

**NATIONAL INSURANCE COMPANY LIMITED**  
**CORPORATE REGIONAL OFFICE**  
**ROYAL INSURANCE BUILDING, 2<sup>ND</sup> FLOOR,**  
**12, J.R.D. TATA ROAD, MUMBAI-400 020**  
**Tel no 022-22821814/1844 Fax no 022-22026496**

**PUBLIC LIABILITY POLICY FOR OIL INDUSTRIES**

WHEREAS the Insured designated in the Schedule hereto has made or caused to be made to NATIONAL INSURANCE COMPANY LIMITED (hereinafter called "the Company") a proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein for the insurance hereafter contained and has paid the premium stated herein.

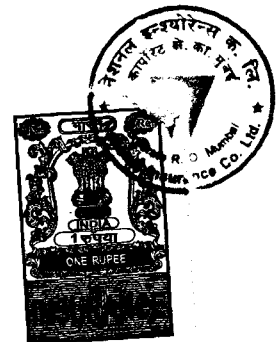
NOW THIS POLICY WITNESSETH that subject to the terms limitations exceptions and conditions contained herein or endorsed hereon the Company will indemnify the insured as per section one and section two hereinafter mentioned to the extent provided hereinafter during the period stated in the Schedule or during any subsequent period for which the Company shall accept the renewal premium.

**EXCLUSION / EXCEPTIONS:**

This policy does not cover liability

1. Assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
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.
3. Arising out of deliberate, willful or intentional non compliance of any Statutory Provision and non-fulfilment of maintenance or proper quality control.
4. Arising out of loss or pure financial nature such as loss of goodwill, loss of market etc.
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 there from.  
(b) infringement of plans, copyright, patent, trade name, trade mark, registered design.
6. Arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damage.
7. Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.
8. Directly or indirectly caused by or contributed by  
(a) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,  
(b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**SPECIAL CONTINGENCY INSURANCE POLICY**  
**POLICY NUMBER: 251100/46/11/9500000136**  
**Insured: IOCL, HPCL & BPCL**  
**Period Of Insurance: 02.05.2011 TO 01.05.2012**



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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,
- © Claims for damage to any bridge, weigh bridge, road or anything beneath caused by weight of any motor vehicle or trailer or of the load unloaded therein,
- (d) Claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
10. Transportation of materials and/or hazardous/dangerous substances outside Insured's premises unless specifically covered (except LPG Cylinders empty and/or filled).
11. The ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft or over-craft.
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 clothing and personal effects.
- © Premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.
13. Injury and/or damage occurring prior to the 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, the
- (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 event if the cause was unknown.
14. The deliberate conscious of intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
15. Injury to any person under the contract of employment or apprenticeship with the Insured contractor(s) and/or Sub-Contractor(s) when such injury arises out of the execution of such contract.
16. Pollution howsoever caused unless specifically covered (Pollution means contamination of the atmosphere, water and land)

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**GENERAL CONDITIONS:**

1. **NOTICE** : Every notice and communication to the Company required by this policy shall be in writing to the office of the Company through which this Insurance is effected.
2. **DUTY OF DISCLOSURE** : The policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, mis description or nondisclosure of any material fact.
3. **REASONABLE CARE** : The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage.
4. **CLAIMS PROCEDURE** :
  - (I) a. The insured shall give immediate notice thereof in writing to the nearest office with a copy to the policy issuing office of the Company as well as lodge forthwith a complaint with the police.
  - b. The Insured shall deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing of the loss or damage, with an estimate of the intrinsic value of the property lost and the amount of damage sustained.
  - c. The insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
  - (II) The insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the policy give immediate notice thereof the Company and shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any expenses in making good any claim without the written consent of the Company and shall not negotiate pay settle admit or repudiate and claim without such consent.
5. **INDEMNITY** : The indemnity only applies to claims arising out of accident occurring in the circumstances specified in the schedule, arising in connection with or arising out of gas cylinder filled or empty supplied by the Insured during the period of insurance except liability arising in respect of accidents in the Insured's premises, first made in writing in accordance with the operative clause. The Company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to spend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage and in any case not more than the sum insured thereon.

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6. **CONTRIBUTION** : If at the time of the happening of any loss or damage covered by this policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.
7. **SUBROGATION** : The insured and any claimant under this policy shall at the expenses of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled to or surrogated upon the Company paying for or making good any loss or damage under this policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
8. **FRAUD** : If any claim under this policy shall be in respect fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this policy, all benefits and rights under the policy shall be forfeited.
9. **CANCELLATION** : The Company may at any time, cancel this policy, by giving 7 days notice in writing by Registered A.D. to the Insured at his last known address in which case the Company shall return to the Insured a proportion of the premium corresponding the unexpired period of insurance. Cancellation is effective only for unexpired period and not to the claim arising out of accident occurring for the expired period.

The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall retain the premium for the period this policy has been in force at the Company's short period scales.

Period not exceeding 1 week	10.0% of annual rate
Period not exceeding 1 months	25.0% of annual rate
Period not exceeding 2 months	35.0% of annual rate
Period not exceeding 3 months	50.0% of annual rate
Period not exceeding 4 months	60.0% of annual rate
Period not exceeding 6 months	75.0% of annual rate
Period not exceeding 8 months	85.0% of annual rate
Exceeding 8 months	100% of annual rate

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10. **ARBITRATION AND DISCLAIMER** : If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to be decision of an arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to the panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

10. **OBSERVANCE OF TERMS AND CONDITIONS** : The due observance and fulfillment of terms, conditions and endorsement of this policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this policy.

#### **SECTION – I**

#### **LEGAL LIABILITY**

The Company will indemnify the insured against their legal liability to pay compensation including the claimant cost, fees and expenses any where in India in accordance with Indian law in the event of :

(a) accidental bodily injury to any person (not being a person engaged in and upon the service of the insured at the time of occurrence giving rise to such injury not a person claiming against the Insured under any workmen's compensation act)

(b) accidental damage to property (not being property of or belonging to or in the custody or under the control of the Insured or any person in the services of the Insured or upon which the insured or any such person is or has been working if that damage result directly from such work) happening during the period of insurance specified in the schedule in connection with Trade/Business as described in the Schedule.

#### **SECTION – II**

#### **PERSONAL ACCIDENT COVER TO THIRD PARTY AND DAMAGE AT**

**AUTHORISED CUSTOMER'S REGISTERED PREMISED : (Irrespective of liability at law)**

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A) If any person shall sustain bodily injury solely and directly caused by accidental violent external and visible means arising from usage of LPG cylinder during the policy period as defined in Schedule, resulting in death or disablement as stated hereinafter the Company shall pay to the Insured the persons named in the Schedule or his/her assignee/his/her legal personal representative the sum or sums hereinafter set forth, that is to say:

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

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

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

<b>Injury</b>	<b>Percentage of Capital Sum Insured</b>
1. Loss of Toes	
All	20
Great-both phalanges	5

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Great-one phalanx	2
Other than great, <u>if more</u> than one toe lost, each toe	1
2. Loss of hearing	
Both ears	50
One ear	15
3. Loss of thumb and four fingers of one hand	40
4. Loss of four fingers	35
5. Loss of thumb	
Both phalanges	25
One phalanx	10
6. Loss of Index finger	
Three Phalanges	10
Two Phalanges	8
One Phalanx	4
7. Loss of middle finger	
Three Phalanges	6
Two Phalanges	4
One Phalanx	2
8. Loss of ring finger	
Three Phalanges	5
Two Phalanges	4
One Phalanx	2
9. Loss of little finger	
Three Phalanges	4
Two Phalanges	3
One Phalanx	2
10. Loss of metacarpuses	
First or second (additional)	3
Third, fourth or fifth (Additional)	2
11. Any other Permanent Partial Disablement Percentage as assessed by the doctors	

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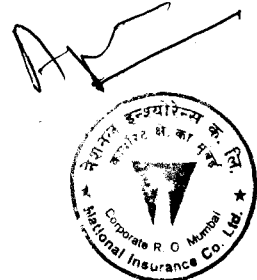


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8.	<p>Personal Accident cover to third parties and customers and property damage at authorized customers' registered premises (irrespective of liability of Law)</p> <p>(a) P.A. 1 to 5 : Rs.5,00,000/- per person per event</p> <p>(b) Medical expenses : Rs.15,00,000/- per event (Max. Rs.1,00,000/- per person, immediate relief up-to Rs.25,000/- per person)</p> <p>© Property damage : Max. Rs.1,00,000/- per event at authorized customers' registered premises</p> <p>(d) Per year : Rs.8 crore</p>
9	<p><b>CIRCUMSTANCES :</b></p> <ol style="list-style-type: none"> <li>1. Whilst the filled LPG cylinders are carried out of the bottling plant;</li> <li>2. Whilst the filled LPG cylinders are in transit in the hand of approved transporters;</li> <li>3. Whilst the filled LPG cylinders are stored in the distributors' premises;</li> <li>4. Whilst the filled LPG cylinders are in transit from distributors' premises to registered customers' premises and/or whilst the filled and empty cylinders are in transit from the registered customer's premises to the distributor's premises;</li> <li>5. Whilst the filled LPG cylinders are lying in the registered customers' premises;</li> <li>6. Whilst the empty or filled cylinders are being carried base to the bottling plants;</li> <li>7. Whilst arising out of the use LPG supplied by the insured in Reticulated system, Community kitchens, other applications like geysers, lighting etc.</li> <li>8. Whilst the cylinder is being connected to the LPG installation and disconnected from the LPG installation.</li> </ol>
10.	<p><b>IMMEDIATE RELIEF</b></p> <p>Immediately on occurrence of an accident requiring hospitalization of victim(s), insurance will authorize an immediate relief of up to rs.25,000/- on confirmation of liability and production of "immediate relief certificate" by the authorized representative of Insured. The amount so paid will be subject to adjustment in the final settlement of claim.</p>
11.	<p><b>COMPULSORY EXCESS</b></p> <p>The insured shall bear a compulsory excess of Rs.10,000/- for any one accident under Section One, this excess shall be applicable to both (a) death/bodily injury (b) property damage, inclusive of defence cost arising out of any one accident. The Company's liability shall be for the claim in excess of such compulsory excess.</p>

**For NATIONAL INSURANCE COMPANY LIMITED**  
**AUTHORISED SIGNATORY**

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**SCHEDULE**

1.	POLICY NO.	251100/46/11/9500000136
2.	NAME OF THE INSURED	INDIAN OIL CORPN, LTD. & ASSO., BHARAT PETROLEUM CORPN. LTD., & HINDUSTAN PETROLEUM CORPN. LTD.
3.	POLICY PERIOD	02/05/2011 TO 01/05/2012
4.	PREMIUM	RS.5,25,00,000/- + S.Tax
5.	TERRITORIAL LIMITS	ANYWHERE IN INDIA
6.	DETAILS OF INSURANCE	1.Liability at Law for compensation and claimants cost and expenses in respect of any accident resulting in death or bodily injury to any person or damage to property in connection with Trade Business of insured, such accident occurring at : (a) Customers Registered Premises (b) Registered dealers Premises (c ) During Transit when such LPG Cylinder are in the hand of Registered Transport Contractor whilst carrying such LPG Cylinder from Oil Co. to Distributors' Premises. (d) Whilst LPG Cylinder in Transit, carried by dealer's employees to customer premises or by customer under cash or carry system. (e) Whilst arising out of the use of LPG supplied by the insured in reticulated systems, community kitchen, other application like geysers, lighting, generator sets, irrigation pumps etc. (f) Whilst the cylinder is being connected to the LPG installation and whilst being disconnected from the LPG installation.
7.	LIMITS OF LIABILITY	PER EVENT : RS.50 LAKHS PER PERSON : RS.10 LAKHS PER YEAR : RS.100 CRORES

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**MEDICAL EXPENSES**

6. The amount of actual medical expenses incurred but not exceeding Rs.1,00,000/- per person and Rs.15,00,000/- per event but subject however to the overall limit under the policy schedule.

**EXCEPTIONS :**

Provided always that :

The Company shall not be liable under this Section for :

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

(B) In the event of damage to property due to usage of LPG Cylinder during the policy period whilst such cylinder is in the process of installation at authorized customer's registered premises or whilst lying at such registered premises, the company shall be liable to the extent of Rs.1,00,000/- (Maximum per event) irrespective of legal liability. Subject to independent survey report.

**For NATIONAL INSURANCE COMPANY LIMITED**



**AUTHORISED SIGNATORY**

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## Annexure – Claim Procedure :

- Any Correspondence in respect of claims under the policy may please be sent to our office address as under :

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Email: gs.nair@nic.co.in**

- In case of any incident which is likely to give rise to any legal liability claim under the policy, the intimation of the same may please be given immediately to enable us to appoint surveyor/Investigator to collect necessary information. Detailed report on the incident is to be sent to us at the earliest. Any summons received in this regard is to be forwarded to us immediately.
- Regarding the claims under personal accident/medical expenses section, immediate intimation of claim followed by the following documents is necessary: -
  - ♦ Duly completed claim form (format enclosed) along with report of attending doctor.
  - ♦ Death certificate , Post-mortem report/coroner's report/inquest report whichever applicable , in case of death claims.
  - ♦ Police Report
  - ♦ Medical bills and receipts in case claim is for medical expenses.
  - ♦ Investigation reports/Case papers confirming the treatment and disabilities.
  - ♦ Report/Confirmation form insured that the incident has occurred at the premises of bona fide consumer/transporter/distributor.

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