

## Pollution Legal Liability Insurance - Prospectus

Companies operating in the field of chemicals, petrochemicals, energy and construction are exposed to increased environmental legislation. With the rise in environmental consciousness they have to face various legislative challenges posed by regulators, non-governmental organizations, stakeholder groups and media.

Organizations that deal with hazardous substances face the risk of legal liabilities arising out of emission, discharge, release, or escape of any contaminants, irritants, or pollutants into or on land, the atmosphere, or any water course or body of water, which may result in "environmental damage."

Pollution Legal Liability Insurance, also known as environmental legal liability insurance policy pays on behalf of the Insured, the sums the Insured is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants into or on land, the atmosphere, or any water course or body of water, provided this results in "environmental damage." This policy also provides on and off-site coverage for property damage, bodily injury and cleanup costs triggered by pollution conditions and associated activities. It pays for defence of any claim or suit that is the subject of this insurance.

Our Pollution Legal Liability Policy is a risk management solution designed to give a comprehensive coverage to the policy holder protecting them against various exposures viz. clean up costs, transportation related environmental liability, bodily injury and property damage.

This policy extends to cover Insured against liability arising from

- Own Remediation Costs
- Imposed Remediation Costs
- Legal Liability
- Transportation Liability &
- Business Interruption

### EXCLUSIONS

This policy will not pay for any loss arising out of, or in any way connected with

- Contractual Liability
- Employer liability
- Internal Expenses
- Fines, Penalties or assessments
- Worker's compensation or similar law
- War
- Asbestos and Lead-based plant
- Prior knowledge/non-disclosure
- Identified Underground Storage Tanks
- Excess, if any
- Intentional Non-compliance
- Terrorism
- Insured vs Insured
- Material change in use
- Nuclear fuel, assemblies and components
- Offshore
- Products
- Property damage to conveyances

**Policy Duration:** You may opt for a cover for long term duration maximum up to 5 years\*.

(\*Subject to company's underwriting discretion.)

### CLAIM INTIMATION

In the event of loss of an insured event the company must be informed immediately -

Our contact details are as follows:

1. Relationship officer / channel partner
2. Contact us - 022 6158 2020/ 022 6234 6234
3. E-mail at [care@hdfcergo.com](mailto:care@hdfcergo.com)

Our contact details are as follows:

**HDFC ERGO General Insurance Co. Ltd.**  
**Corporate Claims Department**  
**6th Floor, Leela Business Park,**  
**Andheri Kurla Road, Andheri(E), Mumbai – 400059**  
**Contact us - 022 6158 2020/ 022 6234 6234**

### 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 as soon as possible
  - (2) Notify the Company in writing as soon as possible he/they shall have knowledge of 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.

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.

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### 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.

### 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 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.

### RENEWAL

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.

### 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.

### THIS PROSPECTUS

This prospectus gives information only. This is not an insurance contract. Each insurance cover is subject to terms and conditions, which You can read in the **Pollution Legal Liability Insurance** document. You must read the policy document to know the insurance cover fully. You can get a copy of the **Pollution Legal Liability Insurance** from Our branch or from Our website: [www.hdfcergo.com](http://www.hdfcergo.com). For any legal interpretation, policy document will hold.

### GRIEVANCES

If You have any grievance about any matter relating to the policy, or Our decision on any matter, or Our decision about Your claim, You can pursue Your grievance with Our Grievance Redressal Officer.

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

- Contact us - 022 6158 2020/ 022 6234 6234
- Emails – [grievance@hdfcergo.com](mailto:grievance@hdfcergo.com)
- Contact Details for Senior Citizens: 022 6242 6226
- Email ID: [seniorcitizen@hdfcergo.com](mailto:seniorcitizen@hdfcergo.com) Designated Grievance Officer in each branch.
- Company Website – [www.hdfcergo.com](http://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 Company Limited.  
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 Company Limited  
D-301, 3rd Floor, Eastern Business District (Magnet Mall),  
LBS Marg, Bhandup (West), Mumbai - 400078, Maharashtra  
e-mail: [cgo@hdfcergo.com](mailto: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.

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### ABOUT OUR COMPANY

**Name of the company** – HDFC ERGO General Insurance Company Limited  
(IRDAI Reg No 146)

**Registered & Corporate Office:** 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai – 400 059.

**Website** – [www.hdfcergo.com](http://www.hdfcergo.com)

**Contact number** – 022 - 62346234

**Email** – [care@hdfcergo.com](mailto:care@hdfcergo.com)

### INSURANCE ACT 1938 SECTION 41- PROHIBITION OF REBATES

No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

**ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.**

**Disclaimer:** In the event of any question relating to interpretation of the insurance coverage, the policy document will prevail.