

# PRODUCTS LIABILITY INSURANCE POLICY POLICY WORDING

## **REGISTERED & CORP OFFICE:**

Universal Sompo General Insurance Company Limited: 8<sup>th</sup> Floor & 9th Floor (South Side), Commerz International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon East, Mumbai 400063.

## **Contact US:**

**24/7 Customer Care:** Toll free Nos: 1800 - 22- 4030 or 1800-200-4030

Email: contactus@universalsompo.com
Website: www.universalsompo.com

IRDAI Registration Number:134 CIN: U66010MH2007PLC166770



## 1. OPERATIVE CLAUSE:

WHEREAS the Insured named in the Schedule hereto and carrying on the business described in the said Schedule has applied to Universal Sompo General Insurance Co. Ltd (hereinafter called "the Company") for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium as consideration for or on account of such indemnity.

NOW THIS POLICY WITNESSETH that subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured in excess of compulsory excess and voluntary excess (if any) against their legal liability (other than liability under the Public Liability Insurance Act, 1991 or any other Statute that may come into force after the issue of this policy) to pay compensation for third party civil claims including Claimant's costs, fees and expenses and defense costs anywhere in the covered territory, in accordance with the law of the country but not in respect of any judgement, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part) unless the Insured has requested that there shall be no such limitation and has accepted the terms of the North American Jurisdiction Extension Clause which forms part of this policy.

## 2. INDEMNITY:

The Indemnity only applies to claims arising out of accidents during the period of insurance first made in writing against the Insured during the policy period and the Insured is indemnified in accordance with the Operative Clause for and/or arising out of Injury and/or Damage but only against claims arising out of or in connection with the products specified in the Schedule.

For the purpose of determining the indemnity granted

- (a) Accident' means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.
- (b) "Business" means the business of the Insured specified in the Schedule.



- (c) 'Damage' means actual and/or physical damage to tangible property;
- d) 'Claim' means the receipt by the Insured of any written or verbal notice of demand for compensation or rectification made by or on behalf of a third party against the Insured, any/or any suit, claim, petition, writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the Insured.

All Claims resulting from one and the same event or arising out of the same accident; or to the same fault in design, manufacture, instruction for use or labelling of Products; or to the supply of the same Products or to Products showing the same defect; or caused by continuous or repeated exposure to substantially the same harmful conditions, shall jointly constitute one Claim under this Policy and as having been made at the time when the first Claim was made in writing and only one excess as defined in the Policy Schedule shall be applicable to such Claim.

- (e) 'Injury' means death, bodily injury, illness or disease of or to any person,
- (f) 'Pollution' means pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any material to be recycled, reconditioned or reclaimed) or otherwise of the atmosphere, water, soil, land or other tangible property;
- (g) 'Product' means any tangible property after it has left the possession, custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit;
- (h) 'Policy Period' means the period commencing from effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Policy Schedule.
- (i) 'Period of Insurance' means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.



(j) "Retroactive Date' is the date when the risk is first incepted under a Claims Made Policy and thereafter renewal without break in the period of insurance cover.

## 3. (a) NOTIFICATION EXTENSION CLAUSE:

Should the Insured notify the Company during the Policy Period in accordance with General Condition 9.1 of any specific event or circumstance which the Company accepts may give rise to a claim or claims which form the subject of indemnity by this policy, then the acceptance of such notification means that the Company will deal with such claim or claims as if they had first been made against the Insured during the Policy period. The extension under this Clause will be subject to the maximum 3 years..

## (b) EXTENDED CLAIM REPORTING CLAUSE:

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

This extended reporting period does not in any way reinstate or increase the limit of indemnity mentioned in the Schedule of the Policy.

#### 4. INDEMNITY TO OTHERS:

The indemnity granted extends to;

4.1 officials of the Insured in their business capacity arising out of the performance of their business or in their private capacity arising out of their temporary engagement of the Insured's employees;

4.2 the Officers, Committees and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacities as such;

4.3 the personal representatives of the estate of any person who would otherwise be indemnified by this Policy but only in respect of liability incurred by such person.

Provided always that all such persons or parties shall observe, fulfill and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

## 5. CROSS LIABILITIES:

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

#### 6. **DEFENCE COSTS:**

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defence or settlement of any Claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the Policy whether liability ultimately attaches to the policy or not. Such costs, fees and expenses are called 'Defence Costs'.

## 7. INDEMNITY LIMITS:

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

## 7.1 CLAIMS SERIES CLAUSES:

A Claims Series Event as defined below shall be deemed to be one claim and date of loss shall be the date when the first claim of the Claims Series Event is made in writing against the Insured.

A Claims Series Event shall be defined as a series of two or more claims arising from one specific common cause which is attributable, e.g.

- to the same fault in design, manufacture, instructions for use
- or to the supply of the same products and/or services or to products and/or service showing the same defect.

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

## 7.2 COMPULSORY EXCESS:

The Insured shall bear a Compulsory Excess the amount or percentage of the limit of indemnity per any one accident as stated in the Policy Schedule. This Compulsory Excess shall be applicable to both (a) death/bodily injury and (b) property damage, inclusive of defence costs arising out of any one accident. The Company's Liability shall attach for the claim in excess of such Compulsory Excess (and Voluntary Excess, if any, opted by the Insured).

## 7.3 VOLUNTARY EXCESS:

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

#### 8. EXCLUSIONS



This Policy does not cover liability

- 8.1 for costs incurred in the repair, reconditioning, modification or replacement of any part of any product which is or is alleged to be defective;
- 8.2 for costs arising out of the recall of any product or part thereof;
- 8.3 arising out of any product which with the Insured's knowledge is intended for incorporation into the structure, machinery or control of any aircraft;
- 8.4 arising out of deliberate, willful or intentional non-compliance of any statutory provision;
- 8.5 arising out of Insured's consequential loss of any kind, including but not limited to loss of profit, loss of opportunity, business interruption, market loss or otherwise, or claims arising out of loss of a pure financial nature such as loss of goodwill;
- 8.6 arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages;
- 8.7 directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalization or requisition of or damage to property by or under the order of government or public local authority;
- 8.8 directly or indirectly caused by or contributed to by or arising from;
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 8.9 for damage to property belonging to the Insured or held in trust or in custody or control of the Insured or a person in the service of the Insured;
- 8.10 arising out of Injury and/or Damage occurring prior to the Retroactive Date in the Policy 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 the Company cannot agree when the Injury or Damage occurred, then:

- (a) Injury shall be deemed to have occurred when the Claimant first consulted a qualified medical practitioner in respect of such Injury;
- (b) Damage shall be deemed to have occurred when it first became evident to the Claimant, even if the cause was unknown.
- 8.11 arising out of deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims;
- 8.12 arising out of Injury to any person under a contract of employment or apprenticeship with the Insured where such Injury arises out of the execution of such contract;
- 8.13 arising out of contractual liability unless liability would have existed in the absence of the specific contract;
- 8.14 arising out of any product guarantee;
- 8.15 arising out of claims for failure of the goods or products to fulfill the purpose for which they were intended;
- 8.16 for liabilities arising out of products which have left the custody and control of the insured prior to Retroactive Date specified in the Policy Schedule;
- 8.17 infringement of plans, copy-right, patent, trade name, trade mark, or registered design;
- 8.18 arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation etc. and mental injury, anguish, or shock resulting therefrom;
- 8.19 arising out of damage to property belonging to third parties that is rented, leased or hired or under hire-purchase or on loan to the Insured or in the Insured's custody, care or control;
- 8.20 arising out of damage to property belonging to third parties handled by the Insured by way of his trade or worked upon by or in the care, custody or control of the Insured or any person employed by or working for the Insured;



- 8.21 any liability under the Public Liability Insurance Act 1991 or other law which attaches liability on a no fault basis;
- 8.22 Any technical collaboration agreement between the Insured and a technical collaborator/ third party.
- 8.23 the distribution or sale of the Insured's products in the regular course of the vendor's business
- 8.24 arising out of pollution of any kind;
- 8.25 liability more specifically insured elsewhere;
- 8.26 any claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal;
- 8.27 any claim made, threatened or intimated against the Insured prior to the Policy Period;
- 8.28 any claim directly or indirectly arising out of, or in any way involving any fact or circumstances of which written notice has been given, or ought reasonably to have been given, under any previous policy (whether insured by the Company or not); or of which the Insured first become aware prior to the Period of Insurance and which the Insured knew or ought reasonably to have known had the potential to give rise to a claim;
- 8.29 (a) arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of Asbestos.
  - (b) for any loss, cost or expense arising out of any:
  - request, demand or order that any Insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of Asbestos; or
  - claim or suit by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning-up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of Asbestos.
    - In this exclusion, "Asbestos" means asbestos in any form, including its use or presence in any alloy, compound, by-product, or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.



8.30 Terrorism Exclusion - any loss of or damage to Property or legal liability arising directly or indirectly as a result of or in connection with Terrorism (including, without limitation, contemporaneous or ensuing loss or damage or legal liability caused by fire and/or looting and/or theft)

Definitions that apply for purpose of this exclusion: Terrorism means any act or acts of force and/or violence:

- (i) For political, religious or other ends; and/or
- (ii) Directed towards the over-throwing or influencing of the Government de jure or de facto; and/or
- (iii) For the purpose of putting the public or any part of the public in fear

by any person or persons acting alone or on behalf of or in connection with any organization. In any claim and in any action, suit or other proceedings to enforce a claim under this Policy, the burden of proving that such claim does not fall within the Terrorism Exclusion set out above shall be upon the insured.

- 8.31 Electromagnetic Radiation Exclusion- any actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of non-ionic radiation, including but not limited to Electro-Magnetic Fields and/ or Electro-Magnetic Interference.
- 8.32 Genetically Modified Organisms Exclusion any actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of existence, production, processing, manufacture, sale, distribution, storage, deposit, consumption or use of Genetically Modified Organisms ("GMOs").

For the purpose of this exclusion, GMOs shall mean and include:

(i) Organisms or micro-organisms or cells, or the organisms or micro- organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulting in their genetic change,



(ii) Every biological or molecular unit with self replication potential, or biological or molecular unit with self replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change.

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any State, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be deemed to be a part of this definition in addition to the foregoing.

- 8.33 TSE Exclusion any actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of transmissible spongiform encephalopathy ("TSE"), including but not limited to bovine spongiform encephalopathy ("BSE") or new variant Creutzfeld-Jakob disease ("CJD").
- 8.34 Any Claim for Injury and/or Damage arising out of circumstances of which the Insured were aware or should reasonably have been aware prior to the inception of the Policy Period stated in Part I of the Schedule.
- 8.35 any Claim for Injury and/or Damage arising out of mould or fungi;
- 8.36 any loss in connection with dishonest or criminal acts of insured's employees or dishonest or criminal acts of persons working for/on behalf of the insured;
- 8.37 any loss in connection with stem cells;
- 8.38 in connection with pesticides Products;

## 9. GENERAL CONDITIONS

- 9.1 Duties and Obligations of the Insured in the event of a Claim
  - (i) The Insured shall give written notice to the Company as soon as reasonably practicable of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity

under this policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the Insured.

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

(iii) The Company will have the right, but in no case the obligation, to take over and conduct in the name of the insured the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the Company in the defence settlement or payment of any claim will reduce the limits of indemnity specified in the Schedule of the Policy.

(iv) In the event the Company, in its sole discretion, chooses to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, the Company's liability or obligations under this policy beyond what the Company's liability or obligations would have been had it not exercised its rights under this condition.

(v) All amounts expended by the Company in the payment of any Claim or in Defence Costs will reduce the Limit of Indemnity.

9.2 Due Observance

The due observance and fulfilment of the terms, provisions and conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company.

9.3 The Insured shall give all such information and assistance as the Company may reasonably require.

9.4 The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this policy

was effected, and the Company may amend the terms of this Policy according to the materiality of such change.

9.5 The Company may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which an Indemnity Limit applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.

9.6 The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear. The terms, conditions and exclusions of this Policy (and any phrase or word contained therein) shall be interpreted in accordance with Indian Law.

## 9.7 Records

The Insured shall keep accurate records of annual turnover which term shall include all leviable duties and at the time of renewal of Insurances declare such details as the Company may require. The Company shall at all reasonable time have free access to inspect such records.

## 9.8 Other Insurance

If at the time of happening of any event resulting into a liability under this Policy, there be any other Products Liability Insurance or Insurances effected by the Insured or by any other person covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability.

This Policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would, but for the existence of this policy, be insured, by any other Policy or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy/Policies, had this Insurance not been effected.



## 9.9 Cancellation

The Company may cancel this Policy by giving fifteen days' notice in writing of such cancellation to the Insured's last known address and in such an event the Company will return a pro-rata portion of the premium (subject to a minimum retention of 25 per cent of the annual premium) for the unexpired part of the Insurance.

The Policy may also be cancelled by the Insured by giving notice in writing to the Company, in which event the Company will retain premium according to the Company's Short Period Rates set out below provided there is no claim under the Policy during the period of Insurance. In case of any claim under the Policy, no refund of premium shall be allowed.

Table of Short Period Rates	
Period of Risk	Amount of Premium to be
	Retained by Company
Upto 1 month	15% of Annual Premium
Above 1 month and upto 2 months	25% of Annual Premium
Above 2 months and upto 3 months	35% of Annual Premium
Above 3 months and upto 4 months	45% of Annual Premium
Above 4 months and upto 5 months	55% of Annual Premium
Above 5 months and upto 6 months	65% of Annual Premium
Above 6 months and upto 7 months	75% of Annual Premium
Above 7 months and upto 8 months	85% of Annual Premium
Above 8 months and upto 9 months	95% of Annual Premium
Above 9 months	100% of 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.

9.10 It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law

then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9.11 Fraud

The Company shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by Insured or by any person on behalf of the Insured and/or if the insurance has been continued in consequence of any material mis-statement or the non-disclosure of any material information by or on behalf of the Insured.

9.12 Governing Law

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with the laws of India.

9.13 Territorial Limits & Currency of Payment of Claims

The indemnity provided under this Policy is restricted to Accidents occurring and Claims brought in India and determined according to Indian law (unless specifically stated to the contrary), and the obligation of the Company to make payment shall be to make payment in Indian Rupees only.

10. 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.

11. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all of the Insured's rights of recovery to the extent of such payments against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights

and ensure that nothing is done to prejudice such rights and provide the Insurers with whatever reasonable co-operation and assistance they might require.

However, it is specifically agreed that the Insurer will not exercise its rights of subrogation against any employee of the Insured unless the aforesaid payment has een caused by or contributed to in any way by the fraud, dishonesty or malicious intent of any such employee.

In the event of any recovery being made, it is specifically understood that the recovered funds shall be applied in the following order:

- 11.1 the Company shall be reimbursed to the extent of any payment it has made under this Policy.
- 11.2 the Company shall be reimbursed for the actual costs and expenses it has incurred in perusing the recovery.
- 11.3 the Insured shall be entitled to reimbursement in respect of its losses only after the payment of 11.1 and 11.2 and only to the extent of any recovered funds that might remain.

## **CLAIMS PROCEDURE**

In the event of any circumstances likely to give rise to a claim Insured must follow the following:

Immediately lodge a written complaint/FIR with the police station (Indicative: depending on case merits) and parallelly report the matter to USGICL customer care no. Toll Free Number: 1800-22-4030 or 1800-200-4030, alternatively you can notify your claim by sending mail to <contactclaims@universalsompo.com>.

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

Insured should evaluate the loss situation and accordingly accumulate the facts with supporting documents in regard to the following in line to the nature of business:

- a. Injury, which means death, bodily injury, illness or disease of or to any person and
- b. Damage, which means loss of possession or control of or actual destruction (whether full or partial) to tangible property and
- c. Pecuniary loss

Policy Wordings – Product Liability Insurance Policy

UIN: IRDAN134CP0445V01202122



The liability policy shall compensate claimant's costs, fees and expenses incurred with USGI's consent in defending any claim made against the insured. However, these are payable within the limit of liability, unless otherwise specified. Legal liability to be established.

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

## 1. Policy Documents

- Insurance Policy: The full insurance policy document to understand the coverage terms and conditions.
- Endorsements: Any endorsements or riders attached to the policy.

## 2. Product Information

- Product Description: Detailed description of the recalled product, including specifications and uses.
- Manufacturing Details: Information about the manufacturing process, including location, dates, and batch numbers.

## 3. Recall Information

- Recall Notice: The official recall notice issued by the company or a regulatory body.
- Reason for Recall: Detailed explanation of why the product is being recalled.
- Timeline: Chronological timeline of events leading up to the recall.

#### 4. Financial Documentation

- Cost Estimates: Detailed estimates of the costs associated with the recall (e.g., notification, logistics, product disposal).
- Invoices and Receipts: Proof of expenses incurred due to the recall.
- Financial Impact Report: Analysis of the financial impact on the business, including lost sales, brand damage, and other indirect costs.

## 5. Communication Records

- Customer Notifications: Copies of notifications sent to customers, distributors, and other stakeholders.
- Regulatory Correspondence: Any communications with regulatory bodies regarding the recall.

## 6. Internal Reports

- Incident Reports: Internal reports detailing how the issue was discovered and investigated.
- Corrective Action Plans: Plans outlining steps taken to address the issue and prevent future occurrences.

#### 7. Legal Documentation

- Legal Correspondence: Any legal notices or correspondence related to the recall.
- Compliance Documentation: Evidence of compliance with relevant laws and regulations.

## 8. Claim Forms and Supporting Evidence



- Claim Form: The official claim form provided by the insurance company.
- Supporting Evidence: Any additional evidence that supports the claim, such as expert reports or independent assessments

#### **Escalation Matrix**

Level 1 - contactclaims@universalsompo.com

Level 2 - grievance@universalsompo.com

Level 3 - gro@universalsompo.com

## **GRIEVANCES**

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 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- <u>grievance@universalsompo.com</u>

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 <a href="https://www.universalsompo.com/resourse-grievance-redressal">https://www.universalsompo.com/resourse-grievance-redressal</a>

## ➤ Step 4.

Bima Bharosa Portal link : <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a> 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 <a href="https://www.irdai.gov.in">www.irdai.gov.in</a>, or of the General Insurance Council at <a href="https://www.gicouncil.in/">https://www.gicouncil.in/</a>, the Consumer Education Website of the IRDAI at <a href="https://www.policyholder.gov.in">https://www.policyholder.gov.in</a>, 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: <a href="https://www.cioins.co.in/Ombudsman">https://www.cioins.co.in/Ombudsman</a>
Note: Grievance may also be lodged at IRDAI <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a>

The contact details of the Insurance Ombudsman offices are as below-



	Suraksha, Hamesha Aapke S
Office Details	Jurisdiction of Office Union
	Territory,District)
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU - Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru - 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor Batra Building, Sector 17 - D, Chandigarh - 160 017 Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.



	Suraksna, Harnesna Aapke Saa
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad , Sonepat & Bahadurgarh
GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
ERNAKULAM Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry



KOLKATA

Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072.

Tel.: 033 - 22124339 / 22124341

Email: bimalokpal.kolkata@cioins.co.in

West Bengal, Sikkim,

Andaman & Nicobar Islands.

**LUCKNOW** 

Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.

Tel.: 0522 - 4002082/3500613

Email: bimalokpal.lucknow@cioins.co.in

**Districts** Uttar Pradesh of Jhansi, Mahoba, Hamirpur, Lalitpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra. Fatehpur, Pratapgarh, Gazipur, Jaunpur, Varanasi, Jalaun, Sitapur, Kanpur, Lucknow, Unnao. Lakhimpur, Bahraich. Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.

**MUMBAI** 

Office of the Insurance Ombudsman, 3rd Floor. Jeevan Seva Annexe. S. V. Santacruz Road. (W), Mumbai 400 054. Tel· 69038800/27/29/31/32/33

Tel.: 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in Goa,

Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

**NOIDA** 

Office of the Insurance Ombudsman. Bhagwan Sahai Palace 4th Main Floor, Road. Nava Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301.

Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.



PATNA	
Office of the Insurance Ombudsman,	
2nd Floor, Lalit Bhawan,	Bihar,
Bailey Road,	Jharkhand.
Patna 800 001.	Jilaikilaliu.
Tel.: 0612-2547068	
Email: bimalokpal.patna@cioins.co.in	
PUNE	
Office of the Insurance Ombudsman,	
Jeevan Darshan Bldg., 3rd Floor,	Maharashtra,
C.T.S. No.s. 195 to 198,	Area of Navi Mumbai and Thane
N.C. Kelkar Road, Narayan Peth,	excluding Mumbai Metropolitan Region.
Pune – 411 030.	excluding Multibal Metropolitan Region.
Tel.: 020-24471175	
Email: bimalokpal.pune@cioins.co.in	

## Information about Us

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