

UNIVERSAL SOMPO – CONTRACTUAL LIABILITY

PROSPECTUS

Contractual Liability product has been designed to cater to protects against liabilities that the policyholder has assumed from entering a contract of any nature. This policy can be availed by Corporates / Commercial business enterprise.

2.A – OPERATIVE CLAUSE

The Company shall indemnity towards the coverage mentioned in the policy schedule subject to the terms, exclusions, conditions [including deductibles and excess], and definitions contained herein. The maximum liability of the Company under all such Claims during each Policy Year shall be the Sum Insured opted for and specified in the Schedule.

2.B – DEFINITIONS

Definitions of **all the covers** along with those of key associated terms are given below. When used in this Policy, the Policy Schedule and Endorsements, they will always carry **such specific meanings** as in the following definitions.

Where **the context so requires**, references to the singular shall also include references to the plural and references to any gender shall include references to all genders.

- **Business** means the business of the Insured specified in the Schedule.
- **Contract** means written contract signed between You and the Third Party.
- **Contract Period means** Period mentioned in the Contract during which Contract remains valid.
- **Deductible** means, unless stated otherwise in this policy, the amount stated in the Schedule which is first deducted from a claim covered by this policy. You must pay the deductible amount before any claim amount is paid.
- **Employee** means person engaged by you under a contract of service or apprenticeship. This includes both statutory and common law employees.
- **Financial Loss** means Loss caused to Third party on account of the Occurrence and which may not accompanied by or is a result of bodily injury, personal injury or property damage.
- **Limit of Indemnity** means maximum amount we will pay under the policy as specified in the Schedule for all Claims made against You during the Policy Period.
- **Occurrence** means incidence or event that is precisely mentioned in Your contract with Third Party that may result into a Third-Party Claim against You.
- **Policy Period** means the period between the effective date and the expiry date shown in the Schedule both days inclusive.
- **Policy** means the proposal, the Schedule including its annexure, this Policy document, and any endorsement attaching to or forming part hereof, either at inception or during the Policy Period.
- **Policy Schedule** means the document which mentions the premium amount, insured details, contract details, Policy Period, Deductible, Limit of liability.

- **Pollution** means and includes pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or wastematerials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.
- **Personal Injury** means bodily injury, death, sickness, disease suffered by the Third Party resulting from an Occurrence.
- **Product** means anything that you have (or are deemed to have) manufactured, grown, extracted, produced, processed, sold, supplied, distributed, repaired, serviced, treated, installed, assembled, erected, or constructed in the course of the Contract. This includes any packaging and containers. However, none of these things is deemed to be a Product until after it has left your physical custody and legal control.
- **Property Loss** means actual physical loss of or damage to tangible material property belonging to a third party resulting from an Occurrence.
- **Company/Us/We** means Universal Sampo General Insurance Company.
- **Insured/You/Your** means the person(s) / entity(ies) named as Insured in the Schedule.

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

1. Nature of business of the insured
2. Sum insured / Limit of indemnity.
3. Experience in the industry
4. Geographical spread of the business
5. Claims history for past 5- 10 years

2.C - COVERAGE

We will indemnify you up to the Limit of Indemnity shown in the Schedule for all sums that you become legally liable to pay under Contract as Compensation for “Personal Injury” and/or “Property Loss” and/or “financial loss” caused to Third Party that:

- a. results from an Occurrence precisely mentioned in Your Contract but which does not arise from a Product; and
- b. happens in connection with the business shown in the Policy Schedule within the Territorial Limit during the Period of Contract in accordance with the terms of this Policy.

Other Costs:

Within the Limit of Indemnity, together with the compensation referred to the above Coverage, we will indemnify You for:

- a) Legal Costs incurred in relation to a claim covered by this policy. You must obtain our prior written consent before incurring any legal defense costs.
- b) The cost of temporary repairs to prevent any immediate threat of Property Loss or Personal Injury or financial loss, the liability for which would otherwise be indemnifiable under this policy.

2.D - PROVISION

Reinstatement of Sum Insured: The insurance cover will be maintained to the full extent of the respective sums insured at all times during the policy period of this policy in consideration of which, upon the settlement of any loss under this policy, pro-rata premium at the policy rate for the unexpired period for the amount of such loss paid (not exceeding the respective sum insured) shall be payable by You to Us. The additional premium referred to above shall be deducted from the net claim amount payable under the policy. Provided that Our liability will be limited to once the respective Sum Insured during the entire policy period in respect of any loss or damage.

2.E - GENERAL EXCLUSIONS APPLICABLE TO THE POLICY

1. This policy does not cover any liability arising on account of an occurrence which is prior to or beyond the Period of Contract mentioned in your Policy Schedule.
2. **Liability:**
 - a) Liability more specifically insured elsewhere
 - b) Liability arising out of Asbestosis or any matter related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.
3. This policy does not cover liability connected in any way with blasting operations or the handling or use of explosives.
4. **Consequential Losses:**
Loss by delay, loss of market, lack of your performance of work under Contract, loss of goodwill and / or any other consequential or indirect loss unless otherwise specifically covered.
5. **Radioactive Contamination**
Any loss, damage or legal liability directly or indirectly caused by:
 - (a) ionising radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or
 - (b) the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
6. **War Risks:**
Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.
War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.
7. This policy does not cover liability arising out of your giving or failing to give any Prospectus– Universal Sampo – Contractual Liability
Product UIN: IRDAN134CP0008V01202122

professional advice in consideration for a fee nor does it cover liability arising out of any error or omission in any such advice.

8. This policy does not cover liability arising directly or indirectly out of:
 - a) any design, plan, specification, formula or pattern that you provide for a fee; or
 - b) any error or omission associated with any such design, plan, specification, formula or pattern;
9. Legal Liability in Tort: This policy does not cover any legal liability unless:
 - a) you have expressly assumed it in Contract; and
 - b) the liability would not have attached in the absence of that Contract.
 - c) your failure to comply with any design or specification supplied to you.
10. This policy does not cover liability for any:
 - a) aggravated or exemplary damages irrespective of whether agreed in the Contract and/or that may be awarded by any Court of Law;
 - b) any fine ; or
 - c) any liquidated damages or other penalty imposed under the terms of Contract, or any warranty or agreement.

11. Pollution and/or Contamination:

Loss, destruction, or damage caused to the insured property by pollution or contamination excluding:

- a) Pollution or contamination which itself results from a peril hereby insured against
- b) Any peril hereby insured against which itself results from pollution or contamination.

12. Breach of Contract

This policy does not cover Breach of Contract where:

- a) liability is incurred through your failure to arrange or maintain an insurance required by any law or statute; or
- b) liability arising on account of violation of any legal and/or regulatory provision; or
- c) liability which is covered by any of the policies listed in the proposal form or elsewhere in the information you provided to us; or
- d) any liability that would have been recoverable from another party but for your release, waiver or limitation of that liability. However, this exclusion does not apply to any such waiver or limitation that is required by Contract.

13. Wilful Act:

Loss or damage caused by or arising out of wilful act of the insured or any person acting on his/her behalf including circumstance, fact or matter you are or ought to be reasonably aware prior to the commencement of this contract.

14. This policy does not cover liability arising as a consequence of "Personal Injury" and/or "Property Loss" and/or "financial loss" indemnifiable under this policy.
15. This policy does not cover liability arising due to:
 - a) any component part or individual item of property which is the subject of the Contract and which is defective in design, plan, specification materials or workmanship; or
 - b) such property lost or damage to enable replacement, repair or rectification of the otherwise undamaged property excluded by a) above.

Note: Clause (a) above shall not apply to other parts or items of property which are the subject of the Contract and which are free from defect but are damaged in consequence thereof. For the purpose of the policy and not merely this exclusion, property which is the subject of the Contract shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the property or any part thereof.

16. This policy does not cover:

- a) liability for Personal Injury to any Employee arising directly or indirectly out of the Employee's employment in the Contract except that this exclusion shall not apply to the liability of another for such Personal Injury where you have assumed that liability under Contract; or
- b) any claim arising under Employee's compensation legislation or under any industrial award or agreement or determination; or
- c) any claim that is or would be within the scope of any insurance cover mandated under any applicable law/regulation, irrespective of whether such insurance cover was maintained or not; or
- d) any claim connected with an Employee's contract of employment.

17. This policy does not cover liability caused by or arising from your Internet Operations. 'Internet Operations' means any of the following:

- a) the use of any electronic mail system by you or by anyone else at your order or with your consent; or
- b) access through your network to the World Wide Web or a public Internet site by You or by anyone else at your order or with your consent; or
- c) access to your internal company information and computing resources that is made available through the World Wide Web; or the operation and maintenance of your web site.

18. **Property in Care, Custody or Control**

This policy does not cover liability for any property in your care, custody or control arising out of Property Loss: a. caused to the part of that property by work that you have done on that part; or b. to any property owned by any of your relatives or by anyone who normally resides with you.

19. Any loss arising out of act of Terrorism.

2.F – GENERAL CONDITIONS APPLICABLE TO THE POLICY

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 mis-representation, mis-description or non-disclosure of any material facts by you or your representative.

3. Admission of Liability

Unless you have obtained our prior written consent, neither You nor any of your Employees, agents or others acting on your behalf may:

- a) admit liability, fault or guilt in connection with any Occurrence; or
- b) do anything that might be seen as an admission of liability, fault or guilt unless permissible in law; or
- c) settle any third-party claim, even though it may be within the amount of the Deductible.

4. Alteration of Risk:

The cover afforded under this policy shall be suspended and no payment shall be made hereunder if:

- a) You carry on any business at the insured premises other than the business stated in the proposal.
- b) There are any material changes in the facts and matters stated in the proposal
- c) The ownership of the stocks/contents passes from you to any other person or entity otherwise than by the operation of the law of succession as applicable.

5. Fraud:

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under the policy or if loss or damage be occasioned by the willful act or with your connivance, all benefits under this policy shall be forfeited.

- 6. You must allow us or our representative to inspect any Contract documents and to audit any financial or other records relevant to this insurance at any reasonable time.

7. 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.

8. Subrogation:

You shall at our expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or obtaining relief or indemnify from the other parties to which we shall be or would become entitled or subrogated upon our paying 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 we indemnify your loss or damage.

9. 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.

10. 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.

11. Cancellation:

1. The Policy may be cancelled at any time by giving 15 days' notice by means of registered letter or email from the Company to the Insured's last known address or email and in such event the Company will refund pro rata premium for the unexpired period of the Policy.
2. In case of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the Insured, the Insurer reserves the right to cancel the Policy and is not obliged to refund the premium already paid under the policy.
3. The Policy may also be cancelled by the Insured by giving 15 days' notice in writing to the Company in which event the Company shall cancel the Policy and refund the premium at on Short period scale as per table given below.

Table of Short Period Scales	
Policy Period Required	% of Annual Rate
Not exceeding 1 week	10 % of Annual Rate
Not exceeding 1 month	25 % of Annual Rate
Not exceeding 2 months	35 % of Annual Rate
Not exceeding 3 months	50 % of Annual Rate
Not exceeding 4 months	60 % of Annual Rate
Not exceeding 6 months	75 % of Annual Rate
Not exceeding 8 months	85 % of Annual Rate
Exceeding 8 months	Full Annual Rate

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

12. 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 <contactclaims@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)

- a. Detailed version about the incident / alleged misfeasance
- b. Details of loss caused / injury / death / property damage including all available information on victims as well as estimated quantum of liability
- c. Steps taken by the insured to mitigate the loss

- d. Statements from Witnesses, sketch plans, photographs, visual records of evidence / circumstances, video etc.
- e. Any other evidence in support of claim
- f. Press Reports
- g. FIR / Investigation Report of police
- h. Survey / Investigation Report
- i. All notices / summons from the court
- j. Weather (meteorological) report
- k. Pollution Control Board Report
- l. Post-Mortem Report / Medical Certificate
- m. Consumer Action Group / Society / Group Representation / Report
- n. Details of other insurance
- o. Legal opinion on admission of liability / appeal
- p. Details of claims, if any, preferred by the affected party / insured for the same loss from any other source
- q. Payment proofs from insured subject to admission of liability

Escalation Matrix

Level 1 - contactclaims@universalsompo.com

Level 2 - grievance@universalsompo.com

Level 3 - gro@universalsompo.com

13. Non-Disclosure:

The Company reserves the right to cancel the policy/repudiate any claim/seek legal recourse on account of any non-disclosure (partial or full)/fraudulent disclosure, misrepresentations of information/facts made at proposal/claim stage in accordance with provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.

14. Renewal

We agree to renew the policy on payment of renewal premium. However, we may exercise our option not to renew the policy on grounds of fraud, misrepresentation, or suppression of any material fact either at the time of taking the policy or any time during the currency of the earlier policies or bad moral hazard.

2.G – 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:

➤ Step 1

a. Contact Us

1-800-224030/1-800-2004030

b. E-mail Address: Contactus@universalsompo.com

c. Write to us Customer Service Universal Sampo 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 Sampo 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 Sampo 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/resource-grievance-redressal>

➤ **Step 4.**

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

Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial 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 <http://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/>

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 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: 1800-22-4030/1800-200-4030, IRDAI Reg no: 134, CIN# U66010MH2007PLC166770 E-mail: contactus@universalsompo.com, website link www.universalsompo.com