

PROSPECTUS CARRIERS LEGAL LIABILITY INSURANCE

Introduction:

Carrier legal liability insurance policy is designed to cover Carriers, Transport Operators, Fleet Owners etc. and indemnify against their legal liability for physical and actual damage to or loss of merchandise or goods directly caused by an accident and or fire to the vehicle used by them and at the same time as such goods or merchandise are actually transported in the said vehicle

Scope of Cover (What we Cover):

Your legal liability for actual physical loss of or damage to goods or merchandise transported in the vehicle (details of which are given in the Schedule) provided that fire or accident has arisen on account of Your negligence or negligence or criminal acts of Your servants and further provided that the vehicle is damaged by such fire, explosion or accident, and a claim in respect thereof is admitted under the Motor Package Insurance policy covering the vehicle. The cover will commence from the time of loading of the vehicle with cargo at the point of origin and expire after the delivery of cargo at the final destination or lapse of 3 days from arrival of the vehicle at the final destination whichever is earlier.

Our liability is restricted to Sum Insured (as mentioned in the Schedule) in respect of any one accident or series of accidents arising out of any one event or occurrence.

The Extent of Cover:

The policy will cover for the loss sustained and incurred by the Insured is limited to the Limit of Liability stated in Policy Schedule for all losses Discovered during the Policy Period and notified to the Insurer on a timely in accordance with the Claims Procedure.

Territory and Jurisdiction: India

Exclusions:

1. liability under any contract or agreement unless such liability would have arisen and You would have been liable at law notwithstanding such an agreement under the Carriage by Road Act, 2007.
2. liability in respect of damage to property:
 - (i) belonging to You or to Your any servant, agent or sub-contractor or to third parties unless such property is covered by a contract of carriage entered into by You in an approved form.
 - (ii) in Your control or any of Your servant, agent or sub-contractor unless such property is covered by a contract of carriage entered into by You in an approved form .
3. liability for loss or damage arising from:
 - (i) inherent defect or vice, including insects, moth, vermin, mildew, mould, damp, wear and tear, deterioration, spontaneous combustion or decay of perishable goods.
 - (ii) depreciation, delay, loss of market, any confiscation by a public authority.
 - (iii) consequential loss arising from loss or damage to goods.

(iv) any consequence whether direct or indirect of war (whether declared or not), act of foreign enemy, hostilities, civil war, rebellion, mutiny, insurrection or usurped power, civil commotion, act of God, any change of Law, refusal on the part of any Government, Government Agency or any other competent authority to grant necessary permit, License or sanction or deciding to revoke or qualify any such permit. In the event of any claim hereunder, You shall prove that the liability arose independently of and in no way connected with or occasioned by or contributed to by or traceable to any of the above said occurrences or causes or in consequence thereof and in default of such proof We shall not be liable to make any payment in respect of such a claim.

(v) any consequence whether direct or indirect of strike or riots.

(vi) loss or destruction of or damage to any property whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

(vii) goods and/or merchandise which may be illicit or illegal or contraband or smuggled.

(viii) Terrorism

4. any claim arising from a peril insured against under this Policy unless the aggregate of all such claims arising out of each separate accident or occurrence exceeds Rs 5000/- in which case this sum shall, be deducted from the claim amount payable.

Conditions:

1. Notice: Every notice and communication to Us required by or in respect of this Policy shall be in writing.
2. Mis-Description: This Policy shall be void and premium paid shall be forfeited in the event of misrepresentation, mis-description or non-disclosure of any material facts by You or Your representatives.
3. Reasonable Care: You shall all time exercise reasonable care and prudence in the selection of the employees to manage and run the operation and shall also ensure that all buildings storage spaces , machinery, vehicles and their accessories and fittings are substantial and sound and in proper order and fit for the purposes for which they are used and that all statutory requirements and all bye-laws and regulations imposed by any public authority are adhered to., If any defect shall be discovered which can cause a loss covered under the policy You shall not only cause the said defect to be made good with all dispatch but shall also in the meantime cause additional precautions to be taken as the circumstances of the case may require We shall at all time have free access to inspect any property in the event of any defect or damage being apparent to Our official/representative We may give notice in writing to You and thereupon all Our liability in respect thereof or arising there from shall be suspended until the same be cured or removed to Our satisfaction.
4. Inspection: You shall permit our authorized representative(s) to inspect Your records pertaining to all contracts of carriage issued and freight earned and of all vehicles employed or unutilized to discharge such contracts as and when required.

5. **Alteration In Risk:** The Policy shall stand cancelled with immediate effect if
- (a) the laws relating to carriage of goods are altered in any way
 - (b) any change occurs in the ownership or Your management or the area of operation
 - (c) any material change occurs in the information provided by You in the proposal form

Unless such change or alteration is brought to Our notice in advance and any revised terms and premium required by Us are agreed to and paid.

In the event of such cancellation after a claim has arisen during the current Policy Period no refund of premium shall be made. In the event of such cancellation and no claim having arisen prior to the date of effect of cancellation pro rata refund of premium for unexpired period may be allowed.

6. **Cancellation:** We may cancel this Policy by sending 15 days notice in writing by recorded delivery to you at Your last known address. You will then be entitled to a pro-rata refund of eligible premium for the un-expired period of this Policy from the date of cancellation, You may cancel this Policy by sending a written notice to Us. Retention premium for the period We were on risk will be calculated based on following short period table and the balance will be refunded to You subject to the condition that no claim has been preferred on Us.

Period (not Exceeding)	Proportion of Premium
1 week	1/8 of the annual premium
1 months	1/4 of the annual premium
2 months	3/8 of the annual premium
3 months	1/2 of the annual premium
4 months	5/8 of the annual premium
5 months	3/4 of the annual premium
8 months	7/8 of the annual premium
Exceeding 8 months	Full annual premium

The grounds for cancellation of the policy, for the insurer, can be only on the grounds of misrepresentation, non-disclosure of material facts, fraud or non-co-operation of the insured.

7. **Requirement Of Our Consent For Admission Of Your Liability:** No offer promise payment or indemnity shall be made or given by You or on Your behalf without Our prior written consent which shall be entitled if We so desire to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our own benefit any claim for indemnity or damages or otherwise and We shall have full discretion in the conduct of any proceedings or in the settlement of any claim and in such an event You shall give all such information and assistance and execute such documents as We may require in that behalf You shall cooperate with Us and upon Your request shall attend hearings and trials and shall assist in effecting settlements securing and giving evidence obtaining the attendance of witnesses and in the conduct of the suits You shall not obtaining the attendance of witnesses and in the conduct of the suits You shall not except at Your own cost voluntarily make any payment assume any obligations or incur any expense.

8. Relinquishing Of Conduct Of Defence Proceedings Following Full Payment Of Our Liability: At any time after the happening of any event giving rise to a claim or series of claims under this Policy We may pay to You the full amount of Our liability under such clauses and relinquish the conduct of any defence settlement or proceedings and We shall not be responsible for any damage alleged to have been caused to You in consequence of any alleged action or omission on Our part in connection with such defence settlement or proceedings or Our relinquishing such conduct nor shall We be liable for any costs and expenses whatsoever incurred by You or any claimant or other person after We shall have relinquished such conduct.
9. Underinsurance Adjustment: If a payment exceeding the limit of liability under this Policy has to be made to dispose of a claim Our liability to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said costs, charges and expenses as the limit of liability under this Policy bears to the amount paid to dispose of the claim.
10. Contribution: If at the time any claim arises under this Policy there is any other existing insurance covering the same liability We shall not be liable to pay or contribute more than its rateable proportion of any compensation costs or expenses notwithstanding the existence of any clause or condition of non-contribution or non-participation in the contract of such other insurance Policy or cover.
11. Reinstatement Of Sum Insured Following Settlement Of Claim: Payment of claims will only be made on production of a proper discharge signed by the owners of the cargo except in cases referred to in Condition 10 i.e. Contribution. Following settlement of any Claim, Sum Insured under this policy shall be automatically reinstated in consideration of Your paying an additional premium for the Sum Insured so restored computed for the unexpired period from the date of loss to the expiry of the Policy.
12. Fraud: If a claim be made by You or on Your behalf which shall be in any respect unsound or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable hereunder You shall not be entitled to abandon any property to Us.
13. Limitation As To Our Liability: The liability covered under this Policy being limited it is understood and agreed that in any event Our liability shall not extend to any of Your liability or that of Your servants except as specifically stated herein even if You or Your servants are liable under the Carrier's Act or other relevant law.
14. Maintenance Of Record: You shall maintain a written record at each of Your depots or delivery stations in which shall be entered promptly the condition and nature of goods received in an apparently damaged condition immediately at the time of receipt.
15. Loss Minimisation Measures: It is Your and Your Agent's duty in all cases to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against bailees or other Third parties are properly preserved and exercised.
16. 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.

17. **Geographical Limits:** The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this Policy shall be settled in Indian Rupees only.
18. **Disclaimer Clause:** If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the Claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.
19. **Observation:** Due observation and fulfillment of the terms and conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by You shall be a condition precedent to any liability being entertained by Us/ to make any payment under this Policy.

Eligible for Insurance (Who can take the Policy):

Policy is designed to cover legal liability arising out of the business activities of transportation industry of Carriers, Transport Operators, Fleet Owners etc.

Eligible Discounts/Rating Criteria:

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

- Age of the vehicle
- Refrigerated vehicle
- If cover is required for Riot & Strike
- If closed or open vehicle
- Carrying capacity
- Tankers and Special Products carriers
- Reinstatement of Sum Insured following settlement of claim

Exclusions specific to the policy, which can be covered on payment of additional premium:

- Riot & Strike

Claims Procedure:

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

- a. Reporting and Lodging of complaint with the local police immediately for the loss due to Terrorism /Burglary / Theft / involvement of any third party / injury or casualty/ malicious act.
- b. Take all reasonable steps within the insured's power to recover / minimize the extent of the loss or damage.
- c. 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 <contactus@universalsompo.com>.
- d. While notifying your claim, please share your

- 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.

e. 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.

f. 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.

- a. Insured shall do all possible loss minimization activity to reduce further loss or aggravation of loss.
- b. Insured shall not dispose / throwing away /selling / destroying any of damaged item/salvage before inspection of loss by insurer/surveyor been appointed.
- c. Insured shall furnish all necessary documents/photographs/videos and proof / evidence in relevant to their claim to surveyor / insurance company to establish their loss.
- d. Insured shall not offer promise or assurance to any third party for their loss arising out of this incident.
- e. 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.
- f. Based on the final surveyor report, claim preferred by insured would be processed and concluded for settlement.
- g. 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: Details about the incident, including date, time, location, parties involved, and a description of the damages or loss.
2. Bill of Lading: Details of the cargo, shipper, consignee, and any special instructions. It is critical in determining the liability of the carrier in case of loss or damage.
3. Incident Report: Descriptions of the event, statements from witnesses or involved parties, photos of the scene, and any relevant police or official reports.
4. Proof of Delivery (POD): Signature of the consignee, date and time of delivery, and notes regarding the condition of the goods upon receipt.
5. Insurance Policy: Policy number, coverage details, limits of liability, exclusions, conditions, and any endorsements that modify the standard terms.
6. Damage Assessment Report: Expert evaluation of the damaged goods, cost of repairs or replacement, and photographs documenting the damage.

7. Correspondence with Insurer: Letters, emails, and records of phone conversations discussing the claim, coverage, and settlement negotiations.
8. Settlement Agreement: Agreement on the amount to be paid, release of liability for the carrier, and any conditions for payment.
9. Invoices and Receipts: Receipts for repairs, replacement goods, legal fees, and any other costs associated with the claim.
10. Legal Documents: Complaints, summons, briefs, court orders, and any other legal documents related to litigation or arbitration.

Escalation Matrix

Level 1 - contactus@universalsompo.com

Level 2 - grievance@universalsompo.com

Level 3 - gro@universalsompo.com

Grievance Redressal Procedure:

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:

Resolving Issue:

Write to :

Customer Service Universal Sampo General Insurance Co. Ltd.

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

Email: grievance@universalsompo.com

For More details, visit – www.universalsompo.com

Visit Branch Grievance Redressal Officer (GRO) - Walk into any of our nearest branches and request to meet the GRO.

Grievance Redressal Officer

In case, the customer is not satisfied with the decision/resolution of the above office or have not received any response, he/she may write or email/mail to:

Customer Service Universal Sampo General Insurance Co. Ltd.

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

Email ID: GRO@universalsompo.com

Insurance Ombudsman

Bima Bharosa Portal link : <https://bimabharosa.irdai.gov.in/>

The customer can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any.

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>.

Information about Insurance Ombudsmen, their jurisdiction and power 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 <http://www.policyholder.gov.in>, or from any of Offices of the Company.

Information about Us

- **Universal Sampo General Insurance Company Limited**
- **Address Web:** www.universalsompo.com.
- **E-mail:** contactus@universalsompo.com
- **Customer Service:**
- **Toll Free Numbers:** 1800-200-4030/ 1800-22-4030

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: The above information is only indicative in nature. For full range of benefits available and the conditions and exclusions applicable under the policy, kindly refer to the policy wordings.

Registered & Corp Office: Universal Sampo 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: 1800-22-4030/1800-200-430, IRDAI Reg no: 134, CIN# U66010MH2007PLC166770 E-mail: contactus@universalsompo.com, website link www.universalsompo.com
