

PUBLIC LIABILITY ACT INSURANCE POLICY- RETAIL

POLICY WORDINGS

1. PREAMBLE

Whereas the Insured Owner, named in the Schedule hereto and carrying on business described in the said Schedule, has applied to UNIVERSAL SOMPO General Insurance Company 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 and statutory contribution towards the Environment Relief Fund as per the provisions of the Public Liability Insurance Act and the rules framed thereunder.

NOW THIS POLICY WITNESSETH that subject to the terms, exceptions and conditions contained herein or endorsed hereon, the company will indemnify the insured owner against the statutory liability arising out of accidents occurring during the currency of the policy due to handling hazardous substances as provided for in the said act and the rules framed thereunder.

2. DEFINITIONS

- a) "Act" unless otherwise specifically mentioned shall mean the Public Liability Insurance Act, 1991 as amended from time to time.
- b) "Accident" is defined as an accident involving a fortuitous or sudden or unintentional occurrence while handling any hazardous substance resulting in continuous, intermittent or repeated exposure to death of, or injury to any person or damage to any property but does not include an accident by reason only of war or radio-activity.
- c) "Handling" in relation to any hazardous substance, means the manufacture, processing, treatment, package, storage, transportation by vehicle, use, collection, destruction, conversion, offering for sale, transfer or the like of such hazardous substance.
- d) "Hazardous Substance" means any substance or preparation which is defined as hazardous substance under the Gazette Notification issued by central government under PLI Act 1991 and as amended from time to time, and exceeding such quantity as may be specified.
- e) "Owner" means a person who owns, or has control over handling any hazardous substance at the time of accident and includes:-
- i in the case of a firm, any of its partners;
 - ii in the case of an association, any of its members, and
 - iii in the case of a company, any of its directors, managers, secretaries or other officers who is directly in-charge of and is responsible to the company for the conduct of the business of the company.
- f) "Turnover" shall mean –
- i Manufacturing units – Entire Annual Gross Sales Turnover including all levies and taxes of manufacturing units handling hazardous substances as defined in the Public Liability Insurance Act 1991.

For the purpose of this insurance, the term "Units" shall mean all operations being carried out in the manufacturing complex in one location.

- ii Godown/warehouse owners – Total Annual rental receipts of premises handling hazardous substances as defined in the Public Liability Insurance Act, 1991.
- iii Transport Operators – Annual freight receipts.
- iv Others – Annual gross receipts
- g) 'Vehicle' means any mode of surface transport other than railways.

3. EXCLUSIONS

This Policy does not cover liability:

1. arising out of willful or intentional non-compliance of any Statutory Provisions.
2. in respect of fines, penalties, punitive and/or exemplary damages.
3. arising under any other legislation except in so far as is provided for in Section 8 Sub-Section (1) and (2) of the Act.
4. arising out of damage to property owned, leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured's control, care or custody.
5. 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.
6. directly or indirectly caused by or contributed to by
 - a) ionizing radiations or contamination by radio activity 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.

4. CONDITIONS

1. The Insured Owner shall give written notice to the Company as soon as reasonably practicable of any claim made against the Insured Owner or any specific event or circumstance that may give rise to a claim. The Insured shall immediately give to the Company copies of notice of application(s) forwarded by the Collector and all such additional information and or assistance that the Company may require.
2. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured owner under this policy without the written consent of the Company.
3. The Company shall not be liable for any claims for relief made after five years from the date of occurrence of the accident.
4. The Insured Owner shall keep record of annual turnover, and at the time of renewal of insurance declare such turnover and all other details as may be required by the Company. The Company shall at all reasonable times have full rights to call for and examine such records.

5. If at the time of happening of any accident, resulting in a claim under this policy, there be any other insurance covering the same liability, then the Company shall not be liable to pay or contribute more than its ratable proportion of such liability.

6. The Insured can cancel the policy at any time during the term, by informing the Company. In case the Insured wishes to cancel the policy, they are not required to give reasons for cancellation

In such case of cancelation, the Company will refund proportional premium for unexpired policy period and there is no claim(s) made during the policy period

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the retail policyholder.

7. If the Company shall disclaim liability to the Insured Owner 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 competent court of law, then the claim for all practicable purposes shall be deemed to have been abandoned and shall not thereafter be recoverable hereunder or be made the subject matter of any suit.

8. The Company shall not be liable to make any payment in respect of any claim if such claim shall be in any manner fraudulent or supported by any person on behalf of the Insured and/or if the insurance has been continued in consequence of any material mis-statement or non-disclosure of any material information by or on behalf of the Insured. In such a case, if the Company pays any amount to the claimant due to any statutory provisions, such amount shall be recoverable from the Insured.

9. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been assigned in the Act and the Rules framed thereunder or this Policy shall bear such specific meaning.

10. 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)

11. 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 been 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:

- a) The Company shall be reimbursed to the extent of any payment it has made under this Policy.
- b) The Company shall be reimbursed for the actual costs and expenses it has incurred in perusing the recovery.
- c) The Insured shall be entitled to reimbursement in respect of its losses only after the payment of 12.a and 12.b and only to the extent of any recovered funds that might remain.

5. 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

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. Detailed version about the incident / alleged misfeasance
2. Details of loss caused / injury / death / property damage including all available information on victims as well as estimated quantum of liability
3. Steps taken by the insured to mitigate the loss
4. Statements from Witnesses, sketch plans, photographs, visual records of evidence / circumstances, video etc.
5. Any other evidence in support of claim
6. Press Reports
7. FIR / Investigation Report of police
8. Survey / Investigation Report
9. All notices / summons from the court
10. Weather (meteorological) report
11. Pollution Control Board Report
12. Post Mortem Report / Medical Certificate
13. Consumer Action Group / Society / Group Representation / Report
14. Details of other insurance
15. Legal opinion on admission of liability / appeal

16. Details of claims, if any, preferred by the affected party / insured for the same loss from any other source
17. Payment proofs from insured subject to admission of liability

• **Turn Around Time (TAT) for claims settlement (excluding policies issued on the property/ building on reinstatement basis)**

- a. The Surveyor shall be appointed within 24 hours from the intimation.
- b. The surveyor to share the Letter of requirement within 02 days from the date of his visit to the loss premises.
- c. The Surveyor shall share its reminders emails/letter after 05 days from the date of last mail in case the documents has not been submitted.
- d. The Insurance Company to obtain survey report within 15 days from the date of appointment.
- e. Post receipt of survey report insurance company to conclude the case within 07 days of receipt of survey report.

Escalation Matrix

Level 1 - contactclaims@universalsompo.com

Level 2 - grievance@universalsompo.com

Level 3 - gro@universalsompo.com

6. 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 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/>

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

Office Details	Jurisdiction of Office Territory, District)	Office	Union
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 & Daman and Diu.	Nagar	Haveli,
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st 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.	Madhya Chattisgarh.		Pradesh

<p>Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in</p>	
<p>BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar - 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in</p>	<p>Odisha</p>
<p>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</p>	<p>Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.</p>
<p>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</p>	<p>Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).</p>
<p>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</p>	<p>Delhi & Following Districts of Haryana - Gurugram, Faridabad , Sonapat & Bahadurgarh</p>
<p>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</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>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</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>

<p>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</p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry</p>
<p>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</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>
<p>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</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p>MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>
<p>NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>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.</p>
<p>PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road,</p>	<p>Bihar, Jharkhand.</p>

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

Information about Us

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