

THE NEW INDIA ASSURANCE COMPANY LIMITED
87 M G ROAD, MUMBAI 400 001

UPDATED AS ON 01.01.1998

PUBLIC LIABILITY
(Non-Industrial Risks)
SECTION 1
GENERAL RULES AND REGULATIONS

1. Applicability

This Agreement applies to non-industrial risks such as Hotels, Motels, Club Houses, Restaurant, Boarding and Lodging Houses, Flight Kitchens, Cinema Halls, Auditoriums, Theatres, Public Halls, Pandals, Open Air Theatres, Residential Premises, Offices/ Administrative Premises, Medical Establishments, Institutions, Airport Premises (other than aviation liabilities), Schools/ Educational Institutions, Libraries, Exhibitions, Fairs and Fetes, Stadiums and Pandals, Permanent Amusement Parks, Film Studios - Indoor & Outdoor, Zoos, Depots, Warehouses, Godowns, Shops, Tank Farms and similar other non-industrial risks with aggregate limits of indemnity any one year/during the policy period upto the capacity of the Company under its net retention and Automatic Reinsurance facilities.

Any proposals outside the scope of the Market Agreement may be considered by the Companies on merits. Premium, rates and other terms and conditions for such covers may be decided by the Companies and if required, in consultation with their Reinsurers.

Risks which are not at present specified under the Market Agreement will be rated by the Companies using the Market Agreement as guidelines for "like or similar risks". In respect of risk for which there are no guiding Market Agreement provisions, the same may be rated by the Companies at their end without reference to GIC/Market Agreement Committee. Details of such proposals, however, are to be sent to GIC for information only.

2. Effective date

This Agreement will come into force from December 1, 1991.

3. Standard Proposal Form

Insurer shall obtain duly completed Standard Proposal Form from the proposers at inception and subsequent renewals. The specimen proposal form is prescribed in the Market Agreement. No cover shall be granted unless a declaration as provided for in the proposal form is obtained from the proposer to the effect that all statutory requirements relating to the business activities are complied with.

4. Standard Policy Form

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All Policies fresh and renewals issued under this Agreement shall be in the Standard Policy Form prescribed hereunder.

5. Liabilities Covered

Policies issued under this Agreement Cover all sums which the Insured becomes legally liable to pay as damages to third party in respect of accidental death/bodily injury/disease and loss of or damage to property arising out of claims first made in writing against the Insured during the policy period including legal costs and expenses incurred with prior consent of Insurers, subject always to the limits of indemnity and other terms, conditions and exceptions of the policy.

It shall not be permissible to issue any Public Liability Insurance Policy with unlimited liability. The ratio of limit of indemnity any one accident to any one year shall not exceed 1:4.

6. Pollution Risks

Policies issued under this Agreement shall not include cover for Pollution risks unless otherwise specifically included by endorsement prescribed hereunder and additional premium as per Agreement collected thereof. Wherever applicable the proposer shall furnish certificate/consent letter from the Pollution Control Board granting permission to carry on their activities.

7. Cover for Multiple Units

It shall be permissible to insure various units situated at different locations under single limits of indemnity per Any One Accident/Any One Policy period provided appropriate premium is paid as per the Rating Schedule - Section II.

8. Extension sought under the main policy shall not have indemnity limit in excess of the main cover.

9. Premium

The rates of premium under this Agreement are annual rates. Full premium under the policy shall be paid at inception. It is not permissible to accept premium in instalments.

Turnover figure wherever required shall be accurately assessed and declared by the proposer at inception of the policy. In case the insured anticipates any increase/decrease in turnover, during the policy period such fluctuations should be immediately notified to the insurer and necessary adjustments made. Under no circumstances it shall be permissible to adjust the premium for the turnover after expiry of the policy.

10. Retroactive Date

Retroactive Date is the date when the risk is first incepted under a claims made policy and thereafter renewed without break in the period of cover.

11. Revision in Limits of Indemnity

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- a) Mid-term increase/decrease in the limits of indemnity limit during the currency of the policy period will be at the discretion of the Head Office of the Company. Whenever changes in indemnity limits are agreed to, the revised retroactive date showing indemnity limits available at various dates shall be incorporated in the Policy Schedule.

If insured wish to seek protection for an anticipated liability in excess of available limits of indemnity for past periods due to different retroactive dates the Company may consider granting "run-off" cover based on merits of each case. Rates, terms and conditions for such "run-off" covers may be finalised by the Companies and if necessary, they may consult their Reinsurers.

- b) Similar procedure as detailed in the earlier para (para `a') shall be followed whenever an insured changes his Insurers.

12. Compulsory Excess

All Policies issued under this Agreement shall be subject to compulsory excess of 1/4% of the limit of indemnity per any one accident subject to a minimum of Rs. 1000 (Rupees One Thousand only) and a maximum of Rs. 1,00,000 (Rupees One Lakh only). The Insured shall bear this Compulsory Excess which is applicable to both property damage claims and death/bodily injury claims inclusive of defence costs arising out of any one accident.

13. Voluntary Excess

The following discounts on the premium may be allowed for Voluntary Excess opted by the Insured.

Voluntary Excess (Percentage of Limit of Indemnity per any one Accident) – –	Discount (%) –
5	2.5
7.5	5.0
10	7.5
15	10.0
20	12.5
25	15.0
35	20.0
50	25.0

The Voluntary Excess shall be in addition to the Compulsory Excess and shall be applicable to both property damage claims and/or death/bodily injury claims inclusive of defence costs arising out of any one accident.

14. Short Period Premium

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It shall not be permissible to issue Policies for periods more than 12 months. The following short period scale of premium shall apply to (i) policies issued for periods less than 12 months and (ii) policies cancelled during the currency at the request of the insured subject to no claim:

Period	_ _	Rate	_
(Not exceeding)			
1 week		10% of the Annual rate	
1 month		25% of the Annual rate	
2 months		35% of the Annual rate	
3 months		50% of the Annual rate	
4 months		60% of the Annual rate	
6 months		75% of the Annual rate	
8 months		85% of the Annual rate	
Exceeding 8 months		Full Annual premium	

In case turnover declared relates to the period of cover selected the above short period scale will be applicable only on the indemnity premium and full turnover premium should be charged. For annual policies cancelled during the currency at the request of the insured, premium should be adjusted at the Short Period Scales for the actual period of cover subject to no claims. No refund is permissible in case of any claim under the policy.

The short period premium is subject to the minimum premium in the Rating Schedule.

15. Third Party Liability Insurance in respect of lift(s) are to be issued on the policy wording prescribed for Public Liability Insurance. The premium will be Rs. 3 per mille on the annual limit under the policy. The applicable excess will be 0.25% of AOA limit subject to minimum of Rs. 1,000/- and maximum of Rs. 1.5 lacs.

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PUBLIC LIABILITY AGREEMENT

(NON-INDUSTRIAL RISK)

SECTION - II

RATING

The various covers falling within the scope of this Market agreement have rating structure depending on two main components viz., Limit of indemnity opted under the policies and estimated annual turnover, as provided for and explained in Tables forming part of this Market Agreement.

The basic rate depends upon Risk Group (as given in relevant sections based on

- (i) type of construction of the Risk and/or occupancy/storage
(as per Annexure A & B)
- (ii) the ratio of limits of indemnity of any one accident to any one year selected.

Classification of the construction is applicable to the main structure or premises etc. However detached structures of inferior constructions outside 15 metres of the main structure shall not affect the classification of construction.

Additional premium :

For premises having height of more than 22 metres - 10 pct of the applicable indemnity premium should be charged.

For lift/s - 10 pct of indemnity premium.

(Additional premium are not cumulative).

A. On Indemnity Limit per Any One Accident.

The basic rate depends upon (i) Risk Group and (ii) the ratio of limits of indemnity of any one accident to any one year selected.

The basic rate (applicable per mille) for the ratio of limits of indemnity of any one accident to any one year will be as given under

TABLE - 1

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Risk Group	Ratio of Indemnity AOA to AOY			
	1 : 1	1 : 2	1 : 3	1 : 4
1	0.15 pm	0.22 pm	0.27 pm	0.30 pm
2	0.18 pm	0.26 pm	0.32 pm	0.36 pm
3	0.21 pm	0.30 pm	0.37 pm	0.42 pm
4	0.24 pm	0.34 pm	0.42 pm	0.48 pm

To arrive at the final rate, the above basic rate is to be multiplied by the applicable multiplier as per the following table of limit of indemnity per any one accident opted.

TABLE - 2
LIMIT OF INDEMNITY AND MULTIPLIER THEREOF

Limit of Indemnity per any one accident (Rs. in lacs)	Multiplier	Limit of Indemnity per any one accident (Rs. in lacs)	Multiplier
Upto 10	28	Upto 350 - 1st 300 Next 50	18 17
Upto 25 - 1st 10 Next 15	28 26	Upto 400 - 1st 350 Next 50	17 16
Upto 50 - 1st 25 Next 25	26 25	Upto 450 - 1st 400 Next 50	16 15
Upto 75 - 1st 50 Next 25	25 24	Upto 500 - 1st 450 Next 50	15 14
Upto 100 - 1st 75 Next 25	24 23	Upto 600 - 1st 500 Next 100	14 13.5
Upto 150 - 1st 100 Next 50	23 21	Upto 700 - 1st 600 Next 100	13.5 13
Upto 200 - 1st 150 Next 50	21 20	Upto 800 - 1st 700 Next 100	13 12
Upto 250 - 1st 200 Next 50	20 19	Upto 900 - 1st 800 Next 100	12 11
Upto 300 - 1st 250 Next 50	19 18	Upto 1000 - 1st 900 Next 100	11 10

The final rate so arrived at is to be applied on the limit of indemnity per any one accident.

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Multiple units covered under Single Indemnity Limit:

If more than one unit/establishment of the insured, located at different sites is to be covered within one single overall Indemnity Limit per any one accident/any one year under the policy, the premium on Indemnity Limits (vide "A" above) shall be multiplied by the following multipliers :

TABLE - 3

No. of Locations	Ratio of Limits of Indemnity AOA to AOY			
	1 : 1	1 : 2	1 : 3	1 : 4
1	1.0	1.0	1.0	1.0
2	1.35	1.5	1.6	1.75
3	1.50	1.7	2.0	2.2
4	1.65	1.9	2.25	2.5
5	1.8	2.05	2.5	2.8
6	1.9	2.15	2.65	3.0
7	1.95	2.25	2.75	3.2
8	2.0	2.35	2.85	3.35
9	2.0	2.45	2.95	3.45
10	2.0	2.5	3.00	3.50
11	2.0	2.5	3.05	3.55
12	2.0	2.5	3.10	3.60
13	2.0	2.5	3.15	3.65
14	2.0	2.5	3.15	3.70
15 & above	2.0	2.5	3.15	3.75

If the units/establishments belong to different risk groups the premium on indemnity limits vide "A" above shall be based on the highest risk group.

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TABLE 4
LOADING ON TURNOVER
(For Risk Group 1)

Annual Turnover	Premium
First Rs. 1 crore	Rs. 1000 (min.)
Exceeding Rs. 1 crore but not exceeding Rs. 5 crores (Next Rs. 4 crores)	Rs. 1000 + 0.07%* on the excess over Rs. 1 crore
Exceeding Rs. 5 crores but not exceeding Rs. 10 crores (Next Rs. 5 crores)	Rs. 3800 + 0.06%* on the excess over Rs. 5 crores
Exceeding Rs. 10 crores but not exceeding Rs. 50 crores (Next Rs. 40 crores)	Rs. 6800 + 0.05%* on the excess over Rs. 10 crores
Exceeding Rs. 50 crores but not exceeding Rs. 100 crores (Next Rs. 50 crores)	Rs. 26800 + 0.04%* on the excess over Rs. 50 crores
Exceeding Rs. 100 crores but not exceeding Rs. 250 crores (Next Rs. 150 crores)	Rs. 46800 + 0.03%* on the excess over Rs. 100 crores
Exceeding Rs. 250 crores but not exceeding Rs. 500 crores (Next Rs. 250 crores)	Rs. 91800 + 0.02%* on the excess over Rs. 250 crores
Exceeding Rs. 500 crores	Rs. 141800 + 0.01%* on the excess over Rs. 500 crores

The above Table is applicable for Risk Group 1. For Risk Groups 2, 3 and 4 the premium as per Table 4 above shall stand increased as under :

RISK GROUP	PREMIUM
2	110% of Group 1 premium
3	120% of Group 1 premium
4	140% of Group 1 premium

If more than one unit/establishment situated at different locations, is covered under one single Indemnity Limit under the Policy, separate loading on Turnover shall be applied as above for each unit/establishment depending

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on the Risk Group or on the total turnover treating the risk under the highest Risk Group applicable whichever is favourable to the Insured.

For the purpose of applying Turnover loading, if turnover of such units/establishments is not ascertainable separately the premium for such units/establishments shall be calculated at the rates applicable to the highest Risk Group.

Transportation Cover :

It is permissible to extend the policy to cover transportation by collecting addition premium as below :

When transportation limits sought are less than the Sum Insured under the policy and form part of the Premises Indemnity granted, then 50% of the premium applicable to the premises indemnity limit shall be applied to the limit chosen for transportation in the proportion that the premises limit of indemnity bears to the transportation limit of indemnity. If the transportation limits sought :

- (a) are more than the limit of the Premises Risks or
- (b) the ratio of AOA to AOY required for transportation risks are different from those opted for the premises risks or
- (c) transportation cover is required without premises cover.

then a separate policy may be issued for transportation collecting 100% as applicable.

Act of God Perils :

Additional Premium will be as under, depending on the Seismic Zones in which the Risk is situated :

Zone 1	-	10	pct	on	gross	premium
2	-	7.5	pct	-	"	-
3	-	5	pct	-	"	-
4	-	2.5	pct	-	"	-

If more than one unit/establishment, situated in different Seismic Zones are covered under one Policy, additional premium will be charged depending on the risk attracting the highest rate.

For Hotels/Motels/Club Houses/Restaurants/Boarding and Lodging Houses/Guest Houses including Flight Kitchens

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Basic Rates for Class I and Superior construction will be as per Risk Group I of TABLE 1 and for CLASS II constructions as per RISK GROUP 2 of TABLE 1.

The basic rate as above should be multiplied by applicable multiplier as per TABLE 2 depending on the Any One Accident limit under the policy. The resultant rate should be applied on the AOA limit under the policy to arrive at the indemnity premium under the policy.

LOADING ON TURNOVER :

In addition to the premium on Indemnity as above loading on turnover as shown in Table 4 shall be charged on the previous year's gross annual turnover or the current year's projected annual turnover whichever is higher. The term TURNOVER shall mean `all revenue earned through occupancy in the hotel, sale of food and beverages including liquor, conferences, marriage parties, outside catering, rental received from shopping arcades, revenue earned from guests for using hotel facilities and sale across the counter and other miscellaneous incomes including all levies, taxes and surcharges.

The Policies envisaged under the Market Agreement can be extended to cover following risks :

- (a) Valuables under Care, Control and Custody
- (b) Food and Beverages
- (c) Extra facilities such as health clubs, beauty parlours
shops swimming pools, indoor and outdoor sports:
- (d) Aqua Sports facilities
- (e) For inclusion of Skydiving, Skiing and hang gliding

Above additional premiums are to be calculated separately on Indemnity Premium and not on cumulative basis. The additional premium may be calculated as under :

50% of the premium applicable to the premises limit shall be applied to the limit chosen for the concerned extension in the proportion that the premises limit of indemnity bears to the limit of indemnity selected for the extension. The premium however shall in no case either be less than Rs. 250/- or exceed the amount arrived at by applying the percentage premium stipulated in the Market Agreement for limits of indemnity equal to those placed for the premises risk.

Premium as stipulated above shall be charged separately for each facility.

- (f) **Act of God Perils:**

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Additional Premium will be as under, depending on the Seismic Zones in which the Risk is situated :

Zone 1	-	10	pct on gross premium
2	-	7.5	pct - do -
3	-	5	pct - do -
4	-	2.5	pct - do -

If more than one unit/establishment, situated in different Seismic Zones are covered under one Policy, additional premium will be charged depending on the risk attracting the highest rate.

(g) Pollution extra:

When the policy is extended to cover the risk of Accidental Pollution, the following loading on total premium (Indemnity premium + Turnover loading) shall be applied :

Risk Group	1	10	pct of total premium
	2	15	- do -
	3	30	- do -
	4	50	- do -

Compulsory Excess : 0.25 pct of AOA limit subject to
minimum of Rs. 1000/- and
maximum of Rs. 1,00,000/-.

Minimum Premium under the Policy should be Rs.1000/-.

CINEMA HALLS/AUDITORIUMS/THEATRES/OPEN AIR
THEATRES/PUBLIC HALLS

Basic Rate for risks situated in Class I and Superior Constructions will be as per RISK GROUP I of TABLE I, which should be multiplied by applicable multiplier

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as per TABLE II depending on Any One Accident limit under the policy. The resultant rate should be applied on Any One Accident Limit under the policy to arrive at the indemnity premium.

In addition to the indemnity premium, loading at the rate of Re. 1/- per seat per head should be charged according to seating capacity. Wherever seating capacity is not determinable, double the indemnity premium should be charged.

For Risks situated in Class II constructions indemnity Premium arrived at for Class I construction should be loaded by 10 pct and seating extra to be collected as above.

For extending the policy to cover liabilities arising out of food and beverages supplied by the Insured the additional premium may be calculated as under and suitable Endorsement be made as provided for :

50% of the premium applicable to the premises limit shall be applied to the limit chosen for the concerned extension in the proportion that the premises limit of indemnity bears to the limit of indemnity selected for the extension. The premium however shall in no case either be less than Rs. 250/- or exceed the amount arrived at by applying the percentage premium stipulated in the Market Agreement for limits of indemnity equal to those placed for the premises risk.

Minimum premium under the policy should be Rs. 1000/-.

Compulsory Excess: 0.25 pct of AOA limit subject to a minimum of Rs. 1000/- and a maximum of Rs. 1,00,000/-.

**OFFICE/RESIDENTIAL
PREMISES/MEDICAL
ESTABLISHMENTS/RESEARCH
LABORATORIES/AIR PORT**

**PREMISES/ADMINISTRATION
INSTITUTIONS AND**

PREMISES

(other than Aviation Liabilities)

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The basic rate is to be arrived at treating the risks under Risk Group I of Table 1 which should be multiplied by applicable multiplier as per Table II depending on the Any One Accident Limit under the Policy. The resultant rate should be applied on the Any One Accident Limit to arrive at the indemnity premium.

For risks situated in Class I and Superior Construction the premium would be 25% of the indemnity premium and for Class II construction 50% of indemnity premium arrived as above.

Pollution Extension : for extending the policy to cover accidental pollution additional premium of 10% on the above premium should be charged.

Minimum premium under the Policy - Rs. 500/-

Compulsory Excess : 0.25 pct of AOA limit subject to a minimum of Rs.1000/- and a maximum of Rs. 1,00,000/-.

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SCHOOLS/EDUCATIONAL INSTITUTIONS/PUBLIC LIBRARIES

The basic rate is to be arrived at by treating the risk under Risk Group I of Table 1 which should be multiplied by the multiplier as per TABLE II as applicable to Any One Accident Limit under the Policy. The resultant rate should be applied on Any One Accident Limit to arrive at the indemnity premium.

For risks situated in Class I and Superior Construction the indemnity premium would be 25 pct of indemnity premium.

For risks situated in Class II construction the indemnity premium as per Class I risks should be loaded by 10 pct.

In addition to indemnity premium, loading @ Rs. 1/- per non-resident student and Rs. 2/- per resident student should be collected.

If desired, the policy can be extended to cover Insured's legal liabilities to third parties arising out of Food and Beverages supplied by them subject to consideration of additional premium.

The policy can also be extended to cover Insureds legal liability arising out of hazardous sports arranged by them subject to consideration of additional premium. The additional premium for each extension may be calculated as under :

50% of the premium applicable to the premises limit shall be applied to the limit chosen for the concerned extension in the proportion that the premises limit of indemnity bears to the limit of indemnity selected for the extension. The premium however shall in no case either be less than Rs. 250/- or exceed the amount arrived at by applying the percentage premium stipulated in the Market Agreement for limits of indemnity equal to those placed for the premises risk.

Minimum premium under the One Policy - Rs. 1000/-.

Compulsory Excess : 0.25 pct of Any One Accident limit subject to minimum of Rs. 1,000/- and a maximum of Rs.1,00,000/-.

*(Hazardous sports means mountain climbing, skydiving hang gliding, skiing and aqua sports and similar other hazardous sports).

Students are treated as third parties under the policy but not the teachers and other staff members who are employed by the Institutions.

Kidnapping of students are not covered under the scope of policy and specific exclusion should be added when policies are issued.

EXHIBITIONS/FAIRS AND FETES/STADIUMS AND PANDALS

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The basic rate will be as per risk GROUP IV of Table 1 which should be multiplied by applicable multiplier as per TABLE II as applicable to Any One Accident limit under the Policy. The resultant rate should be applied on the Any One Accident Limit to arrive at the indemnity premium.

No loading on turnover is applicable.

Minimum premium under the policy - Rs. 1000/-.

Compulsory Excess : 0.25 pct of Any One Accident limit subject to a minimum of Rs. 1,000/- and a maximum of Rs. 1,00,000/-.

PERMANENT AMUSEMENT PARKS

1) Premium on Indemnity Limit

The basic rate will be as per Risk Group IV of Table I which should be multiplied by applicable multiplier as per Table II depending on the Any One Accident limit under the policy. The resultant rate should be applied on the Any One Accident limit to arrive at the indemnity premium.

2) Loading on Turnover

In addition to indemnity premium as per (1) above, loading on turnover as shown in Table 4 shall be charged on the previous year's gross annual turnover or the current year's projected turnover, whichever is higher. The term turnover shall mean all gate-monies, hiring charges for various games and facilities, hiring charges for the use of the premises paid by corporate clients/film producers, etc. and levies and taxes applicable.

Minimum premium under the policy : Rs. 1000/-

Compulsory Excess : 1 pct of Any One Accident Limit subject to minimum of Rs. 10,000 and maximum of Rs. 1,00,000.

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FILM STUDIOS - INDOOR AND OUTDOOR/CIRCUS/Z00

Basic Rate for Risk will be as per Risk Group IV of Table I which should be multiplied by applicable multiplier as per TABLE II as applicable to Any One Accident Limit under the Policy. The resultant rate should be applied on the Any One Accident Limit under the Policy to arrive at the indemnity premium.

In case of Outdoor Film Shootings - 25% loading on the Indemnity premium.

In case of circus if annual policies are taken, cover will operate only when the circus is located in a place. For covering liability arising while the circus is on the move - 25% loading on the Indemnity premium should be charged.

Minimum premium under the Policy - Rs. 1000/-.

Compulsory Excess : 0.25 pct of Any One Accident limit subject to a minimum of Rs. 1,000/- and maximum of Rs. 1,00,000/-

DEPOTS/WAREHOUSES/GODOWNS/SHOPS/TANK FARMS

The basic rate is to be arrived at by treating the risk under the applicable Risk Group which should be multiplied by applicable multiplier as per TABLE II as applicable to the AOA limit under the policy. The resultant rate should be applied on the indemnity limit for Any One Accident to arrive at the indemnity premium.

For determining the Risk Group of the premises for the purpose of rating, the goods stored in the premises are classified as Non-hazardous, hazardous and Extra hazardous as under:

For Superior & Class I Construction:

	Risk Group	Shops/ Depots	Godowns Warehouses	Tank Farms incl handling operations)
Non-hazardous	I	50% of gross premium i.e. indemnity + loading on turnover as per Table 4	50 pct of indemnity prem + 75 ps. per 1 cub. meter extra.	100% of indemnity premium + Turnover
Hazardous	III	50 pct. of gross premium i.e. in-	50 pct. of indemnity	as above.

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dennity premium premium +
+ loading on 1.50 paise
turnover as per per 1 cub.
Table 4 meter

Extra Hazardous IV 50 pct of gross 50 pct of as above.
premium i.e. in- indemnity
demnity premium premium +
+ loading on Rs. 3/-
turnover as per per 1 cub.
Table 4 meter

For Class II Construction & Others :

Risk Group	Shops/ Depots	Godowns Warehouses	Tank Farms (incl handling operations)
Non-hazardous	I 75% of gross premium i.e. in- demnity premium loading on turnover as per Table 4	75 pct of indemnity prem + 75 ps. per 1 cub. meter extra.	100% of indemnity
Hazardous	III 75 pct. of gross premium i.e. in- demnity premium + loading on turnover as per Table 4	75 pct. of indemnity premium + 1.50 paise per 1 cub. meter	as above.
Extra Hazardous	IV 75 pct of gross premium i.e. in- demnity premium + loading on turnover as per Table 4	75 pct of indemnity premium + Rs. 3/- per 1 cub. meter	as above.

In case, more than one location is to be covered under single policy location extra as provided for in Table 3 should be charged. Rating will depend on the highest category of risk covered under the policy. Cubic mtr. extra is applicable for all locations covered under the policy.

If pollution risk is to be covered the additional premium at following rates should be charged:

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Risk Group I - 10 pct of total premium

III - 30 pct of total premium

IV - 50 pct of total premium

Note: In case one hirer wants cover for part space occupied by him, full premium as applicable to godown should be charged.

Minimum premium under the Policy - Rs. 500/-.

Compulsory Excess : 0.25 of Any One Accident limit subject to a minimum of Rs.1000/- and a maximum of Rs.1,00,000/-

6. CONTRACTORS FOR MAINTENANCE JOBS

The basic rate will be as per Risk Group of the premises on which the job is carried out (as per Table I) which should be multiplied by the applicable multiplier (as per Table II) as applicable on the AOA Limit under the policy plus turnover extra on Contract Value as per Table 4.

Location extra as per Table 3 should be charged wherever applicable.

Minimum premium under the policy - Rs. 500/-

Compulsory Excess - 0.25 pct of AOA limit subject to a minimum of Rs.1000/- and a maximum of Rs. 1,00,000/-

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PROPOSAL FORM FOR PUBLIC LIABILITY INSURANCE
(For non-industrial risks)

Liability of the company does not commence until the proposal has been accepted and the premium paid

THE TERRITORIAL LIMIT AS APPLICABLE TO THIS POLICY IS ANYWHERE
IN INDIA

All questions should be answered with respect to each unit/establishment.

1. Name of the proposer (in full)
2. Address of the proposer
3. Address of each of the premises and/or chain of establishments to be insured
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.
4. Full description of each of the premises
 - a) Type of construction
 - b) Age of the building
 - c) No. of floors and height of the building which floor is occupied by you?
 - d) Details of other occupants
 - e) Details of the lifts, elevators, escalators etc., please specify make and capacity.
 - f) Activities being carried on in the premises
5.
 - a) Are the premises/equipments/ machineries in sound condition of repair,
 - b) Details of surrounding areas/property.
6. Have you complied with all statutory rules/ regulations pertaining to the premises and your business activities:
7.
 - a) Does the premises have boundary/fencing:
 - b) Security/safety arrangements?

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- c) Details of systems provided for prevention of fire, explosion etc.,
 - d) Details of emergency plan' if any:
8. Do you handle or use or store gases/hazardous/toxic/radioactive materials and/or equipments in the premises. If yes, please give details of max. capacity stored/used/handled at a time.
9. Please give the claims history for the last three years in the following format:

Year	20	20	20
No. of claims	-	-	-
Total amount paid	Rs.	Rs.	Rs.
Bodily injury			
Property damage			
Cost of Defence actions			
Total amount of pending claims			
Bodily injury			
Property damage			
Cost of Defence action			

10. Has your proposal or renewal been declined or premium been increased or special terms has been imposed by any insurer in the past?
11. Please indicate the limits of indemnity required
- a) Any one accident
 - b) Any one year

12. Policy period required - From _____
To _____

As the case may be include questions relevant to the particular risk.

- 13.
- 14.
- 15.

I/We desire to effect an insurance in terms of the public liability policy of the company against the limits of indemnity specified above. I/We hereby declare that all statutory provisions relating to my/our business proposed for insurance are complied with. I/We further declare that the above statements and particulars are true, and I/We have not omitted, suppressed, misrepresented or misstated any material fact and I/We agree that this declaration shall be the basis of the contract between me/us and the company, and be incorporated therein.

SIGNATURE OF THE PROPOSER

PLACE :

DATE :

THE NEW INDIA ASSURANCE COMPANY LIMITED
87 M G ROAD, MUMBAI 400 001

SECTION 41 OF INSURANCE ACT 1938
PROHIBITION OF REBATES

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 continuing a policy accept any rebate except such rebate as may be allowed in accordance with the prospectus or tables of the Insurer.
2. Any person making default in employing with the provisions of this section shall be punishable with fine which may extend to five hundred rupees.

FOR HOTELIERS/MOTELS/CLUB HOUSES/RESTAURANTS

13. i) Max. no. of beds
Average occupancy per year
Max. seating capacity of
conference halls/rooms. night clubs,
discotheques if any, and floor on
which they are located.

No. of restaurants and seating capacity in each
restaurant.
- ii) What are the other facilities provided:
 - a) Please specify whether any of these
facilities is operated and controlled
by you -

e.g. Health clubs
Beauty parlours
Hair dressers
Shops
Swimming pools (life guards provided or not)

Sports (please specify)
 - (a) Indoor (Table Tennis, Squash, Bowling etc)
 - (b) Outdoor (Boating, Tennis, Golf, Swimming etc.)

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- (c) Aqua Sports (Boating, Deep Sea-Diving etc.)
- (d) Skiing, Hang Gliding, Sky Diving

Whether the above facilities are available to residents only and their guests or also available to club members and their guests.

- b) Other facilities (e.g. car parking) please specify and give details of security measures where applicable.
- c) Do you have a separate strong-room/cloakroom to store items deposited by bonafide residents/guests for safe keeping.
Please specify records maintained in respect of items so deposited and the special security arrangements for this room.

14. Do you need cover against risks associated with foods beverages served in/by your establishment?

15. State the Estimated Annual turnover revenue receipts:

Please include all revenue earned through occupancy in the hotel, sale of food and beverages including liquor, conferences, marriage parties, outside catering, rental received from shopping arcades, revenue earned from guests for using hotel facilities and sale across the counter and other miscellaneous incomes including all levies, taxes and surcharges).

16. Do you require extension of cover for goods on your care/custody/control (extension limited to 10% of the overall limit of indemnity as per question 11.)

17. Please indicate the voluntary excess % of limit of (this excess will apply to each and indemnity per every claim) accident.

CINEMA HALLS, AUDITORIUMS/THEATRES//OPENAIR THEATRES, PUBLIC HALLS

13. What is the maximum seating capacity :

14. What are the other facilities provided. please specify whether they are operated and controlled by you.

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- a)
- b)
- c)
- d)
- e)

15. Do you need cover against risks associated with food & beverage served in your establishment.
16. Specify Estimated Annual Turnover, (the term turnover includes Gate money, Donor Cards, Income arising from other facilities listed in Q.14 inclusive of all Taxes, Duties, Levies, Surcharges)

FOR OFFICES/RESIDENTIAL PREMISES/ADM.PREMSISES/MEDICAL ESTABLISHMENTS/RESEARCH INSTITUTIONS & LABORATORIES/AIRPORT PREMISES (OTHER THAN AVIATION LIABILITIES) ETC.

13. Specify whether other facilities like Canteen, Sports etc., provided (list out facilities)
14. Do you need cover against risks associated with food and beverages served in your establishment

FOR SCHOOLS/EDUCATIONAL INSTITUTIONS/LIBRARIES ETC.

13. No. of students and their age group
14. Whether hostel facility is provided
If yes, No. of rooms.
No. of inmates.
15. Are canteen facilities provided in institution/hostel.
If yes, state whether they are hygienically maintained.
16. Do you need cover against risks associated with food and beverages served in your institutions
17. Specify other facilities provided
- a) Indoor Games;
 - b) Outdoor Games (like Mountain Climbing, Hang Gliding, Horse Riding, Swimming etc.) and whether such games are taught under the supervision of trainers and/or

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bodyguards.

18. a) No. of laboratories
b) Measures taken to prevent accident in laboratories
19. Whether outings are arranged by the school/college
If so, how often
Procedure for taking the students for such outings.
(educational tours may also be included here).
20. Teacher/Student Ratio:

FOR EXHIBITIONS/FAIRS/FETES/CIRCUSES/FILM STUDIOS (INDOOR AND OUTDOOR)/PANDALS/TOURNAMENTS/ZOOS/PERMANENT AMUSEMENT PARKS

13. What is the maximum seating capacity/area occupied
14. What are the other facilities/games provided:

Please specify whether they are operated and controlled by you :

- a)
- b)
- c)
- d)

FOR WAREHOUSES/GODOWNS/SHOPS/DEPOTS/TANK FARMS

13. i) What are the types of items likely to be stored and/or sold in each of the premises.

ii) (a) Whether hazardous items like Chemicals/ Crackers/Explosives/Paints/Kerosene/ Lubricants/spirits etc., are likely to be stored

(b) IF yes, specify maximum quantity and value of each item stored and what is the value of such hazardous items to total stock.

(c) Whether Municipal and other regulations

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for such storage are complied with

14. In case of Warehouses/Godowns please state the area occupied in cubic metres.
15. Details of Measures for prevention/Control of Fire and/or explosion risks.
16. Is there any possibility of leakage of chemicals and/or gas resulting into injury/damage to Third Party:

If yes, give details of chemicals, quantity stored and preventive measures taken to avoid such occurrence.
17. Do you wish to cover Pollution risks?
18. Estimated Annual Turnover
(includes total sales/hire charges/rent earned etc., including all taxes and levies).

PUBLIC LIABILITY POLICY
(FOR NON INDUSTRIAL RISKS)

OPERATIVE CLAUSE :

WHEREAS the insured named in the Schedule hereto and carrying on the business described in the said Schedule has applied to THE COMPANY LIMITED (hereinafter called 'the Company') for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium as consideration for or on account of such indemnity.

NOW THIS POLICY WITNESSETH that subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against their legal liability (other than liability under the Public Liability Insurance Act, 1991 or any other Statute based on the doctrine of "No Fault liability") to pay compensation including Claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law.

INDEMNITY:

The indemnity only applies to claims arising out of accidents occurring in the insured premises during the period of insurance first made in writing against the Insured during the policy period and the Insured is indemnified in accordance with the Operative Clause for and/or arising out of injury and/or Damage but only against claims arising out of or in connection with the business specified in the Schedule and not against claims arising out of or in connection with

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- (a) Pollution howsoever caused unless specifically covered
- (b) Any product

For the purpose of determining the indemnity granted

- (a) `Injury' means death, bodily injury, illness or disease of or to any person;
- (b) `Damage' means actual and/or physical damage to tangible property;
- (c) `Pollution' means pollution or contamination of the atmosphere or of any water land or other tangible property;
- (d) `Product' means any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.
- (e) `Policy Period' means the period commencing from the effective date and hour and, terminating at midnight on the expiry date as shown in the Policy Schedule.
- (f) `Period of Insurance' means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.
- (g) `Accident' means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.

3. (a) NOTIFICATION EXTENSION CLAUSE:

Should the Insured notify the Company during the Policy period in accordance with General Condition 9.1 of any specific event or circumstance which the Company accepts may give rise to a claim or claims which form the subject of indemnity by this policy, then the acceptance of such notification means that the company will deal with such claim or claims as if they had first been made against the insured during the policy period. The extension under this Clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

(b) EXTENDED CLAIM REPORTING CLAUSE :

In the event of non-renewal or cancellation of this Policy, either by the Company or by the Insured, the Company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the policy provided no insurance is in force during this extended reporting period of the same interest, for notification of claims for accidents which had taken place during the period of insurance but could not be made during the policy period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the

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expiring policy period and are subject to the limits of indemnity and the terms, conditions and exceptions of the policy.

4. INDEMNITY TO OTHERS:

The indemnity granted extends to:

- 4.1 officials of the Insured in their business capacity arising out of the performance of their business or in their private capacity arising out of their temporary engagement of the Insured's employees;
- 4.2 the Officers, Committees and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacities as such;
- 4.3 the personal representatives of the estate of any person who would otherwise be indemnified by this policy but only in respect of liability incurred by such person.

5. CROSS LIABILITIES:

Each person or party indemnified is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Insured) subject to Company's total liability not exceeding the limits of indemnity stated in the Schedule of the Policy.

6. DEFENCE COSTS:

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the Policy. Such costs, fees and expenses are called 'Defence Costs'.

7. INDEMNITY LIMITS:

Company's total liability to pay compensation, Claimant's costs, fees and expenses and defence costs shall not exceed the indemnity limit stated in the Schedule. Indemnity Limit for any one accident applies to any one claim or series of claims arising from one originating cause. Indemnity Limit shall represent the total amount of Company's Liability during the Policy period.

7.1 CLAIMS SERIES CLAUSE:

For the purpose of this policy where a series of and/or several bodily injuries and/or property damages are attributable direct or indirectly to the same cause all such bodily injuries and/or property damages shall be added together and all such bodily injuries and/or property damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims

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was made in writing. There shall, however, be no coverage for claims made arising from one specific cause which are made later than 3 years after the first claim of the series.

7.2 COMPULSORY EXCESS:

The Insured shall bear a Compulsory Excess of 1/4% of the limit of Indemnity per any one accident subject to a minimum of Rs. 1000 and maximum of Rs. 1,00,000/-. This Compulsory Excess shall be applicable to both (a) death/bodily injury (b) property damage, inclusive of defence costs arising out of any one accident. The Company's liability shall attach for the claim in excess of such Compulsory Excess (and Voluntary Excess, if any, opted by the Insured).

7.3 VOLUNTARY EXCESS:

In the event of the Insured opting, the policy shall be subject to a voluntary excess as mentioned in the schedule. This voluntary excess shall be applicable to both (a) death/bodily injury claims and (b) property damage claims, inclusive of defence costs arising out of any one accident. The Company's Liability shall attach for the claims in excess of such compulsory and voluntary excess.

8. EXCLUSIONS/EXCEPTIONS:

This Policy does not cover liability

8.1 assumed by the Insured by agreement and which would not have attached in the absence of such agreement.

8.2 arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance

8.3 arising out of deliberate, wilful or intentional non-compliance of any Statutory provision.

8.4 arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.,

8.5 (a) 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 therefrom.

(b) infringement of plans, copyright, patent, trade name, trade mark, registered design.

8.6 arising out of fines, penalties, punitive or exemplary damages or

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any other damages resulting from the multiplication of compensatory damages.

8.7 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.

8.8 directly or indirectly caused by or contributed to by

- (a) ionising 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.

8.9 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 of trailer for which compulsory insurance is required by legislation other than the following:

- (a) claims caused by the 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, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
- (d) claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.

8.10 transportation of materials and/or hazardous/dangerous substances outside insured's premises unless specifically covered

8.11 the ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft

8.12 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 that part of the property on which the Insured is working and which arises out of such work).
- (b) employees' and visitors' clothing and personal effects.

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- (c) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.

8.13 Injury and/or damage occurring prior to the Retroactive 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 Company cannot agree when the injury or damage occurred, then

- (a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury
- (b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.

8.14 The deliberate conscious or intentional disregard of the Insured's technical or administrative management or the need to take all reasonable steps to prevent claims.

8.15 Injury to any person under the contract of employment or apprenticeship with the Insured their contractor(s) and/or Sub-Contractor(s) when such injury arises out of the execution of such contract.

CONDITIONS:

9.1 The Insured shall give written notice to the Company as soon as reasonably practicable of any claims made against the insured (or any specific event or circumstances that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the Insured.

9.2 No admission offer promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.

9.3 The Company will have the right but in no case the obligations, to take over and conduct in the name of the Insured the defence of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the company in the defence, settlement of payment of any claim will reduce the limits of indemnity specified in the Schedule of the policy.

In the event the Company, in its sole discretion chooses to exercise its right pursuant to this condition, no action taken by the company in the exercise of such right will serve to modify or expand in any manner, the company's

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Liability or obligations under this policy beyond what the Company's liability or obligations would have been had it not exercised its rights under this condition.

- 9.4 The Insured shall give all such information and assistance as the Company may reasonably require.
- 9.5 The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this Policy was effected and the Company may amend the terms of this policy according to the materiality of such change.
- 9.6 The Company may at any time pay to the Insured in connection with any claim or series of claims under this policy to which an Indemnity Limit applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.
- 9.7 The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or the Schedule shall bear such specific meaning wherever it may appear. The terms and exclusions of this Policy (and any phrase or word contained therein) shall be interpreted in accordance with the Indian Law.
- 9.8 The Insured shall keep accurate record of annual turnover, which term shall include all leviable duties and at the time of renewal of insurance declare such details as the Company may require. The Company shall at all reasonable times have full access to inspect such records.
- 9.9 If at the time of happening of any event resulting into a liability under this Policy, there be any other public liability insurance or insurances effected by the Insured or by any other person covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability.
- 9.10 This Policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would, but for the existence of this policy, be insured by, any other Policy (but not Public Liability Policy) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy/Policies, had this Insurance not been effected.
- 9.11 The Company may cancel this Policy by giving thirty days' notice in writing of such cancellation to the Insured's last known address and in such an event the Company will return a pro-rata portion of the premium (subject to a retention of the minimum premium prescribed under the policy) for the unexpired part of the Insurance.

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This Policy may also be cancelled by the Insured by giving thirty 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. In case of any claim under the Policy, no refund of premium shall be allowed.

9.12 In the event of Liability arising under the Policy or the payment of a claim under this Policy, the limit of indemnity per any one year under policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances it shall be permissible to reinstate the aggregate limit of indemnity to the original level even on payment of extra premium.

9.13 It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months 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 purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9.14 The Company 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 mis-statement or the non-disclosure of any material information by or on behalf of the Insured.

9.15 Policy Disputes Clause:

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 agree to submit to the jurisdiction of any Court of competent jurisdiction within India 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.

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..... Co.Ltd.

PUBLIC LIABILITY POLICY
(NON-INDUSTRIAL RISKS)

SCHEDULE

| Name _____ Policy No. _____
Insured/Address

| Description of the Risk _____
| Location of the Insured Premises _____

GEOGRAPHICAL LIMITS: NOT BEYOND THE INDIAN TERRITORIES

POLICY PERIOD : From _____ (time) of _____ (date)
To 12.00 midnight of _____ (date)

INDEMNITY | Any one accident Rs. _____
LIMIT | Aggregate during the policy period Rs. _____

RETROACTIVE DATE:

Compulsory Excess |
(1/4 per cent of |
limit of indemnity |
per any one accident |
subject to minimum of |
Rs. 1,000/- and maximum |
of Rs. 1,00,000/- |

VOLUNTARY EXCESS :

PREMIUM Rs. (Min.premium Rs.)

IN WITNESS WHEREOF the undersigned being duly authorised by the Company
and on behalf of the Company has hereunto set his hand at this day
of 19

For The Co.Ltd.

(Authorised Signatory)

Address of Policy Issuing Office :

APPLICABLE TO HOTELS/MOTELS/CLUB HOUSES/RESTAURANTS

THE NEW INDIA ASSURANCE COMPANY LIMITED
87 M G ROAD, MUMBAI 400 001
BOARDING AND LODGING HOUSES/FLIGHT KITCHENS

ENDORSEMENT NO. _____ ATTACHED TO AND FORMING PART OF
POLICY NO. _____

ENDORSEMENT FOR COVERING GOODS KEPT IN CUSTODY OF INSURED:

NOTWITHSTANDING anything herein contained to the contrary and in consideration of an additional premium of Rs. _____, it is hereby agreed and declared that the Insurance under this policy shall extend to include legal liability of the insured for loss/damage to property of residents/bonafide guests whilst they are under care control and custody of the insured in the premises referred to in the Schedule subject to limit of indemnity not exceeding the following which shall form part of the overall limit of indemnity as mentioned in the Schedule of the policy.

Any one accident

Aggregate during the policy period

It is expressly agreed and understood that the cover granted under this endorsement shall not apply to legal liability arising out of loss or damage to valuables of residents/bonafide guests unless they are kept in the strong room/cloak room maintained by the insured for safe keeping and the insured maintains proper records showing the items deposited therein by each resident/bonafide guest. IN NO CASE THE POLICY COVER LOSS OF MONIES, SECURITIES, DOCUMENTS (INCLUDING CREDIT CARDS) AND PLANS.

Each claim under this extension shall be subject to an excess of 0.25% of any one accident limit of indemnity specified in the Schedule of the policy subject to a minimum of Rs.1000/- and a maximum of Rs. 1,00,000/-.

Also provided always that all other terms, conditions, provisos and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

Dated at _____ this _____ day of _____ 19 _____.

For and on behalf of

Authorised Signatory

**APPLICABLE TO ALL NON-INDUSTRIAL RISKS EXCEPT SHOPS AND
GODOWNS**

THE NEW INDIA ASSURANCE COMPANY LIMITED
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ENDORSEMENT NO. _____ ATTACHED TO AND FORMING PART
OF

POLICY NO. _____

Endorsement for covering food and beverages

NOTWITHSTANDING anything herein contained to the contrary and in consideration of an additional premium of Rs. _____ it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of insured for death and/or bodily injury and/or loss of or damage to or loss of use of property arising out of poisoning by foreign or deleterious matter in food, beverages and/or any other edible items supplied by the insured, provided always that the insured shall take every possible precaution to prevent supply of any food/beverages/edible items which are not in good condition or free from contamination or fit for human consumption subject to limit of indemnity not exceeding the following which shall form part of the overall limit as mentioned in the schedule of the policy.

Any one accident

Aggregate during the policy period

Also provided always that all other terms, conditions, provisos and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

Date at _____ this _____ day of _____ 19

For and on behalf of

Authorised Signatory

**APPLICABLE TO HOTELS, MOTELS, CLUB HOUSES, RESTAURANTS,
BOARDING AND LODGING HOUSES, SCHOOLS, EDUCATIONAL
INSTITUTIONS.**

ENDORSEMENT NO. _____ ATTACHED TO AND FORMING PART

**THE NEW INDIA ASSURANCE COMPANY LIMITED
87 M G ROAD, MUMBAI 400 001**

OF POLICY NO. _____ TO COVER LIABILITY ARISING OUT
OF _____

SPORTS FACILITIES COVERED BY THE INSURED AS LISTED BELOW:

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium of Rs. _____ it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the insured for death bodily injury or loss of or damage to or loss of use of property arising out of use of sport facilities subject to compliance of the conditions that:

- i) the equipments are kept in a state of good and proper maintenance.
- ii) adequate guards and experienced trainers are on duty, where necessary.
- iii) the premises/places used for sports/games are kept in a state of proper maintenance.

subject to limit of indemnity not exceeding the following which shall form part of the overall limit of indemnity as mentioned in the schedule of the policy.

Any One Accident _____

Aggregate during the policy period _____

Also provided that all other terms, conditions, provisos and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

Dated at _____ this _____ day of _____ 19 ____

For and on behalf of

Authorised Signatory

APPLICABLE TO ALL NON-INDUSTRIAL RISKS EXCEPT SHOPS AND GODOWNS

ENDORSEMENT NO. _____ ATTACHED TO AND FORMING

PART OF POLICY NO. _____

SWIMMING POOL EXTENSION

THE NEW INDIA ASSURANCE COMPANY LIMITED
87 M G ROAD, MUMBAI 400 001

NOTWITHSTANDING anything herein contained to the contrary and in consideration of an additional premium of Rs. _____ it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the insured for death or bodily injury or loss of or damage to or loss of use of property arising out of accidents (including accidents arising out of contamination of water) in connection with the use of the Swimming Pool in the insureds premiums subject to the compliance of the following conditions:

- i) Swimming Pools in hygienic conditions with regular cleaning/maintenance
- ii) Sanitary arrangements are proper
- iii) Life guards/Attendants are on duty when the pools are in use

subject to limit of indemnity not exceeding the following which shall form part of the overall limit of indemnity as mentioned in the schedule of the policy.

Any one accident

Aggregate during the policy period

Also provided always that all other terms, conditions, provisos and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

Dated at _____ this _____ day of _____ 19

For and on behalf of

Authorised Signatory

APPLICABLE TO ALL NON-INDUSTRIAL RISKS EXCEPT SHOPS AND GODOWNS

ENDORSEMENT NO. _____ ATTACHED TO AND FORMING

PART OF POLICY NO. _____

OTHER FACILITIES EXTENSIONS COVERED BY INSURED AS LISTED BELOW:**

NOTWITHSTANDING anything herein contained to the contrary and in consideration of an additional premium of Rs. _____ it is hereby agreed and

THE NEW INDIA ASSURANCE COMPANY LIMITED
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declared that the insurance under this policy shall extend to include legal liability of the insured for death or bodily injury or loss of or damage to or loss of use of property arising out of accidents caused by the use of such facilities subject to the conditions that:

- i) the premises/places are kept in state of good repair/maintenance
- ii) properly trained personnel take care of operation of such facilities
- iii) the materials used are proper and free of defects

subject to limit of indemnity not exceeding the following which shall form part of the overall limit of indemnity as mentioned in the schedule of the policy.

Any One Accident _____

Aggregate during the policy period _____

Also provided always that all other terms, conditions, provisos and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

Dated at _____ this _____ day of _____ 19

For and on behalf of

** Name of facilities

Authorised Signatory

ENDORSEMENT TO BE ATTACHED TO AND FORMING PART OF

PUBLIC LIABILITY POLICY NO. _____

NAME OF INSURED:

POLLUTION LIABILITY ENDORSEMENT
INDUSTRIAL SEEPAGE, POLLUTION AND CONTAMINATION

This Insurance does not cover any liability for:

1. Death or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always

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that this paragraph (1) shall not apply to liability for death or bodily injury or loss of physical damage to or destruction of tangible property, or loss of use such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening which takes place in its entirety at a specific time and place during the Policy period.

2. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening which takes place in its entirety at a specific time and place during the Policy period.
3. Fines, penalties, punitive or exemplary damage.

This clause shall not extend this insurance to cover any liability which would not have been covered under this Insurance had this clause not been attached, except in so far as detailed herein.

This endorsement is granted in consideration of additional premium of Rs. _____ subject otherwise to the terms, exceptions, conditions and limitations of the within mentioned policy.

Dated at _____ this _____ day of _____ 19 __

For and on behalf of

Authorised Signatory

ANNEXURE `A`

CLASSIFICATION OF CONSTRUCTION
(NOTE :THIS IS AS PER FIRE TARIFF)

CLASS OF WALLS ROOF AND INTERMEDIATE FLOORS CONSTRUCTION

Superior	Framed structures of	RCC or jack arch construction supported on columns and beams
	i) R.C.C. or	of
	ii) rolled steel	a) RCC or
	encased in 50 mm	b) rolled steel encased in 50
	thick concrete or	mm thick concrete.
	100 mm thick	
	masonry	N.B.: In case of storeyed
	with panel walls of RCC,	structures, access stair

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burnt bricks, stone or concrete blocks bonded in cement and/or lime mortar.

cases must be either of RCC or masonry throughout.

N.B.:

Door and window & ventilator openings in external walls must not exceed in the aggregate, 75% of the total area of the walls and each opening must not be larger than 10 sq.m. and there must be at least 1 metre of wall construction on all four sides in the case of windows and on 3 sides in case of doors and ventilators.

Conversely, at least one opening measuring one square metre must be provided for every 150 sq.metres of the total external wall surface of each storey.

NOTE 1: Wood work permitted only for :

- i) Doors, windows, ventilators and sunshades;
- ii) Internal partitions and framework of false ceiling for office enclosures;
- iii) Wooden floor laid on a structure as in (a) or (b) above without intervening space.

NOTE 2: No combustible materials should be used in construction even in wall linings, artificial ceilings or air-conditioning duct linings.

CLASS OF CONSTRUCTION	WALLS	ROOF
Class I	i) RCC, bricks, stone or concrete blocks with or without framework of unencased steel.	a) Any type of hard roof consisting of roof tiles, cement sheets, metal sheets or of ceramic fuses.
	ii) Brickwork with an outside bracing of timber filled in with brick (for earthquake protection)	b) Wooden shingles or wooden boardings superimposed with any of the above.
N.B.	Cladding of gable ends with AC/CGI sheets permitted, provided the	c) Soorkey, Chunam or concrete laid on tiles or stone

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base of the cladding is atleast
4.5 m above the surrounding
ground level.

slabs.

d) North light roofs
with the sloping
portion construc-
ted as in (a) or
(b) above.

e) Roof as in supe-
rior construction
superimposed with
thin layer of
grass, hay or reeds.

N.B: Use of Fibreglass
Reinforced Plastic(FRP)
or similar sheets is
permitted provided the
superficial area for
such sheets does not
exceed 2% of the super-
ficial area of the roof
and superficial area of
one sheet does not
exceed 3.7 sq.m.

Class II

Any other construction.

Any other construction.

ANNEXURE `B`

RISKS GROUP CLASSIFICATION
(NOTE: THIS IS AS PER FIRE TARIFF)

SCOPE:

The list classifies for Insurance purposes, materials and goods which are commonly encountered in industry on the basis of their hazard evaluation. The classification relates generally to storage risks.

This list does not include liquids, specifically. However, all flammable liquids have been included in general by specifying the flash point range/limits.

MODE OF CLASSIFICATION

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The materials have been classified into three categories having regard to their properties. The following is a generic grouping of materials under the three categories.

Category I

- Solids which are moderately or slightly combustible.
- Flammable liquids having flash point above 65°C.
- Oxidising agents which are not readily decomposable and weak oxidising agents.
- Inert and non-combustible gases.

Category II

- Pyrotechnic materials.
- Solids which are not very ignitable nor very fast burning.
- Flammable liquids having flash point between 32°C and 65°C.
- Self ignitable materials,
- Easily decomposable oxidising agents and oxygen.

Category III

- Explosives.
- Materials which are self ignitable even in minute quantities.
- Solids which are easily ignitable or fast burning.
- Flammable liquids having flash point below 32°C.
- Materials which evolve combustible gases in contact with water.
- Combustible gases.

The list under each category is not comprehensive and the non-appearance of an item in the list does not necessarily mean that the item can be regarded as non-hazardous.

CATEGORY I

Accoroides Gums	Arachis Oil
Accumulator Acid	Arecanuts
Acenaphthene	Arsenic Pentasulphide
Acetate Silk	Arsenic Sulphide
Acetoacetanilide	Artificial edible fat
Acetylene black	Artificial horn
Acids (not otherwise specifically provided for)	Artificial leather
Acrylamide	Artificial silk
Acrylic Acid	Artificial wool
Acrylic powder	Asafoetida (a gum resin)
Acrylic sheets	Asafoetida oil
Activated carbon	Asphalt
Activated Manganese	Asphalted paper
Agarbatti (Dhoop)	Balata
	Bamboo fibre/mats

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Agave fibres	Banana fibre
Agerite powder	Barium Carbonate
Algae	Barium Chlorate
All flammable liquids having a flash point above 65°C.	Barium Sulphide
Almond Oil	Barley
Alpha (Esparato grass)	Bed feathers (Down)
Aloe fibre in bales	Beedi leaves
Aloe resin	Beef tallow
Aluminium Chloride	Bees wax
Aluminium paste	Beet sugar
Aluminium resinate	Benzoin (resin)
Amber	Benzoin (resinoid)
Ammonia-acqueous soln. or spirits of ammonia exceeding 30% concn.	Betal Nuts
Ammomium fluoride	Birch (bark) oil
Anethole	Bisphenol
Animal black	Bitumen/Bituminised craftpaper/felt
Animal fibres	Blacks of all kinds (not specifically provided for)
Animal glue	Borneo Camphor
Animal oil	Borneol
Animal protein	Borneo tallow
Animal skin	Bornyl acetate
Anime (a resin)	Boron trichloride
Anthracene	Boron trifluoride
Antimony sulphate	Bran
Antimony sulphide	Bran oil
Antimony trisulphate	Butter oil
Antimony trisulphide	Butter fat
	Caesium perchlorate
Caffine (pure)	Citronellal
Calcium Chloride	Citronellol
Calcium Oxide	Cloth, Asphalted
Calcium Sulphide	Coalter and coal pitch
Camphene	Coalter distillate
Camphor	Cocoa beans
Candles	Cocoa fat
Candle wax	Cocoa oil
Canvas cloth	Coconut fat
Capric acid	Coconut oil
Caprolactum	Cod-liver oil
Caprylic acid	Coffee and substitutes
Carbazole	Coir Fibre in pressed bales
Carbon	Coir yarn
Carbon black	Coke
Carbon paper	Colamine, Colophony
Carbon tetrachloride	Complex fertilizers
Carbonyl	Copal
Carnauba wax	Copper sulphide

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Car tyres	Copra
Carvacrol	Copra cake/meal
Cat-gut	
Cordage	
Castor oil	Coriander oil
Cashew nuts	Cork
Cassia leaves	Cork wood
Caustic potash	Corn oil
Caustic soda	Cotton oil
Cedar wood oil	Cotton seed/cake
Cellophane	Cotton seed oil
Cellophane paper/tape	Creosote
Cellulose	Creosote oil
Cellulose acetate	Cresidine
Cellulose acetate films	Cresol
Ceresin wax	Cresylic acid
Chaff	Crotonic acid
Chine inset wax	Croton oil
Chinese tallow	Dammer resin
Chinese wood oil	Decahydronaphthalene
Chip (particle) board	Decalin
Chloral (D.D.T.)	Decanal
Chlorowax	Dextrin
Chocolates	Diacetin
Chopped maize	Diallyl phthalate
Cineol	Diamyl phthalate
Cinnabar	Diamyl sulphide
Citral	Dibromodifluoromethane
Citric acid	Dibutoxy tetraglycol
Dibutyl phthalate	Gentac latex or vinyl pyridine latex
Dibutyl sebacate	Geranial
Dibutyl tartrate	Geraniol
Dichlorohydrin	Geranium oil
Dicyclo-diepoxy-carboxylate	Ghee fat
Dicyclohexylamine	Glues of all kinds
Diethyl malonate	Glycerine
Diethyl oxalate	Goats wool
Diethyl phthalate	Grain meal
Diethyl succinate	Grass max
Dimethylcyanamide	Grass weed
Diocetyl phthalate	Grease, lubricating
Dried leaves of all kinds	Groundnut oil
Dried milkpowder	Groundnut shelled, cake, meal, oil
Dried potatoes	Guaiacum resin
Dry fish	Gums
Dyes of all kinds	Gunnies (loose)
Earth wax	Guttapercha
Edible fat	Hair
Edible oil	Hazel nut oil
Elemi oil	Hempseed

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Epoxy resin	Hempseed oil
Esparto	Herbs, dried of all kinds
Ethoxy resins	Hides
Ethyl sulphate	Hides and skins
Eugenol	Hog fat oil
Fats	Husk
Feathers and down	Hycol
Felt	Hydrogen peroxide, under 30%
Fibres(vegetable)of all kinds	Hydroquinone
Fibrous materials (animal)	Hypnone
Fibrous materials(artificial)	Ianone Beta
Fibrous materials(vegetable)	Incense
Fibrous plants	Indian wax
Fish guano/manure	Indigo
Fish oil	Iron powder
Flax	Iron pyrites
Flowers dried of all kinds	Iron sulphides
Foam rubber, freon	Japan tallow
Furs	(not specifically provided for)
Galalith	Javelle water
Gamboge	Kapok
Ganja	Kapok oil/seed
Gases, inert and non-combustible	Kreolin
Gedda wax	Lactose
Gelatine	Lamp black
	Lanolin
	Lard
Lard oil	Nicotinic and Nicotine preparations
Lauryl Mercaptan	Nicotine acid
Lavender oil	Niobe oil
Lead acetate	Nitrogen monoxide
Lead chromate	Nitrous oxide
Leather	Nut oil
Leaves, dried of all kinds	Nylon
Lemon grass oil	Nylon fibres and clean waste in pressed bales
Lime, unslaked	
Linen	Octadecanoic acid
Linoleum	Octanoic acid
Linolic acid	Octyl acetate
Linseed	Oil of bay
Linseed, cake	Oil of bitter almonds
Linseed oil	Oil cake
Liquor ammonia	Oil of mirbane
Magnesium	Oil paper
Magnesium alloy	Oil seed meal
Magnesium shavings	Oilskin
Maize oil	Oils, animal(not specifically provided for)
Maleic anhydride	Oils, vegetable (not specifically)

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Mannitol monolaurate	provided for)
Margarine	Oil of Wintergreen
Mastic	Oleic acide
Mats of all kinds (synthetic or vegetable)	Olein
Menhaden oil	Oleum
Menthol	Olive oil
Mesitylene	Opium
Methyl bromide	Oxalic acid
Methyl cinnamate	Palmarosa oil
Middle oils	Palm oil/butter/fat
Milk fat	Palmitic acid
Milk of sugar (Lactose)	Palm kernel oil
Milk powder	Paper, Asphalted, compressed, waxed, tarred and/or oiled.
Molasses	Paper, loose
Molasses meal	Paper yarn
Mowra flowers	Para Amisidine
Mungo	Para chloro aniline
Mustard oil	Paraffin oil
Mutton tallow	Paraffin wax
Myrrh	Patent leather
Naphthalene	Peanut (shelled)
Naphthylthiourea	Peanut oil
Natural rubber	Peat
Neat's foot fat	Peat dust
Neat's foot oil	Pectin
Neohexane	Perilla oil
	Paper insulation Lead Cable (PILC)
Petitgrain oil	Resorcinol
Petroleum coke	Rexin cloth
Petroleum jelley	Ricinus oil
Phenoplasts	Rock salt
Phorone	Rosewood oil
Phosgene	Rosin
Phosphonium iodide	Rubber
Phthalic anhydride	Rubber goods
Pig fat	Rubber reclaims, rubber waste
Pine bark	Saccharin
Pine pitch	Saccharose
Pine tar oil	Safrole
Piperazine	Salicylic acid
Pitch	Sandalwood oil
Plastic cloth	Sandarac
Plastics of all kinds (not otherwise specifically provided for)	Sassafras oil
Pogy oil (Menhaden oil)	Sawdust
Polyacrylonitrile	Sealing wax
	Seal oil

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Polyamides fibres	Seeds of oil kinds (not otherwise specifically provided for)
Polyamyl naphthalene	Sesame oil
Polyester	Shale oil
Polyester fibre	Shark oil
Polyethylene	Shavings, wood, paper
Polymethacrylate	Shea butter
Polypropylene	Sheep's wool
Polypropylene fibres	Shellac
Polystyrene, solid	Shody
Polyurethane	Silk, natural
Polyvinyl acetal	Sisal
Polyvinyl chloride	Skins and hides
Poppy seeds	Smoke cartridges
Poppy seed oil	Sodium chromate
Potassium chromate	Sodium cyclamate
Potassium Xanthate	Soot
Potatoes (Dried)	Sorbic acid
Pulegon	Soya beans
Pumpkin oil	Soya bean oil, cake
Pyrogallol	Soya oil
Quinol	Spermaceti
Ramie	Spermaceti oil
Rape oil	Spices
Red oil	Sponges
Reeds	Sponges U foam
Resinates	Spruce pitch
Resins, natural and synthetic (Not otherwise specifically provided for)	Spruce seed oil
Resorcinal	Spruce wood pitch
Rexin cloth	
Spruce wood tar oil	Tow (oakum)
Stand oil	Tow of all kinds
Stannic chloride (anhydrous)	Tricalcium phosphate
Starch	Trisodium phosphate
Stearic acid	Tung oil
Stearin	Turkey red oil
Steel wool (fine)	Tyres
Straw	Urea
Strontium oxalate	Uric acid
Strontium sulphide	Valeric acid
Sugar	Vaseline
Sulphur	Vegetables (dried)
Sulphur chlorides	Vegetables oils of all kinds (not specifically provided for)
Sulphur trioxide	Viscose and clean waste thereof in pressed bales
Sun Floweroils, seeds	Valume bark and or fibres in pressed bales
Sweet almond oil	
Synthetic rubber	
Tall oil	

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Tallow	Vulcanised fibre
Tallow oil	Wax candles
Tan bark	Wax of all kinds
Tar (all kinds), Tarpaulins	Whale oil
Tarred cloth	Wood, flour
Tarred felt/paper/rope/ string/twine	Wood oil
Tea	Wood pulp(loose)
Teal oil	Wood shavings
Tea seed oil	Wood wool, compressed
Tempering oil	Wool, loose
Terephthalic acid	Wool fat
Tetra ethyl lead	Xanthetic oxide
Thermocole	Xylenol
Titanium tetrachloride	Xylidine (o-)
Tobacco and its products	Xanthogenale de potassium
Tobacco leaves	Ylang-Ylang oil
	Zirconium
	XLPE

CATEGORY II

Accelerene	Butyl nitrate
Acetyl peroxide	Cadmium nitrate
All flammable liquids having flash point between 32°C and 65°C (both inclusive)	Caesium peroxide
Aloe fibres, loose	Calamus oil
Aluminium powder/dust	Calcium
Aluminium carbide	Calcium aluminium hydride
Aluminium ferrosilicon	Calcium amide
Aluminium hydride	Calcium ammonium nitrate
Aluminium nitrate	Calcium bromate
Aluminium phosphide	Calcium chlorate
Ammonium chromate	Calcium cyanamide
Ammonium cyanide	Calcium hypochlorite
Ammonium dichromate	Calcium nitrate
Ammonium persulphate	Calcium perchlorate
Amphetamine	Calcium permanganate
Amyl nitrite	Calcium peroxide
Angelica oil	Calcium phosphide
Antimony pentasulphide	Calcium phosphite
Antimony pentoxide	Calcium resinate
Aqua fortis (Nitric acid)	Calcium silicide
Aqua regia	Camomile oil
Asafoetida oil when stored in sealed tins or drums or in	Canadian balsam
	Caraway oil

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bottles &/or in jars	
Balsams	Celluloid
Bamboos (whole)	Celluloid films
Barium	Cellulose nitrate silk
Barium azide	Chile saltpeter
Barium chlorate/chlorite	Chlorates (inorganic)
Barium chromate	Chlorine
Barium dioxide	Chlorites (inorganic)
Barium hydride	Chlorosulphuric acid
Barium manganate	Chromates (bi/di)
Barium nitrate	Chromic acid
Barium perchlorate	Chromic anhydride
Barium permanganate	Chromic oxide
Barium peroxide	Chromium trioxide
Beets, sliced, dried	Cinnamon
Bengal lights	Citronella oil
Bengal matches	Clove oil
Benzoyl peroxide, wet	Cobalt nitrate
Bergamot oil	Cobalt potassium nitrite
Bleaching powder	Coconut fibre
Bran dust	Coir Fibre (loose)
Bromine	Collodion-cotton
Bromoacetone	Collodion paper
Bronze powder	Collodion silk
Copper Nitrate	Magnesium chlorate
Crackers	Magnesium dioxide
Dichloroisocynuric acid	Magnesium dust, also dust of high
Diketene	Magnesium alloys.
Ethyl silicate	Magnesium nitrate
Eucalyptus oil	Magnesium perborate
Ferric nitrate	Magnesium perchlorate
Ferrosilicon	Magnesium peroxide
Firelighters	Magnesium powder
Fireworks	Maize bran
Fish meal/scrap	Malt germ
Flares	Manganese borate
Flash powder, Photographic	Manganese dioxide
Floor wax	Manganese green
Fluorine	Manganese nitrate
Foam plastics	Manganese peroxide
Fuse	Manganese powder
Fuses without explosives	Marjorum oil
Guano	Matches (safety matches exceeding 5
Guano and fish-meal	gross boxes)
Gunpowder detonating caps	Matches (non-safety)
Hop oil	Mercuric iodate
Hops	Mercurous nitrate
Hydrazine	Neroli (oil of orange flowers)

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Hydrobromic acid	Nickel carbonyl
Hydrochloric acid	Nickel nitrate
Hydrocyanic acid	Nickel peroxide
Hydrofluoric acid	Nickel tetracarbonyl
Hydrogen peroxide, 30-90%	Nitric acid
Ignition cords (fuses)	Nitrites of all kinds
Iodine	Nitrite of soda
Iris oil	Nitrocellulose film
Jasmine oil	Nitrocellulose plastics
Juniper oil	Nitrocellulose silk
Lavender oil	Nitrocotton threads
Lead dioxide	Nitrogen dioxide
Lead nitrate	Nitro silk
Lead peroxide	Nitrosyl chloride
Lead tetra methyl	Nylon fibres and clean waste (loose)
Linalool	Oil of cinnamon
Lithium	Oil seeds
Lithium chlorate	Oil of thyme
Lithium perchlorate	Orange blossom oil
Lithium peroxide	Orange oil
Lupulin (hop meal)	Orange (peel) oil
Liquid insecticides/pesti- cides disinfectants having flash point between 32°C and 65°C (both inclusive)	Paints, thinners and varnishes having flash point between 32°C and 65°C. (both inclusive)
Liquid insecticides/pesti- cides disinfectants having flash point below 32°C when stored in sealed tins or drums or in bottles and/or in jars.	Paints, thinners and varnishes (liquids having flammable base having flash point below 32°C) when stored in sealed tins or drums or in bottles and/or in jars.
Peppermint oil	Sesquisulphide matches
Perchloric acid in aqueous solution > 70%	Silver nitrate
Percussion caps (for toys)	Silver nitrite
Periodic acid	Silver permanganate
Peru balsam	Smoke generators
Phosphoric acid	Sodamide
Phosphorous (red)	Sodium amalgam
Phosphorous oxychloride	Sodium amide
Phosphorous pentachloride	Sodium borohydride
Phosphorous pentasulphide	Sodium chlorate
Phosphorous pentaoxide	Sodium chlorite
Phosphorous sesquisulphide	Sodium dichromate
Phosphorous sulphide	Sodium dithionite
Phosphorous trichloride	Sodium hydrosulphide
Phosphoryl chloride	Sodium hydrosulphite
Pinene	Sodium hypochlorite
Pine oil	Sodium hypophosphite
Pine tar	Sodium nitrate

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Portugal oil(Orange peel oil)	Sodium nitrite
Potable spirits having flash point below 32°C when stored in sealed tins or drums or in bottles and/or in jars.	
Potassium amide	Sodium nitro-ethane
Potassium ammonium nitrate	Sodium perborate
Potassium bromate	Sodium perchlorate
Potassium chlorate	Sodium periodate
Potassium dichromate	Sodium permanganate
Potassium dithionate	Sodium peroxide
Potassium hypochlorite	Sodium persulphate
Potassium hyposulphite	Sparklers
Potassium nitrate	Spruce wood tar
Potassium nitrite	Star anise oil
Potassium perchlorate	Strontium
Potassium permanganate	Strontium chlorate
Potassium peroxide	Strontium nitrate
Potassium persulfate	Strontium perchlorate
Potassium strontium chlorate	Strontium peroxide
Potassium sulphide	Strontium potassium chlorate
Pressed residue from oil seeds	Styrax
Pyrolusite	Sulphuric acid,(oleum/fuming/ concentrated)
Pyrotechnical articles	Thallium nitrate
Rockets (fire works)	Thermit
Root turpentine oil	Thorium
Rose oil	Titanium (sponge or powder form)
Rosemary oil	Trioxane
Rubidium	Uranium
Safety matches (exceeding 5 gross boxes)	Urea nitrate
Sage oil	Valerian oil
Salt petre	Vermouth oil
Selenium dioxide	Vinegar
	Viscose and clean waste thereof, loose
Volume bark and or fibres/loose	Zinc hydrosulphate
Wall saltpetre	Zin nitrate
Waste of all kinds (excluding oily and greasy(waste))	Zinc permanganate
Wood wool, loose	Zinc peroxide
Zinc dithionite	Zinc powder
	Zirconium, dust powder

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CATEGORY III

Activated Carbon, Pyrophoric	Charcoal
All flammable liquids having a flashpoint below 32°C	Cheddite
Aluminium Alkyl Halides	Chlorate explosives
Aluminium borohydride	Chloratite
Aluminium triethyl	Chloroazide
	Coal (including spontaneous combustion)
Aluminium trihexyl	Collodion
Aluminium tri-isobutyl	Collodion wool
Aluminium trimethyl	Copper acetylde
Aluminium tripropyl	Copper azide
Amatol	Copper carbide
Ammonium bromate	Cordite
Ammonium chlorate	Detonators
Ammonium Nitrate	Diazobenzeneimide
Ammonium nitrate explosives	Diazobenzene perchlorate
Ammonium perchlorate	Diazo-dinitrophenol
Ammonium permanganate	Diazo-m-nitraline perchlorate
Ammonium picrate	Diazonium salts
Ammunitions	Diborane
Amorces	Di (tert) butyl peroxide
Arsine	Dicumyl peroxide
Azides	Diglycol dinitrate
Azimethylene	Dimethyl benzyl peroxide
Azoimide	Dinitrocellulose
Baggase in bales	Dinitrochlorohydrin
Bamboos (split)	Dinitrocresol
Benzol peroxide (dry)	Dinitro dihydroxy quinone
Black powder	Dinitro glycerine
Blasting powder	Dinitro glycol
Bromo picric acid	Dinitrol
Butyl mercaptan	Dodecanoyl Peroxide
Butyl peracetate	Dynamite
Butyl peroctoate (tert)	Eau de Cologne
Butyl peroxide (ditert)	Erythrol Tetranitrate
Cadmium fulminate	Ethyl borate
Caesium	Ethylene nitrate
Calcium, pyrophoric	Explosive charges
Calcium carbide	Explosives
Calcium chlorite	Fire wood
Calcium dithionate	Fulminates
Calcium hydride	Fuse, detonating
Calcium nitrate explosives	Gases, combustible
Cartridges	Gelatine explosive
Cellulose nitrate powder	Gelatinized nitrocellulose powders
Glycerine nitrate	Nitrogen chloride
Guanidine nitrate	Nitrogen trichloride
Guanidine perchlorate	Nitroglycerine

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Guanyl nitrosamino guanyl tetrazene	Nitroglycerine powder
Guhr-dynamite	Nitroguanidine
Gun cotton	Nitromannital
Gun-cotton solutions	Nitro-starch
Gun powder	Nitro-sugar
Hay in pressed bales	Ozonides
Hydrazine nitrate	
Hydrozoio acid	
Hydrogen cyanide	Pentanone
Hydrogen peroxide, 90-100%	Peracetic acid
Hydrogen selenide	Perchlorate explosives
Hydrogen sulphide	Perchlorate of all kinds
Hydrolith	Perchloric acid > 70%
Instant ignition cord	Perchromates
Iron carbonyl	Percussion capsules
Iron penta carbonyl	Phosphides
Kresylit	Phosphine
Lead azide	Phosphoretted hydrogen
Lead picrate	Phosphorous (yellow or white)
Lead styphnate	Picramic acid
Lead trinitroresorcinate	Picrates
Lithium aluminium hydride	Picratol
Lithium amide	Picric acid
Lithium borohydride	Picryl chloride
Lithium butyl	Plasticized dynamite
Lithium hydride	Potassium
Lyddite	Potassium amalgam
	Potassium hydride
	Primers (explosives)
	Propargyl bromide
	Prussic acid
Liquid Petroleum Gas	Raney nickel
Mannitol hexanitrate	RDX
Mercuric cyanate	Rubber cement
Mercury cyanate	Safety explosives
Mercury fulminate	Saltpetre blasting powder
Mining charges	Silanes
Mixed powder(nitrocellulose)	Silver acetylde
Nitrates of all kinds	Silver fulminate
Nitrate explosives	Silver picrate
Nitrates of all kinds	Sodium
Nitro-carbonitrate	Sodium azide
Nitrocellulose	Sodium dinitro phenol
Nitrocellulose powder	Sodium hydride
Nitrogelatine dynamite	

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87 M G ROAD, MUMBAI 400 001

Sodium hyposulphite	TNT
Solein	Trinitrocellulose
Starch nitrate	Trinitroglycerine
Styphnic acid	Trinitronaphthalene
Straw in pressed bales	Trinitrophenol
Succinic peroxide	Trinitrophenolmethylnitramine
Sugar nitrates	Trinitro-toluene
Tetranitroaniline	Tripropylaluminium
Tetranitrobenzene	Urea peroxide
Tetranitronaphthalene	Zinc phosphide
Tetranitrophenol	Zinc picrate
Titanium hydride	Zirconium hydride