

PUBLIC LIABILITY ACT INSURANCE POLICY PROSPECTUS

Introduction

In terms of Public Liability Insurance Act, 1991, all “owners” “handling” “hazardous substances” are compulsorily required to take an insurance policy to the extent laid down in the Act.

“Owners” means persons owning or having control over handling of hazardous substances at the time of accident.

“Handling” means manufacturing, processing, treatment, packaging, storing, transportation, use, collection, destruction, conversion, offering for sales, transfer or any similar form of dealing with hazardous substances.

“Hazardous Substances” means the items listed and grouped under Public Liability Insurance Act, 1991 and the Rules framed there under.

Kindly refer to the Public Liability Insurance Act, 1991 for the statutory requirements and complete definitions.

Scope of Cover

This Insurance Policy broadly covers the Owner’s statutory liability on no-fault principle for death or injury to any person or damage to property resulting from an accident while handling any hazardous substance

The Extent of Cover:

The Public Liability Insurance Act 1991 has prescribed a compulsory insurance for certain persons owning or handling hazardous substances, for the purpose of providing immediate relief to persons affected by accidents, on no-fault principle

Public Liability Insurance Act, 1991 (the Act) provides that the Indemnity limit for Any One Accident should not be less than the paid-up capital of the undertaking and not more than the amount, as may be prescribed by rules framed under the Act. The rule currently stipulates that Insurer is liable to pay not more than Rs 5 Crores for any one accident and not more than Rs 15 crores for any one-year. The Any One Year Limit will be three times the Any One Accident limit ONLY (AOA:AOY::1:3)

Sum Insured

- (a) Public Liability Insurance Act, 1991 (the Act) provides that the Indemnity limit for Any One Accident should not be less than the paid-up capital of the undertaking and not more than the amount, as may be prescribed by rules framed under the Act. The rule currently stipulates that Insurer is liable to pay not more than Rs 50 Million for any one accident and not more than Rs 150 Million for any one-year
- (b) The Any One Year Limit will be three times the Any One Accident limit

Eligible for Insurance – Who can take the policy

The Act states that every owner handling or controlling dangerous or hazardous substances should buy Public Liability (Act) Insurance.

Eligible Discounts

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

Rating Factors

1. Nature of Business Activities / Type of Storage (classified by Risk Group)
2. Limit of Indemnity (Any one accident / Any one year)
3. Size of Turnover
4. Past Claims Experience

Significant Exclusions

This Insurance Policy does not cover liability arising out of wilful or intentional non-compliance of any statutory provisions, in respect of fines and penalties.

This Policy does not cover liability:

1. arising out of wilful 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.

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 contributes more than its ratable proportion of such liability.
6. This Policy may be cancelled by the Insured Owner by giving 30 days notice in writing to the Company in which event the Company will retain premium at short period scale subject to there not having occurred an accident during the policy period which may give rise to a claim(s), failing which no refund of premium shall be allowable.
7. 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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 pursuing 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.

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

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/>

Contact Details

- **Website:** www.universalsompo.com
- **Toll Free Numbers:** 1800-22-4030, 1800-200-4030
- **Landline Numbers:** (022)-39635200 (Chargeable)
- **E-mail :** contactus@universalsompo.com
- **Courier:** Universal Sampo General Insurance Co. Ltd, Unit No- 601 & 602 A Wing, 6th Floor, Reliable Tech Park, Cloud City Campus; Thane- Belapur Road, Airoli- 400708

INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates

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

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

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