraft/Watercraft/Vehicles**
Arising from or caused by the ownership possession control or use by or on behalf of the Insured beyond the boundaries of Covered Locations of Any aerospace device or any airborne or waterborne craft or vessel or the loading or unloading of such craft or vessel

Any mechanically propelled vehicle or trailer attached thereto This Exclusion does not apply to Section 4
7. **War**
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 occurring after commencement of this Policy.
8. **Asbestos and Lead**
Arising out of or related in any way to
9. **Asbestos or asbestos-containing materials or**
10. **Lead or lead-containing materials**
On or in structures and the Company shall have no duty of any kind with respect to any such liability.
11. **Naturally Occurring Materials**
Arising from the presence or required removal of naturally occurring materials except in circumstances where such materials are present at a Covered Location in concentrations which are in excess of their natural concentration
12. **Known Conditions**
Arising from any Pollution Condition which is in existence and was known to any Responsible Official prior to the commencement of this Policy unless listed in the Schedule under Covered Known Conditions
13. **Internal Expenses**
For expenses incurred by the Insured for services performed by the salaried staff and employees of the Insured
14. **Underground Storage Tanks**
Arising from Pollution Conditions which emanate from an Underground Storage Tank

The presence of which was known to a Responsible Official prior to the commencement of this Policy and Which is not listed in the Schedule under Covered Underground Storage Tanks
15. **Excess**
For the amount of the Excess shown in the Schedule
16. **Intentional Non-compliance**
Arising from the intentional disregard of or knowing wilful or deliberate non-compliance with any statute regulation administrative complaint notice of violation notice letter instruction of any Regulatory Authority or executive judicial or administrative order by the Insured or by a Responsible Official.
17. **Terrorism Caused by or arising from**
An Act of Terrorism and/or
Remediation Costs, Bodily Injury, Property Damage, Trespass Nuisance or Obstruction or Costs and Expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or

in any way relating to any Act of Terrorism.

For the purpose of this Exclusion an Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Company alleges that by reason of this Exclusion any liability is not covered by this Policy, the onus of proving to the contrary shall be upon the Insured.

18 Retroactive Date

Arising from a Pollution Condition which first commences prior to the Retroactive Date stated in the Schedule subsequent to the Reverse Retroactive Date stated in the Schedule

19. Deductible Period

In respect of Business Interruption Loss incurred during the Deductible Period stated in the Schedule

20 Insured vs insured

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

SPECIAL CONDITIONS

1 Extended Reporting Period

In the event of either this Policy not being renewed or cancellation as specified in Condition 9

- a. And provided that no other insurance has been arranged to replace all or part of this Policy the Insured shall be entitled to an Extended Reporting Period of 60 days commencing from the date of non-renewal or cancellation
- b. The Insured shall have the option to purchase from the Company for a premium not exceeding 200% of the Policy premium an Extended Reporting Period of 34 consecutive calendar months commencing from the expiry of the period described in (a) above

provided that

- i) this Special Condition shall not have the effect of increasing or reinstating the Limits of Liability nor extending the Period of Insurance.
- ii) Any claim notified to the Company during an Extended Reporting Period shall be deemed to have been notified on the last day of the Period of Insurance
- iii) The Insured's intention to exercise the option described above is confirmed to the Company in writing prior to the expiry of the Period of Insurance.

2. Multiple Claims

If the Company or any of its affiliates issues a claims-made Premises Pollution Liability coverage in respect of the Covered Location for more than one policy period and:

- a) The discovery of Pollution Conditions is reported to the Company in accordance with the terms and conditions of this Policy, then all such Pollution Conditions and any related, resultant, repeated, or continuous Pollution Conditions which are reported to the Company during any subsequent policy period shall be deemed to have been discovered during the Period of Insurance in which the first discovery was made
- b) A claim in respect of Bodily Injury, Property Damage, Trespass Nuisance or Obstruction or Remediation Costs is first made against the Insured and reported to the Company in writing in accordance with the terms and conditions of this Policy, then all claims arising out such Pollution Conditions, or arising out of any related, resultant, repeated, or continuous Pollution Conditions, shall be deemed to have been first made and reported during the Period of Insurance in which the claim was first made against the Insured provided that the Insured has maintained Premises Pollution Liability coverage with the Company or one of its affiliates on a continuous, uninterrupted basis since the discovery of such Pollution Condition or the first such claim was made against the Insured, and reported to the Company.

CONDITIONS

1. Interpretation

This Policy and the Schedule shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

For the purposes of this Policy Proposal shall mean any signed proposal form and declaration and any information in connection with this insurance supplied by or on behalf of the Insured in addition thereto or in substitution therefore whether at the time of acceptance or prior or subsequent thereto.

2. Jurisdiction and Choice of Law

This Policy of insurance shall be governed by and construed in accordance with the laws of India.

3. Alteration

The Insured shall give notice to the Company of any material change in use of any Covered Location and until the Company shall have agreed in writing to accept liability for such altered risk the Company shall not be liable in respect of any occurrence due altogether or in part to any such alteration or change.

4. Precautions

It shall be a condition precedent to any liability of the Company to make any payment under this Policy that the Insured at their own expense shall take all

reasonable precautions to prevent circumstances which may give rise to a claim under this Policy.

5. Claims Procedure

It shall be a condition precedent to any liability of the Company to make any payment under this Policy that in the event of any occurrence giving rise to or which may give rise to a claim under this Policy

a) The Insured shall

- 1) Give written notice thereof (and full particulars of the occurrence) to the Company immediately on discovery of pollution event
- 2) Notify the Company in writing immediately on receipt of an information on any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Policy.
- 3) Forward to the Company immediately on receipt every claim notice letter verbal notice of claim or other originating process or any other document served on the Insured
- 4) Give all such information and assistance as the Company may require.

b) The Insured shall not negotiate admit liability or make any promise payment or settlement without the Company's written consent

c) The Insured shall not incur any Remediation Costs without the written consent of the Company, except in the event of an imminent and substantial threat to human health or the environment

d) The Company shall be entitled

- 1) If and so long as it desires to take over and have the sole conduct and control of any claim, remediation and legal proceedings or alternative dispute resolution relating thereto in the name of the Insured and shall have full discretion in the settlement of any claim
- 2) To prosecute in the name of the Insured but for the Company's benefit any claim for compensation or indemnity.

6. Discharge of Liability

The Company may at its sole discretion in respect of any occurrence or occurrences covered by this Policy pay to the Insured the Limit of Liability applicable to such occurrence or occurrences (but deducting therefrom any sum or sums already paid) or any lesser sum for which the claim or claims arising from such occurrence or occurrences can be settled and the Company shall thereafter be under no further liability in respect of such occurrence or occurrences except for the payment of Costs and Expenses incurred prior to the date of such payment and for which the Company may be responsible hereunder.

7. Other Insurance

If there is any other insurance in force which covers a loss or liability which is also covered by this Policy

the Company will pay on behalf of the Insured as if such other insurance was not in force and will waive any rights of recourse against the Company(s) who provide such other insurance.

8. Inspection and Audit

The Company shall have the right but not the duty to inspect any Covered Location and to take samples therefrom. Such right and any resultant findings shall not imply that such Covered Location is safe or in compliance with any law.

The Company shall have the right but not the duty to examine and audit the Insured's books and records during the Period of Insurance and within 3 consecutive years commencing from the cessation of this Policy.

9. Cancellation

The Company may cancel this Policy by giving 30 days' notice in writing of such cancellation to the Insured's last known address and in such an event, the Company will return the pro-rata portion of the premium (subject to a minimum retention of 30 per cent of the annual premium) for the unexpired part of the Insurance.

The Policy may also be cancelled by the Insured by giving 30 days' notice in writing to the Company, in which event the Company will retain premium at short-period scale provided there is no claim under the Policy during the Period of Insurance.

Short Period Rate Table

Period of Risk (Not Exceeding)	Short Period Rate Table Period of Risk(Not exceeding)
1 Week	10%
1 Month	25%
2 months	35%
3 Months	50%
4 months	60%
6 months	75%
8 months	85%
Exceeding 8 months	Total Annual Premium

In case of any claim under the Policy prior to cancellation, no refund of premium shall be allowed.

10. Contracts (Rights of Third Parties) Act 2001 Exclusion

A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

11. Incontestability and Duty of Disclosure

The policy shall be null and void and no benefit shall

- be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy.
12. **Reasonable Care**
The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss, or damage that may give rise to the claim.
13. **Observance of terms and conditions**
The due observance and fulfilment of the terms, conditions and endorsement of this policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this policy.
14. **Material change**
The Insured shall immediately notify the Company in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim and the Company may adjust the scope of cover and / or premium, if necessary, accordingly.
15. **Records to be maintained**
The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.
16. **No constructive Notice**
Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.
17. **Notice of charge etc.**
The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the Company.
18. **Special Provisions**
Any special provisions subject to which this policy has been entered into and endorsed in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.
19. **Electronic Transactions**
The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other HDFC Group of Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.
20. **Right to inspect**
If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall, in case of any loss or any circumstances that have given rise to the claim to the Insured, be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will assist in any way the Company to ascertain in the correctness thereof or the liability of the Company under the policy.
21. **Subrogation**
In the event of payment under this policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights. The Insured and any claimant under this policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would

become entitled or subrogated.

22. Fraud Warning

This policy shall be voidable at the option of the HDFC ERGO in the event of mis-representation, mis-description or non-disclosure of any material particulars by the Applicant. Any person who, knowingly and with intent to defraud the insurance company or any other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, Information concerning any fact material thereto, commits a fraudulent insurance act, which will render the policy voidable at the sole discretion of the insurance company and result in a denial of insurance benefits.

23. Cause of Action/ Currency for Payments

No Claim shall be payable under this policy unless the cause of action arises in India, unless otherwise specifically provided in the Schedule to this policy. All claims shall be payable in India in Indian Rupees only, unless otherwise specifically mentioned in the Schedule to this policy.

24. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

25. Arbitration clause

As a condition precedent to any right of action hereunder, any dispute arising out of the interpretation, performance or breach of this policy, including the formation or validity thereof, shall be submitted for decision to a panel of three arbitrators. Notice requesting arbitration will be in writing and sent certified or registered mail, return receipt requested.

Each party shall choose one arbitrator and the two arbitrators shall, before instituting the hearing, choose an impartial third arbitrator who shall preside the hearing. If either party fails to appoint its arbitrator within thirty (30) days after being requested to do so by the other party, the latter, after ten (10) days notice by certified or registered mail of its intention to do so, may appoint the second arbitrator.

If the two arbitrators are unable to agree upon a third arbitrator within thirty (30) days of their appointment, the arbitrators shall implement the appointment procedure according to the Arbitration Act of India to select the final arbitrator.

All arbitrators shall have at least ten (10) years of insurance or reinsurance experience, be disinterested

and active or former officers of insurance or reinsurance companies with knowledge about the lines of business at issue within thirty (30) days after notice of appointment of all arbitrators, the panel shall meet and determine timely periods for briefs, discovery procedure and schedules of hearings.

The panel shall be relieved of all judicial formality and shall not be bound by the strict rules of procedure and evidence. Unless the panel agrees otherwise, arbitration shall take place in India, but the venue may be changed when deemed by the panel to be in the best interest of the arbitration proceeding. Insofar as the arbitration panel looks to the substantive law, it shall follow the laws of India. The decision of any two arbitrators when rendered in writing shall be final and binding. The panel is empowered to grant interim relief as it may deem appropriate.

The panel shall interpret this policy as an honourable engagement rather than as merely a legal obligation and shall make its decision considering the custom and the practice of the applicable insurance and reinsurance business as promptly as possible following the termination of the hearings

26. Renewal notice

The Company shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. The Company reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. The Company, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.

27. Programme Clause

This policy forms an integral part of any other Master Environmental Liability Programme if bought by the insured.

Claim payments out of this policy shall be deducted from the total limit of indemnity in the master policy. Should the limit of indemnity in the master policy be exhausted no further claim payments are due out of this Policy.

28. Sanctions/Embargoes

The Company shall not be deemed to provide cover and shall not 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 States of America and/or any other applicable national economic

29. Notices

or trade sanction law or regulations.

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.

In general, primarily, the following basic documentations are required for taking the claim forward:

- a) Description of the claim or suit and the date received;
- b) Description, in chronological order, as to how, when and where the circumstances leading to the claim or suit occurred including the date the insured was first aware of such loss
- c) The names and addresses of any injured persons and any witnesses;
- (d) The nature, location and extent of any injury;
- e) The nature and quantum of damages claimed against you along with supporting or, if the claimant has not quantified its damages, your estimate of the quantum of damages which may be claimed against you.
- f) Copies of all relevant documents relating to the underlying transaction which gave rise to the claim, including correspondence prior to the occurrence and any agreements entered into;
- g) Copy of any internal or external, survey, investigation or test reports and all other relevant reports;
- h) Copies of all written demands made against you;
- i) If court proceedings have been initiated, copies of all court documents served on you and all court documents filed by you;
- j) Copies of all relevant internal communications, including a log on all internal verbal communications whether prior or subsequent to the occurrence giving rise to the claim;
- k) Details of other persons or entities which may be responsible or liable for the loss or damage being claimed; and
- l) Contact details of person handling the claim in your company.

In addition, you must:-

- (a) authorized us to obtain records and other information;
- (b) co-operate with us in the investigation of the claim or in the defense of the suit;

(c) allow us reasonable access to your premises, records and other information; and

(d) assist us, upon our request, in the enforcement of any right against any person or organisation that may be liable to you because of loss to which the policy applies.

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 where settlement amount is over 1 lac

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

GRIEVANCES REDRESSAL PROCEDURE

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

- Website: www.hdfcergo.com
- Customer Service Number: 022 6234 6234 / 0120 6234 6234
- Contact Details for Senior Citizen: 022 6242 6226 | Email id: seniorcitizen@hdfcergo.com
- E-mail: care@hdfcergo.com

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 cgo@hdfcergo.com

For updated details of grievance officer, kindly refer the link:

<https://www.hdfcergo.com/customer-voice/grievances>

Contact Points	First Contact Point	Escalation level 1	Escalation level 2
Contacts us at	https://www.hdfcergo.com/customer-care/grievances Call: 022 6234 6234 / 0120 6234 6234	https://www.hdfcergo.com/customer-care/grievances/escalation level 1 Call: 022 6234 6234 / 0120 6234 6234	https://www.hdfcergo.com/customer-care/grievances/escalation level 2 Call: 022 6234 6234 / 0120 6234 6234
Contact Point for Senior Citizen	https://www.hdfcergo.com/customer-care/grievances Call: 022 6242 6226 Email id: seniorcitizen@hdfcergo.com	https://www.hdfcergo.com/customer-care/grievances/escalation level 1 Call: 022 6242 6226 Email id: seniorcitizen@hdfcergo.com	https://www.hdfcergo.com/customer-care/grievances/escalation level 2 Call: 022 6242 6226 Email id: seniorcitizen@hdfcergo.com
Write to us at	care@hdfcergo.com	grievance@hdfcergo.com	cgo@hdfcergo.com
Visit us	Grievance cell of any of our Branch office	The Grievance Cell, HDFC ERGO General Insurance Company Ltd., D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West) Mumbai - 400 078.	Chief Grievance Officer, HDFC ERGO General Insurance Company Ltd., D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West) Mumbai - 400 078.

- 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.
- Grievance may also be lodged at IRDAI Integrated Grievance Management System - <https://igms.irda.gov.in/>

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
Office Details	Jurisdiction of Office Union Territory, District
AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
Office Details	Jurisdiction of Office Union Territory, District
BENGALURU - Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	States of Punjab, Haryana (excluding 4 districts viz Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh.
CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	State of Tamil Nadu and Union Territories - Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).
DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in	Delhi, 4 Districts of Haryana viz. Gurugram, Faridabad, Sonapat and Bahadurgarh
GUWAHATI - Shri Kiriti .B. Saha 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@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD - Shri I. Suresh Babu 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 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	State of Andhra Pradesh, Telangana and Yanam - a part of Union Territory of Puducherry.

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
Office Details	Jurisdiction of Office Union Territory, District
JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.emakulam@ecoi.co.in	States of Kerala and Union Territory of (a) Lakshadweep (b) Mahe - a part of Union Territory of Puducherry.
KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands.
LUCKNOW -Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI - Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal 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.
PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE - Shri Vinay Sah 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.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.