

Public Liability Insurance Policy – Special Purpose

Policy Schedule

1.	Policy No	Section I – 0304011815 Section II – 0304011816
2.	Insured	1. Indian Oil Corporation Limited Indian Oil Bhawan Bandra (E), Mumbai – 400 051 2. Bharat Petroleum Corporation Limited Bharat Bhavan, 4&6 Currimbhoy Road, Ballard Estate, Mumbai – 400 001 3. Hindustan Petroleum Corporation Limited Hindustan Bhawan, Ballard Estate, Mumbai – 400 001
3.	Policy Period	Effective date of Insurance Policy: 01 April 2025 Expiry date of Insurance Policy: 31 March 2026
4.	Territorial Limit	ANYWHERE IN INDIA
5.	Jurisdiction Limit	INDIA
6.	Limit of Liability	INR 100 crores in aggregate for Section I, sub-limited to INR 20 crores in aggregate for Section II
7.	Details of Insurance	<u>SECTION I:</u> The liability to pay compensation for loss of life, injury or damage in accordance with the law of the country awarded by the court of law, consumer forums, NHRC orders or orders from any statutory body, in connection with accidents attributed to LPG, provided such accident occur due to circumstances (situation of risk) covered below. Circumstances (situation of risk): 1. Whilst the filled LPG cylinders are carried out of the bottling plant. 2. Whilst the filled LPG cylinders are in transit in the hands of approved transporters. 3. The policy will include the filled cylinders stored in the distributor's premises. The policy will also include cylinders stored at authorized retail outlets/ any authorized point of sales (POS) etc. The word 'authorized' shall mean having valid agreement/ MOU with LPG distributors/ Oil Marketing Companies. 4. Whilst the filled cylinders are in transit from Oil Marketing Companies/ distributor's premises to registered customer's premises/ by customer under cash and carry system. The movement will cover direct supplies of LPG cylinders/ Free – trade LPG (FTL) cylinders in transit to customer by distributor and indirect supplies through any authorized Point of Sales (POS) having valid agreement/MOU with LPG distributors/ Oil Marketing Companies etc; and/or

		whilst the filled and empty cylinders are in transit from registered customer/ by customer under cash and carry system, to the distributor's premises/ POS / concerned Oil Marketing Companies. The movement will also cover LPG cylinders/ Free – trade LPG (FTL) cylinders in transit from customer and indirect supplies through any authorized point of sale (POS) having valid agreement/ MOU with LPG distributors/ Oil Marketing Companies. 5. Whilst the filled LPG cylinders are being used/lying in the registered customer's premises. However, the clause of registered customer premises will not apply for Free – trade LPG (FTL) customers as the customer are enrolled based on only proof of identity. Cash memo issued by authorized LPG distributor/ any authorized point of sale (POS) having valid agreement/ MOU with LPG distributors/ Oil Marketing Companies will also be the base for insurance cover for LPG cylinders/ Free – trade LPG (FTL) cylinder customers. 6. Whilst the empty cylinders are being carried back to the bottling plant. 7. Whilst arising out of the use of LPG supplied by the insured / distributor or POS authorized by insured in Reticulated system, Community Kitchens, other applications like geysers, lighting, generator sets and irrigation pumps etc. 8. Whilst the cylinder is being connected to LPG installation or being disconnected from LPG installation. 9. LPG used in Educational Institutions, Research Laboratories, Govt./ Municipal Hospitals, Midday meal schemes, Social Welfare Institutions being run for Child welfare/women welfare / social welfare Institutions (Children homes, old age homes, and homes for disabled persons etc.) 10. Restaurants, Hotels, private Hospitals / Clinics, Poultry Farms, Grain drain, brick kilns, Ceramic Industry, Agricultural applications, cottage Industry, heat treatment, Glass Industry, any other Industry using LPG. The Insurer will indemnify the insured against their legal liability established by the court of law to pay compensation including the claimant cost, fees and expenses anywhere in India in accordance with Indian law in the event of: a) Accidental bodily injury/loss of life to any person (not being a person engaged in and upon the service of the insured at the time of occurrence giving rise to such injury not a person claiming against the Insured under any workmen's compensation Act) b) Accidental damage to property (not being property of or belonging to or in custody or under the control of the Insured or any person in the services of the Insured or upon which the insured or any such person is or has been working if that damage result directly from such work) happening during the period of insurance in connection with leakage of LPG as described in the tender document.
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Cover:

Per Event: Rs. 75 lakhs
Per Year: Rs. 100 Crores

Where event means specific accident arising out of the circumstances as mentioned in the policy.

SECTION II:

Personal accident cover for loss of life, bodily injury and property damage at authorized customers registered premises. however, the clause of registered customer premises will not apply for Free – trade LPG (FTL) customers as the customer are enrolled based only on proof of identity (irrespective of liability at law)

S.no.	Cover required	Limit
1	Personal accident (Death)	Rs.6 lakhs per person per event
2	Medical Expenses	Rs.30 lakhs per event (Maximum Rs.2 lakhs per person, Immediate relief up to Rs.25,000/- per person)
3	Property Damage	Maximum Rs.2 lakhs per event at authorized customer's registered premises
4	For Policy Period	Rs.20 crores
Where event means specific accident arising out of the circumstances as mentioned in the policy		

Circumstances:

1. Whilst the filled LPG cylinders are carried out of the bottling plant.
2. Whilst the filled LPG cylinders are in transit in the hands of approved transporters.
3. The policy will include the filled cylinders stored in the distributor's premises. The policy will also include cylinders stored at authorized retail outlets/ any authorized point of sales (POS) etc. The word 'authorized' shall mean having valid agreement/ MOU with LPG distributors/ Oil Marketing Companies.
4. Whilst the filled cylinders are in transit from Oil Marketing Companies/distributor's premises to registered customer's premises/ by customer under cash and carry system. The movement will cover direct supplies of LPG cylinders/ Free – trade LPG (FTL) cylinders in transit to customer by distributor and indirect supplies through any authorized Point of Sales (POS) having valid agreement/MOU with LPG distributors/ Oil Marketing Companies etc; and/or whilst the filled and empty cylinders are in transit from registered customer/ by customer under cash and carry system, to the distributor's premises/ POS / concerned Oil Marketing

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8.	Deductible	INR 10,000 will be deducted only for claims settled under Section I
9.	Intermediary details	Direct

Public Liability Insurance Policy - LPG Distribution

PUBLIC LIABILITY POLICY

WHEREAS the insured designated in the schedule hereto has made or caused to be made to TATA AIG GENERAL INSURANCE COMPANY LIMITED. (Herein after called “the Company”) a proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein for the insurance hereafter contained and has paid the premium stated herein.

NOW THIS POLICY WITNESSETH that subject to the terms limitations exceptions and conditions contained herein or endorsed here-on the company will indemnify the insured as per section I and section II hereinafter mentioned to the extent provided hereinafter during the period stated in the schedule or during any subsequent period for which the company shall accept the renewal premium.

SECTION I: LEGAL LIABILITY

The liability to pay compensation for loss of life, injury or damage in accordance with the law of the country awarded by the court of law, consumer forums, NHRC orders or orders from any statutory body, in connection with accidents attributed to LPG, provided such accident occur due to circumstances (situation of risk) covered below.

Circumstances (situation of risk):

1. Whilst the filled LPG cylinders are carried out of the bottling plant.
2. Whilst the filled LPG cylinders are in transit in the hands of approved transporters.
3. The policy will include the filled cylinders stored in the distributor's premises. The policy will also include cylinders stored at authorized retail outlets/ any authorized point of sales (POS) etc. The word 'authorized' shall mean having valid agreement/ MOU with LPG distributors/ Oil Marketing Companies.
4. Whilst the filled cylinders are in transit from Oil Marketing Companies/ distributor's premises to registered customer's premises/ by customer under cash and carry system. The movement will cover direct supplies of LPG cylinders/ Free – trade LPG (FTL) cylinders in transit to customer by distributor and indirect supplies through any authorized Point of Sales (POS) having valid agreement/MOU with LPG distributors/ Oil Marketing Companies etc; and/or whilst the filled and empty cylinders are in transit from registered customer/ by customer under cash and carry system, to the distributor's premises/ POS / concerned Oil Marketing Companies. The movement will also cover LPG cylinders/ Free – trade LPG (FTL) cylinders in transit from customer and indirect supplies through any authorized point of sale (POS) having valid agreement/ MOU with LPG distributors/ Oil Marketing Companies.
5. Whilst the filled LPG cylinders are being used/lying in the registered customer's premises. However, the clause of registered customer premises will not apply for Free – trade LPG (FTL) customers as the customer are enrolled based on only proof of identity. Cash memo issued by authorized LPG distributor/ any authorized point of sale (POS) having valid agreement/ MOU with LPG distributors/ Oil Marketing Companies will also be the base for insurance cover for LPG cylinders/ Free – trade LPG (FTL) cylinder customers.
6. Whilst the empty cylinders are being carried back to the bottling plant.

7. Whilst arising out of the use of LPG supplied by the insured / distributor or POS authorized by insured in Reticulated system, Community Kitchens, other applications like geysers, lighting, generator sets and irrigation pumps etc.
8. Whilst the cylinder is being connected to LPG installation or being disconnected from LPG installation.
9. LPG used in Educational Institutions, Research Laboratories, Govt./Municipal Hospitals, Midday meal schemes, Social Welfare Institutions being run for Child welfare/women welfare / social welfare Institutions (Children homes, old age homes, and homes for disabled persons etc.)
10. Restaurants, Hotels, private Hospitals / Clinics, Poultry Farms, Grain drain, brick kilns, Ceramic Industry, Agricultural applications, cottage Industry, heat treatment, Glass Industry, any other Industry using LPG.

The Insurer will indemnify the insured against their legal liability established by the court of law to pay compensation including the claimant cost, fees and expenses anywhere in India in accordance with Indian law in the event of:

- a) Accidental bodily injury/loss of life to any person (not being a person engaged in and upon the service of the insured at the time of occurrence giving rise to such injury not a person claiming against the Insured under any workmen's compensation Act)
- b) Accidental damage to property (not being property of or belonging to or in custody or under the control of the Insured or any person in the services of the Insured or upon which the insured or any such person is or has been working if that damage result directly from such work) happening during the period of insurance in connection with leakage of LPG as described in the tender document.

Cover:

Per Event: Rs. 75 lakhs

Per Year: Rs. 100 Crores

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 6. Whilst the empty cylinders are being carried back to the bottling plant.
 7. Whilst arising out of the use of LPG supplied by the insured / distributor or POS authorized by insured in Reticulated system, Community Kitchens, other applications like geysers, lighting, generator sets and irrigation pumps etc.
 8. Whilst the cylinder is being connected to LPG installation or being disconnected from LPG installation.
 9. LPG used in Educational Institutions, Research Laboratories, Govt./Municipal Hospitals, Midday meal schemes, Social Welfare Institutions being run for Child welfare/women welfare / social welfare Institutions (Children homes, Old age homes, and homes for disabled persons etc.)
 10. Restaurants, Hotels, private Hospitals / Clinics, Poultry Farms, Grain drain, brick kilns, Ceramic Industry, Agricultural applications, cottage Industry, heat treatment, Glass Industry, any other Industry using LPG.
- a)** If any person shall sustain bodily injury solely and directly caused by accidental violent external and visible means arising from actual or alleged leakage from LPG cylinder supplied by policy holder or its authorized supplier during the policy period as defined in schedule, resulting in death or disablement as started hereafter the company shall pay to the Insured the persons named in the Schedule or his/her assignee/his/her legal personal representative the sum or sums hereinafter set forth, that is to say;
1. If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the death of the insured person, the sum insured stated in the Schedule hereto applicable to such insured person.
 2. If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of

- i. Sight of both eyes, or the actual loss by physical separation of the two entire hands or two entire feet or one entire hand and one entire foot or of such of sight of one eye the sum insured state in the Schedule hereto
 - ii. Use of two hands or two feet, or of one hand and one foot or such loss of sight of one eye and such loss of use of hand or one foot, the sum insured stated in the Schedule hereto
3. If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:
 - i. The sight of one eye or of the actual loss by physical separation of one entire hand or of one entire foot, fifty percent (50%) of sum insured stated in the schedule hereto, applicable to such insured person.
 - ii. Total and irrecoverable loss of use of a hand or a foot without physical separation, fifty percent (50%) of the sun insured stated in the schedule hereto applicable to such insured person.

For the purpose of clause (2) and (3) above, physical separation of a hand or foot means separation at or above the wrist and/or the foot at or above the ankle respectively.

4. If such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the insured person from engaging in any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the sum insured stated in the schedule hereto applicable to such insured person.
5. If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and partial irrecoverable loss of use or the actual loss by physical separation of the following then the percentage of sum insured as indicated below shall be payable:

INJURY	PERCENTAGE OF CAPITAL SUM INSURED
1. Loss of Toes	
All	20
Great - both phalanges	5
Great - one Phalanx	2
Other than great, if more than one toe lost,	1
Each toe	
2. Loss of hearing	
Both ears	50
One ear	15
3. Loss of thumb and four fingers of one hand	40
4. Loss of four fingers	35
5. Loss of thumb	
Both phalanges	25
One phalanx	10
6. Loss of index finger	
Three phalanges	10
Two Phalanges	8
One phalanx	4
7. Loss of middle finger	

Three phalanges	6
Two Phalanges	4
One phalanx	2
8. Loss of ring finger	
Three phalanges	5
Two Phalanges	4
One phalanx	2
9. Loss of little finger	
Three phalanges	4
Two Phalanges	3
One phalanx	2
10. Loss of metacarpuses	
First or second (additional)	3
Third, fourth or fifth (additional)	2

Any other permanent partial Disablement percentage as assessed by the doctors.

Exceptions applicable to Medical Expenses:

The company shall not be liable under this section for:

- Compensation under more than one of the foregoing clauses in respect of the same period of disablement;
- Any other payment after a claim under one of the clauses (1), (2), (3) or (4) has been admitted and become payable;
- Any payment in case of more than one claim under the section during any one period of insurance by which the maximum liability of company in that period would exceed the sum payable under clause (1) of this policy;
- Payment of compensation in respect of death, injury or disablement of the insured person from;
 - Intentional Self injury, suicide or attempted suicide
 - whilst under the influence of intoxicating liquor / drugs
 - arising or resulting from the insured committing any breach of the law with criminal intent.

EXCLUSION/EXCEPTIONS

This policy does not cover liability;

- Assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
- Arising out of earthquake, earth tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance
- Arising out of deliberate, willful or intentional non-compliance of any Statutory Provision and nonfulfillment of maintenance, proper quality control including guidelines prescribed by the policy holder.
- Arising out of loss or pure financial nature such as loss of goodwill, loss of market etc
- Arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation etc and mental injury, anguish or shock resulting there from.
 - Infringement of plans, copyright, patent, trademark, registered design.

6. Arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damage or arising out of criminal liabilities.
7. 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.
8. Directly or indirectly caused by or contributed by
 - a) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
9. This policy does not cover liability for claims arising out of the ownership, possession of, use by or on behalf of the insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following:
 - a) Claims caused by use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer.
 - b) Claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer
 - c) Claims for damage to any bridge, weigh bridge, road or anything beneath caused by weight of any motor vehicle or trailer or of the load unloaded therein.
 - d) Claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
10. Transportation of materials and/or hazardous/ dangerous substances outside Insured's premises unless specifically covered (except LPG cylinder empty and/or filled)
11. The ownership, possession or use by or on the behalf of the Insured of any aircraft, watercraft or hovercraft.
12. Damage to property owned, leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than
 - a) Premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to the part of the property on which the insured is working and which arises out of such work)
 - b) Employees and visitor's clothing and personal effects
 - c) Premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.
13. Injury and/ or damage occurring prior to the Policy inception Date in the Schedule, provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Insurer cannot agree when the damage or injury occurred, the
 - a) Injury should be deemed to have occurred when the claimant first consulted a qualified medicine practitioner in respect of such injury.
 - b) Damage shall be deemed to have occurred when it became first evident to the claimant even if the cause was unknown.

14. The deliberate conscious of intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
15. For the deliberate, conscious or intentional disregard of the Insured's technical or administrative management rules or policies, expressed or implied, requiring taking of reasonable steps to prevent claims.
16. Injury to any person under the contract of employment or apprenticeship with the Insured contractor (s) and/or sub-contractor (s) when such injury arises out of the execution of such contract.
17. Pollution howsoever caused (Pollution means contamination of the atmosphere, water and land)

GENERAL CONDITIONS:

- a) The consumer and insured will endeavour within 90 days of the accident to give written notice to the insurer as soon as reasonably practicable of any claims and shall give all such additional information as the Insurer may require. However, cut-off period for accepting any claims pertaining to the policy period shall be 90 days after the end of period of Insurance. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Insurer immediately they are received by the Insured.
- b) This insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Insurer, on 15 days' notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of cancellation. In either case premium will be refunded only if there is no claim under the policy.
- c) In the event of liability arising under the policy or payment of a claim under this policy, the limited indemnity per any one year under the policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. The aggregate limit of indemnity can be reinstated on payment of extra premium as would be agreed.
- d) It is also hereby further expressly agreed and declared that if the Insurer shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months or time period as per applicable law from the date of such disclaimer have been made the subject matter of suit in a court of law then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- e) The Insurer shall not be liable to make any payment under this policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by insured or by any person on behalf of the insured and/or if the insurance has been continued in consequence of any material misstatement or the non-disclosure of any material information by or on behalf of the Insured.
- f) No claim shall be payable under this policy unless the cause of action arises in India. All proceedings shall be subject to Indian Law.
- g) 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.

Immediate Relief

Immediately on occurrence of an accident requiring hospitalization of victim(s), insurer will authorize an immediate relief up to Rs. 25,000 per person on confirmation of liability by the insurer and production of



“Immediate relief certificate” by the authorized representative of insured. The amount so paid will be subject to adjustment in final settlement of claim.

Limit exhausted

If compensation to the extent of entire personal accident cover under Section II is exhausted, the cover will be increased by payment of additional premium which will be matching with enhancement value beyond 20 crores. The quantum of excess claim will be assessed as and when compensation to the extent of entire personal accident cover is paid, latest by end of the last day of the reporting period. The additional premium plus applicable tax element will be in the ratio of 50:25:25 by IOC, BPC and HPC respectively and input relief shall be availed individually. Accordingly, successful bidder will be required to issue separate invoices to each of the Oil Marketing Companies (Indian Oil Corporation Ltd., Bharat Petroleum Corporation Ltd & Hindustan Petroleum Corporation Ltd.)