

Assure Warranty

Prospectus

INTRODUCTION

Universal Sompo General Insurance Company Limited Assure Warranty has been designed to cater to the requirements of Manufacturers/Dealers/Distributers/ any other business model of various appliances.

WHO CAN TAKE THIS POLICY

Manufacturers/Dealers/Distributers/ any other business model of various appliances of various appliances being used for personal / commercial use, who wish to avail of an Insurance Protection for their customers against the repair or replacement Costs in respect of mechanical, electrical and electronic breakdown arising out of Manufacturing defects or faulty workmanship.

Policy can also be sourced through Group Platform.

SCOPE OF COVER

The Policy covers wide range of Electrical/Non Electrical/Mechanical/Electronic Products, such as:

- 1. Portable electronic gadgets/equipment such as Mobile, Camera, Laptop and similar products.
- 2. Non-Portable Electrical/Mechanical/Electronic goods such as Refrigerator, Music system, Washing machine, Microwave and similar products.
- 3. Non Electrical Items such as Furniture, hand tools etc.

This cover will commence as per the agreed date as mentioned in this Policy.

Tenure: The Policy can be taken for upto 10 years.

COVERAGE

Insured can select one option from below:

- A. Warranty Insurance: The Company will indemnify against the repair or replacement costs in respect of the Insured Asset caused by manufacturing defect and/ or due to poor workmanship during the Policy Period, provided that the liability of the Company in respect of any one Insured Asset in any one Policy Period will not individually or in the aggregate exceed the Sum Insured set against such item in the Policy Schedule/ Certificate of Insurance, subject to the terms, conditions, warranties and exclusions contained herein or endorsed or otherwise expressed.
 - B. **Extended Warranty Insurance**: The **Company** will indemnify the Insured, against the repair



or replacement costs in respect of the **Insured Asset** caused by manufacturing defect and/ or due to poor workmanship during the **Risk Period**, provided that the liability of the **Company** in respect of any one **Insured Asset** in any one **Policy Period** will not individually or in the aggregate exceed the **Sum Insured** set against such item in the **Policy Schedule**/ Certificate, subject to the terms, conditions, warranties and exclusions contained herein or endorsed or otherwise expressed. This insurance cover shall be provided post completion of the Manufacturer's warranty (if any).

SUM INSURED:

- A. New Equipments :-
- i. For Items covered before expiry of manufacturing warranty: Each Insured Asset must be equal to the original purchase price of the Insured Asset.
- ii. For Items covered after expiry of manufacturing warranty: Each Insured Asset must equal the MRP (Maximum Retail Price)/invoice value/ selling price/ valuation report provided by the Insured. This value must represent the present-day Replacement value of the asset on the day the Insured Asset is being proposed to be covered under the Policy.
- B. Used/ Second hand Equipments:-Basis of sum insured will be as specified in policy schedule.
- C. **Specific items such as components of Equipments:** Basis of sum insured will be as specified in policy schedule
- D. In the event of a total loss/ CTL (Constructive Total Loss) settlement of Claim or exhaustion of Sum Insured of the Insured Asset due to payment of partial loss Claims, the cover shall cease immediately for that said particular Insured Asset and the Insured shall not be entitled to any refund of premium.

EXCLUSIONS:

The Company shall have no liability and no Claim shall be admissible in respect of any Policyholder Holder under any benefit(s) where such liability or Claim arises directly or indirectly due to any of the following:

- 1. Any **Claim** falling beyond the expiry date as shown in the schedule.
- 2. Loss or damage arising out of the **Insured Asset** not being used in accordance with **Manufacturer's** instructions.
- 3. Loss or damage for which the **Manufacturer** of the **Insured Asset** is responsible under a guarantee and/ or warranty unless specifically covered under warranty Insurance under section III.A.
- 4. Loss or damage arising out of improper use of the **Insured Asset**.
- 5. Loss or damage arising out of modification or alteration of any nature made in the electrical circuitry and/ or physical construction of the **Insured Asset**.
- 6. Where repair work is carried out by persons/ agency that are not authorized by the Manufacturer/Authorised Dealer/Company.
- 7. Superficial and Inconsequential aspects such as noises, vibrations, oil seepage and sensations that do not lead to dismal performance of the **Insured Asset**.



- 8. Loss or damage to accessories used in connection with the **Insured Asset** that were not originally supplied at the time of purchase of the **Insured Asset** by the **Insured**.
- 9. Replacement of any consumable item of the **Insured Asset**, including but not limited to batteries, bulbs, plugs, cables, ribbons, belts, tapes, fuses, filters, toner or software.
- 10. Defects or faults that are not covered under the **Manufacturer's** warranty.
- 11. Loss or damage due to or consequently occurred upon wear and tear and/ or gradual deterioration of the **Insured Asset**.
- 12. Loss or damage arising out of improper or abnormal electrical/ gas/ water supply or signal connection to the **Insured Asset**.
- 13. The cost of transporting the **Insured Asset** to and/ or from the place of repair.
- 14. The cost of transporting the **Insured Asset** to and/or from the place of repair unless specifically mentioned in thr policy schedule.
- 15. Loss or damage caused by or arising out of the wilful acts or wilful gross negligence or fraudulent acts of the **Insured** and/or **Insured**'s family and/or **Insured**'s employees.
- 16. Insured's consequential losses of any kind and/or legal liability of any kind.
- 17. Failure of parts which are subject to recall by Manufacturer of the Insured Asset.
- 18. The cost of repairing, restoring or reconfiguring computer software.
- 19. Any cost incurred with periodic maintenance of the **Insured Asset**, including parts replaced in course of such maintenance operations.
- 20. Loss or damage due to corrosion, rust, denting, scratching, blockages or dust.
- 21. Where the original serial number is removed, obliterated or altered from Insured Asset.
- 22. Loss or damage arising out of improper storage or transportation of the Insured Asset.
- 23. The cost of installing the **Insured Asset** or any optional attachment to the **Insured Asset**.
- 24. Loss or damage due to use of non-genuine parts and/ or non-genuine oils.
- 25. Where there is a change of ownership of the **Insured Asset**.
- 26. Mechanical and/ or electrical **Breakdown** caused by overloading, strain, overrunning, freezing, excessive pressure, short-circuiting, heating of the **Insured Asset**.
- 27. Service/ maintenance calls which do not involve malfunction or defects in workmanship or material.
- 28. Damages caused by services performed by service personnel of the non-authorized workshops.
- 29. Where the **Insured Asset** is subject to commercial, rental or profit generation purposes except in cases of domestic/ residential property. This exclusion can be waived off, if specifically agreed by us.
- 30. Loss or damage arising out of any external cause, including but not limited to fire, theft, explosion, water damage, acts of God, riots/ strike/ malicious damage, act of terrorism, corrosion, rust, denting, scratching, animal/ insect damage, entry of foreign bodies etc.
- 31. Accidental damage both internal and external.
- 32. Any circumstance, fact or matter of which the **Insured** was or ought reasonably to have been aware prior to the commencement of the **Policy Period**.
- 33. Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear



waste or from the combustion of nuclear fuel.

- 34. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 35. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government or public local authority.
- 36. Any loss or damage that arises when the **Policy** is not in force due to any reason whatsoever.
- 37. Exclusion Specific to Furniture:
 - a. Damage to Mattresses, Wicker and rattan furniture, Nubuck, suede or exotic leathers, Split-grain leather hides used in seat cushions, back cushions, or arm areas
 - b. Furniture showing signs of infestation, including but not limited to insects, rodents, termites and cockroaches.
- 38. Any specific exclusion which is mentioned on policy schedule.

OPTIONAL COVER

1. Betterment Benefit for Insured Asset

On payment of additional premium, the policy also covers the next immediate available highest-level configuration of Insured Asset under the same Manufacturer in the event of Breakdown of the Insured Asset if the same configuration of Insured Asset is not available.

N.B. the betterment Cost is within 10% of the original purchase Cost of the Insured Asset.

2. Waiver of Condition of Average:

The clause states that, if the Sum Insured at the time of Claim is less than the amount required to be Insured as per provisions defined in the Policy, the Claim will be paid in only such proportion as the Sum Insured bears to the amount required to be Insured.

On payment of additional premium, the Policy holder has the option to choose for waiver of condition of average. Maximum percentage of waiver of condition of average will be as specified in the policy schedule.

GENERAL CONDITION

A. Conditions precedent to the contract

i. Non - Disclosure

Policy shall be void and all premium paid hereon shall be forfeited to the **Company**, in the event of misrepresentation, mis-declaration, mis-description or non-disclosure of the material



fact. In the event of untrue or incorrect statements, misrepresentation, mis-declaration, mis-description or non-disclosure of any material particulars in the proposal form, personal statement, declaration and connected documents or any material information having been withheld, or a **Claim** being fraudulent or any fraudulent means or device being used by the **Policyholder** or any one acting on his/ their behalf to obtain a benefit under this **Policy**, the **Company** may cancel this **Policy** at its sole discretion and the premium paid shall be forfeited in its favor.

ii. Observance of Terms and Conditions

The due observance and fulfillment of the terms, conditions and endorsement, if any of this **Policy** in so far as they relate to anything to be done or complied with by the **Policyholder** and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the **Company** to make any payment under this **Policy**.

iii. Nature of Insured Asset

The **Insured Asset** must be manufactured or legally imported in India and sold through Official Channels and should be supported by original invoice & **Manufacturer's Warranty (if any).**

iv. Arbitration

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. (This clause does not apply to policies bought by individuals and to Group policies where premium is paid by members)

B. Conditions applicable during the contract

i. Reasonable Care: Insured shall:

- a) take all reasonable steps to safeguard the **Insured Asset** against any event
- b) take all reasonable steps to prevent a Claim from arising under this Policy

ii. Alteration in the Policy

This **Policy** constitutes the complete contract of insurance. No change or alteration shall be valid or effective unless approved in writing by the **Company**, which approval shall be evidenced by a written endorsement signed and stamped by the **Company**.

iii. Right to Inspect

If required by the **Company**, its representatives and appointees, including a loss assessor or a surveyor appointed in that behalf, shall in case of any loss or any circumstances that have given rise to a **Claim** under the **Policy** be permitted at all reasonable times to examine into the circumstances of such loss. The **Policyholder** shall, on being required so to do by the **Company**, produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from them as may be required by the **Company** so far as they relate to such **Claims** or will in any way assist the **Company** to ascertain in the correctness thereof or the liability of the **Company** under the **Policy**.

iv. Territorial Scope

This **Policy** covers **Insured** events arising during the **Policy Period** within **India**. The **Company**'s liability to make any payment shall be to make payment within India and in Indian Rupees only.



v. Jurisdiction

This **Policy** is subject to the exclusive jurisdiction of the Courts of India.

vi. Multiple Warranty Period:

For **Extended Warranty Insurance**, incase the **Manufacturer** provides multiple warranty Periods for its different components of the **Insured Asset**, the **Risk Period** shall be as mentioned in **Policy Schedule**.

vii. Assignment

Unless accepted by the Company, no assignment of interest under this **Policy** shall be binding upon the **Company**. The **Company** does not assume any responsibility for the validity of an assignment.

viii. Third Parties

Notwithstanding what is stated in any Law, this **Policy** is not intended to confer any rights or benefits on and or enforceable by any Third Party other than the **Policyholder** and accordingly no Third Party shall acquire any rights in relation to or under this **Policy** nor can enforce any benefits or **Claim** under term of this contract against the **Insured**.

ix. Limit of Liability

Company's liability for any one or many **Claim** shall in no case exceed the **Sum Insured** for the particular **Insured Asset** subject to **Deductible** shown on the **Policy.**

x. Cancellation of Policy

- a) This Policy may be cancelled by or on behalf of the Company by giving the Insured at least 15 Days written notice on the grounds of misrepresentation, fraud, nondisclosure of material facts or non-cooperation and in such event the Company shall refund to the Insured a pro-rata premium for the unexpired Policy Period. The Company shall remain liable for any Claim that was made prior to the date upon which this insurance is cancelled.
- b) This **Policy** may be cancelled by the **Insured** at any time by giving at least 15 **Days** written notice to the **Company**. If the **Policy** is cancelled after the commencement of the **Risk Period**, subject to no claims under the policy, the **Company** will refund the premium after retaining premium on pro rata basis for the duration of valid **Policy Period** subject to minimum retention of Rs 100 + GST.
- c) No refund of premium shall be due on cancellation if a Claim has been made under risk covered in the Policy.

xi. Written Communication

All communications with the Company must be in writing and must be delivered to its address as shown in the Policy Schedule. Any communication meant for the Policyholder will be sent by the Company to his last known address or Policyholder registered Email id as shown in the Policy Schedule.

xii. Records to be Maintained

The **Policyholder** shall keep an accurate record containing all physical records and shall allow the **Company** or its representative(s) to inspect such records. The **Policyholder** shall furnish such information as the **Company** may require under this **Policy** at any time during the **Policy Period and/or** until final adjustment (if any) and resolution of all **Claims** under this **Policy**.

xiii. No Constructive Notice

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Any knowledge or information of any circumstance or condition in relation to the **Insured** which is in knowledge or possession of the **Company**, but it has not specifically informed by the **Policyholder**, shall not be held to bind or prejudicially affect the **Company** notwithstanding subsequent acceptance of any premium.

xiv. Subrogation

In the event of payment under this **Policy**, the **Company** shall be subrogated to **Policyholder's** rights or recovery thereof against any person or organization, and the **Insured/Policyholder** shall execute and deliver instruments and papers necessary to secure such rights. The **Insured** and or **Policyholder** and any claimant under this **Policy** shall at the expense of the **Company** do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the **Company**, before or after **Insured/Policyholder's** indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the **Company** shall be or would become entitled or subrogated.

xv All **Claims** shall be payable in India in Indian Rupees only

xvi. Contact Details:

Website: www.universalsompo.com

Toll free: 1 - 800 - 224030 / 1 - 800 – 2004030

E-mail: contactus@universalsompo.com

Courier: Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi

Mumbai, Maharashtra – 400708.

ELIGIBLE DISCOUNT

Insured will be eligible for discounts on premium. Criteria for such discount may include but not limited to the following:

- 1. Annual Maintenance Contract (AMC)
- 2. Experience of the Manufacturer
- 3. Date of Launch of the equipment
- 4. Usage Intensity
- 5. Claim Experience

CONDITIONS APPLICABLE WHEN CLAIM ARISES

Basis of Claim Settlement

In the event of a loss, the basis of loss settlement shall be as follows:

i. Partial Loss: Where an Insured Asset can reasonably be repaired or reinstated at a cost less than the replacement cost, the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore the Insured Asset/ Components to its state as it was prior to the happening of the Insured event. No Depreciation shall be deducted except for parts with limited life. Depreciation / Deductible / Salvage value where applicable and as mentioned in the Schedule will be deducted. Charges payable to arrange for the repair technician to visit the premises where the Product has been installed or pick-up and drop charges will also be payable,



- if mentioned in the Schedule. Our maximum liability to pay will not exceed the **Sum Insured** for the risk during the Period of insurance.
- ii. Total Loss: In case of total loss, Company will pay Market Value / Replacement value as the case may be as mentioned in the schedule. Maximum liability of the Company will not exceed the Sum Insured for the Risk. Appropriate Depreciation / Deductible / Salvage value, where applicable and as mentioned in the schedule will be deducted. Charges payable to arrange for the repair technician to visit the premises where the Product has been installed or pick-up and drop charges will also be payable, if mentioned in the Poliy Schedule.
- iii. Constructive Total Loss: In the case of single loss wherein the Cost of repair exceeds 75% of the Insured Asset value the Company may replace the Insured Asset and shall indemnify the Policyholder in respect of the restoration or replacement Cost up to the Sum Insured set against the Insured Asset in the Policy Schedule subject to Depreciation, net of salvage basis. Every Insured Asset, if more than one, shall be separately subject to this Special Condition.
- iv. The **Company** shall be entitled to retain any defective part replaced under the **Policy**.
- v. Condition of Average Unless specifically stated in the Schedule, If the Sum insured is less than the amount required to be Insured as per provisions hereinabove, we will pay only such proportion as the Sum insured bears to the amount required to be Insured. Every Product if more than one shall be subject to this condition separately.
- vi. Contribution: In the event of an incident which results in a Claim under this Policy and the Policyholder have other insurance covering the same Loss, the Company will not pay more than the Company's share, subject to the maximum Limit of Cover granted under this Policy.
 - Basis of claim settlement may vary as per equipments proposed for insurance and is subject to terms and conditions mentioned on policy schedule.

Rights and Responsibility of Company:

- i. The **Company** may at its Option repair, reinstate or replace the **Insured Asset** damaged or destroyed, or any part thereof instead of paying the amount of loss or damage.
- ii. The **Company** reserves the right to appoint a Surveyor to determine admissibility and extent of loss.
- iii. The **Company** shall be entitled to retain any defective part replaced under the **Policy**.
- iv. The Surveyor shall be appointed with 24 hours from the intimation. The Insurance Company to obtain survey report within 15 days from the date of appointment. Post receipt of survey report insurance company to conclude the case within 07 days of receipt of survey report.

CLAIMS PROCEDURE

In the event of any circumstances likely to give rise to a claim insured must follow the following.

- a. Take all reasonable steps within the insured's power to recover / minimize the extent of the loss or damage.
- b. Intimate us as soon as reasonably possible. Notice of claim and registration shall be done at our Toll Free Number: 1800-22-4030 or 1800-200-4030, alternatively you can notify your claim by sending mail to <contactclaims@universalsompo.com>.
- c. While notifying your claim, please share your

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- 1) policy number under which you prefer to lodge your claim,
- 2) date of loss,
- 3) place of loss,
- 4) cause of loss
- 5) estimate of your loss.
- 6) Details of contact person with mobile no. and e-mail ID.
- 7) Make, Model, serial no
- 8) Proof of purchase (invoice copy)
- 9) Warranty certificate
- d. Preserve the damaged or defective parts / items / assets and make them available for inspection by an official of the insurance company or surveyor /investigator appointed.
- e. Furnish all such information / proofs and documentary evidence as the surveyor / insurance company may require processing your claim.

Followed by notification of a claim, insured is expected to follow the following procedures.

- i. Insured shall do all possible loss minimization activity to reduce further loss or aggravation of loss.
- ii. Insured shall not dispose / throwing away /selling / destroying any of damaged item/salvage before inspection of loss by insurer/surveyor been appointed.
- iii. Insured shall furnish all necessary documents/photographs/videos and proof / evidence in relevant to their claim to surveyor / insurance company to establish their loss.
- iv. Insured shall not offer promise or assurance to any third party for their loss arising out of this incident.
- v. After receipt of all necessary claim documents, re-instatement bills and payment proofs, claim working with surveyor observation would be shared to insured by surveyor / insurance company for their understanding and concurrence.
- vi. Based on the final surveyor report, claim preferred by insured would be processed and concluded for settlement.
- vii. Post notification of a claim, Insured would be followed for the basic settlement documents or clarification on the discrepancy observed on the basic settlement documents. In spite of our best effort, if insured fails to respond for the basic details within the defined time limit, the claim preferred by insured would be repudiated as "Loss was not established"

Basic documents to be submitted by insured for claim settlement (To be submitted by insured after reporting of loss)

- 1. Claim form
- 2. Repair / Replacement Bill as applicable
- 3. Any other document as may be reasonably required by the Company or Company's representative to investigate the Claim.
- 4. Proof of Ownership -invoice copy for verification of risk incepted at the time of underwriting.

Escalation Matrix



Level 1 - contactclaims@universalsompo.com

Level 2 - grievance@universalsompo.com

Level 3 - gro@universalsompo.com

Grievance

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

Step 1

a. Contact Us

1-800-224030/1-800-2004030

- **b. E-mail us at:** Contactus@universalsompo.com
- c. Write to us Customer Service Universal Sompo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

d. Senior Citizen Number: 1800 267 4030

> Step 2

If the resolution you received, does not meet your expectations, you can directly write to our Grievance Id. After examining the matter, the final response would be conveyed within two weeks from the date of receipt of your complaint on this email id.

Email Us- grievance@universalsompo.com

Drop in Your concern

Grievance Cell: Universal Sompo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Visit Branch Grievance Redressal Officer (GRO)

Walk into any of our nearest branches and request to meet the GRO

- We will acknowledge receipt of your concern immediately
- Within 2 weeks of receiving your grievance, we will respond to you with the best solution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of our response

Step 3:

In case, You are not satisfied with the decision/resolution of the above office or have not received any response within 15 working days, You may write or email to:

Chief Grievance Redressal Officer

Universal Sompo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Email: gro@universalsompo.com

For updated details of grievance officer, kindly refer the link https://www.universalsompo.com/resourse-grievance-redressal

Step 4.

Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial

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implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at https://www.gicouncil.in/, the Consumer Education Website of the IRDAI at https://www.policyholder.gov.in, or from any of Our Offices.

The updated contact details of the Insurance Ombudsman offices can be referred by clicking on the Insurance ombudsman official site: https://www.cioins.co.in/Ombudsman

Note: Grievance may also be lodged at IRDAI https://bimabharosa.irdai.gov.in/

Contact Details

Website: www.universalsompo.com

• Toll Free Numbers: 1800-22-4030, 1800-200-4030

• E-mail: contactus@universalsompo.com

• **Courier**: Universal Sompo General Insurance Co. Ltd. Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra – 400708.

INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates

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

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

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

Registered & Corp Office: Universal Sompo General Insurance Company Ltd. 8th Floor & 9th Floor (South Side), Commerz International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon East, Mumbai 400063, Toll free no: 1800-22-4030/1800-200-4030, IRDAI Reg no: 134, CIN# U66010MH2007PLC166770 E-mail: contactus@universalsompo.com, website link www.universalsompo.com