Premises Pollution Liability Insurance
Prospectus

Premises Pollution Liability Insurance provides coverage to the Insured for any costs incurred by him on account of any Pollution Condition as covered under the policy. The following benefits are available under the policy:

- Own Remediation Costs: Pays remediation costs (including expenses incurred in investigation, quantification, monitoring, abatement, removal, disposal treatment, neutralization, immobilization of pollutants and includes reasonable legal and replacement costs) arising out of any pollution condition occurring at covered locations, discovered during period of Insurance
- Imposed Remediation Costs: Remediation costs arising out of any pollution, at covered locations, where these costs result from regulatory action or requirement of a third party first imposed during the period of Insurance
- Legal Liability: Pays all sums which the insured shall become legally liable to pay as damages in respect of accidental bodily injury, property damage or trespass, nuisance or obstruction arising out of pollution at covered locations
- Transportation Liability: Pays all sums which insured shall become legally liable to pay as damages in respect of accidental bodily injury, property damage or trespass, nuisance or obstruction arising out of pollution caused by products or waste of the Insured during transportation. The company will also pay costs and expenses and remediation costs which arise out of such pollution condition
- Business Interruption: Business loss incurred by the insured during the period of interruption directly arising from a pollution condition provided that the business interruption loss is notified within the period of insurance or during applicable extended reporting period.

The following extensions are available to the Insured:

- Indemnity to Others: Indemnifies under 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
- Cross Liability: When more than one party comprises the insured, any claim by one insured against any other insured shall be treated as though the party claims under the policy is not an insured party

Major Exclusions

- Radioactive Contamination
- Any Contractual Liability over and above legal liability
- Any loss of use or diminished value of property belonging to the Insured
- Fines, liquidated damages, punitive or exemplary damages or under any penalty clause
- War
- Asbestos & lead
- Violation of Law/Regulations
- Any occurrence w.r.t which the insured was aware before policy start date

- Any Occurrence after policy period
- Payments which aren't allowed under Sanctions imposed (e.g. Sanctions by UN, EU, USA)

Limit of Liability

- The limit of Indemnity under policy is estimated on the basis of aggregate limit. An aggregate limit is the most an insurer will pay during the policy period.

- There is a provision of increasing the aggregate limit on payment of additional premium, the aggregate limit can be increased by way of an endorsement. This can be out of increase in the business of the insured or new contractual requirement of the Insured.

The policy can be annual as well as multi year.

Benefits of buying this policy

- This policy will help in protecting business from claims arising out of pollution related expenses and damages.
- It will protect if damages occur to the property of others
- It helps to fulfil the regulatory/compliance or contractual needs

Claims

The Insured must submit claims notifications in writing to:
ICICI Lombard General Insurance Company Limited
ICICI Lombard House, 414,
Veer Savarkar Marg, Prabhadevi Mumbai 400 025

Such notice shall be effective on the date of receipt by the Company at such address

Cancellation

The Insured can cancel the policy at any time during the 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 policyholder.
The Company shall –
i) refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.
ii) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

Grievance Redressal

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDAI Grievance Call Centre (IGCC) at their toll free no. 1800 4254 732 / 155255.
You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: www.irdai.gov.in, or on the Company's website at www.icicilombard.com.

STATUTORY WARNING

PROHIBITION OF REBATES

(Under Section 41 of Insurance Act 1938)

(1)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 [or continuing] a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

[Provided that acceptance by an insurance agent of commission in connection with a policy of any class of insurance business taken out by himself in relation to risks associated with his own life, health or property shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.]

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.