

PUBLIC LIABILITY INSURANCE POLICY (NON-INDUSTRIAL) PROSPECTUS

Scope of Cover

This Policy broadly covers Legal Liability of the Insured towards damages to Third Party in respect of accidental death or bodily injury or disease and loss or damage to property arising out of such accidents. It also covers legal costs and expenses incurred with prior consent of the Insurer and within the limit of the indemnity.

Extent of Insurance Cover

This Policy will indemnify the Insured in excess of the Insured's Deductibles and subject to the limit of indemnity, against its legal liability (including Defence Costs) to pay Damages for third party Civil Claims arising out of Bodily Injuries and / or Property damage:-

- caused by an accident in the premises and
- in the course of the business and during the Period of Insurance if notified during the policy period by the Insured in accordance with the terms of the policy

Sum Insured

Depending on exposure, Proposer has to fix two limits of indemnity under the policy

- Any One Accident (AOA)
- Any One Year (AOY)

AOA and AOY can be in the ratio of 1:1, 1:2, 1:3 or 1:4.

It is not permissible to issue policy with unlimited liability.

Eligible for Insurance : Who can take the policy?

This insurance applies to all non industrial risk premises like Hotel/Motel, Mall, Shops, Home, Club Houses, Theatres/ Multiplex, Schools, Commercial Offices, etc.

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. Litigation in the past 3 years
2. Work permit system adopted by the entity
3. Site Patrolling / Security Services
4. Proposed Fire protection System
5. In-House Repair /Maintenance Facility
6. Business experience

7. Management attitude towards risk management
8. Housekeeping and Maintenance
9. Type of Construction
10. Size discount

Optional Extensions

Endorsements:

1. Clarification Agreement

Property damage covered under this Agreement shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

- (i) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (ii) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

2. Contracts (Rights of Third Party) Act 2001 Exclusion Clause

It is hereby declared and agreed that a person who is not a party to this Policy contract shall have no right under the Policy.

3. Cyber Risks Exclusion Clause

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

- (i) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss

of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programme or otherwise, those propagate themselves through a computer system or network of whatsoever nature. **COMPUTER VIRUS** includes but is not limited to 'Trojan Horse' 'worms' and 'time or logic bombs'.

(ii) However, in the event that a peril listed below results from any of the matters described in paragraph above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by the Policy directly caused by such listed peril.

Listed Perils

- Fire
- Explosion

1. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by the Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **ELECTRONIC DATA** from back-up or from originals of a previous generations. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **ELECTRONIC DATA**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such **ELECTRONIC DATA** to the Assured or any other party, even if such **ELECTRONIC DATA** cannot be recreated, gathered or assembled.

4. Duty of Disclosure

We would remind you that you must disclose to us fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from your policy.

5. Electronic Date Exclusion Clause

The indemnity will not apply to any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the failure or inability of any computer or other equipment or system for processing storing or retrieving data, whether the property of the Insured or not, occurring at any time to:-

- (i) correctly recognize any date as its true calendar date
- (ii) capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command

or instruction as a result of treating any date otherwise than as its true calendar date
- (iii) capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

6. Terrorism Damage Exclusion Warranty

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization (s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

7. Alterations and Repairs

Workmen are allowed in on or about any premises herein referred to carrying out alterations and repairs without prejudice to the terms of this insurance

8. Breach of Conditions

The conditions and warranties of this Policy shall apply individually to each of the risks insured and not collectively to them. Thus a breach of any condition or warranty shall void the Section only in respect of all the risks to which that breach applied and does not affect the Section in respect of the other risk.

9. Breach of Warranties

Any breach of the within warranties without the knowledge and consent of the Insured shall not prejudice this Insurance provided notice, in writing, be given to the Company immediately upon such breach coming to their knowledge.

10. Cross Liability Clause

For the purpose of this Policy each of the parties comprising the Insured shall be considered as separate and distinct unit and the words " The Insured " shall be considered as applying to each party in the same manner as if a separate Policy had been issued to each of the said parties and the Company hereby agrees to waive all rights of subrogation or action which they may have or acquire against any of the aforesaid parties arising out of any occurrence in respect of which claim is made hereunder.

The inclusion herein of more than one Insured shall not operate to increase the Limits of the Company's Liability as stated in the Policy.

11. Fire Brigade Water Damage

The Company will indemnify the Insured in respect of loss or damage to third party property caused by or arising out of the use of water or chemicals by the fire brigade to extinguish a fire on the Insured's premises.

12. Loss Notification Clause

Notwithstanding anything contained herein to the contrary it is agreed that this insurance will not be prejudiced by any inadvertent delays errors or omissions in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Policy.

13. Misdescription Clause

This Policy shall not be prejudiced by any alteration or misdescription of occupancy. Notice to be given to the Company immediately the Insured become aware of the same and to pay additional premium, if required from the date of the inception of the increased hazard.

14. Agreed Bank Clause

The Company undertakes to obtain the Bank's or Finance Company's consent prior to their cancellation of the Policy if instructions have been received for the cancellation of the Policy and also to advise the Bank's or Finance Company's immediately of any other material changes which are proposed to be made in the terms of the Insurance.

15. Products Exclusion Endorsement

Notwithstanding anything contained in the Policy to the contrary the indemnity expressed in this Policy shall not apply to or include any liability in respect of injury illness loss or damage caused by or in connection with or arising from any commodity article product or thing supplied repaired altered or treated by or to the order of the Insured.

16. School, Educational Institutions and Libraries

Notwithstanding anything contained to the contrary, it is noted and agreed that students are treated as third parties under the policy but not teachers and other staff members who are employed by the Institute. However, the kidnapping of students is not covered under the scope of the policy.

Add-on covers

1. Care / Custody / Control Extension Clause

It is hereby declared and agreed that the indemnity expressed in this Policy shall apply to liability in respect of loss of or damage to property:-

- (i) in the charge or under the control of the Insured or any servant or agent of the Insured.
- (ii) being that part of any property on which the Insured or any servant or agent of the Insured is or has been working if that loss or damage results directly from such work.

The extension of cover shall be subject to the following:-

Limits of Indemnity: Any One Accident
 Aggregate during the Policy Period
 Excess:any one loss

2. Food and Beverages Extension

Notwithstanding anything contained herein to the contrary of this Policy, it is hereby declared and agreed that this Policy is extended to include liability in respect of accidental injury directly caused by or arising from anything harmful or defective in food or drink sold or supplied by the Insured or from poisoning of any kind caused by foreign or deleterious matter in food or drink sold or supplied by the Insured in the Business at the Insured's Premises named in the Schedule

Provided that:

1. For the purpose of this extension the word "injury" wherever used in this Extension shall be deemed to include illness.
2. The liability of the Company shall not in any case exceed the Limit of Indemnity specified in this Policy.
3. The Insured shall at all times take every possible precaution to prevent the sale of articles of food or drinks which are not in good condition and to ensure that the same are free from contamination and fit for human consumption.

3. Act of God perils

This policy is extended to cover the loss or damage to third party (public) directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood, Inundation, Subsidence and Landslide including Rockslide and Earthquake (Fire and Shock).

4. Other facilities such as health clubs, beauty parlors, shops, swimming pools, indoor and outdoor sports

Notwithstanding anything herein contained to the contrary, it is agreed and declared that the coverage under the Section is extended to cover Loss in respect of the following facilities provided by the Insured or on his behalf at his premises:

1. Swimming pool, hot tub, jacuzzi
2. Saunas or steam bath
3. Gym, fitness centres, health clubs and spas.

However this endorsement does not cover any claim directly or indirectly caused by or which arises out of or in connection with or is attributable in anyway to recreational sports and hazardous activities.

This extension of coverage does not increase the Sum Insured provided in the Policy.

Specific Conditions – It will be a condition precedent to any liability under the Policy that:

1. Experienced life guards will be available at all times when the swimming pool is operational unless the depth of the pool does not exceed 1 meter at any point
2. Experienced trainers will be available at all times when the gym, health or fitness centres and spas are operational
3. The swimming pool, health clubs and other facilities will be maintained in a hygienic and amenable condition when in use.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon

5. Aqua Sports facilities, Skydiving, Skiing and Hang Gliding

Notwithstanding anything herein contained to the contrary, it is agreed and declared that the coverage under the Section is extended to cover Loss in respect of any third party who is a registered guest of the Insured's hotel whilst such guest is engaged in any sporting activity conducted by a qualified instructor in the Insured's employment provided by the Insured or on the Insured's behalf at the Insured's premises.

However this endorsement does not cover any claim directly or indirectly caused by or which arises out of or in connection with or is attributable in anyway to the following:

1. Physical disability or incapacity of the guest in engaging in the recreation or sporting activity;
2. The guest being intoxicated or under the influence of any drug or stimulant whilst engaging in any recreation or sporting activity;
3. The guest engaging in the following activities:
 - a) Flying, hang-gliding, ballooning, paragliding or parasailing or any activity relating to or making use of any instrument of aviation or flight
 - b) Mountaineering necessitating the use of guides and ropes

- c) Under water diving with the use of any breathing apparatus in respect of persons under the age of 14 years
 - d) Any diving activity requiring the use of artificial light
 - e) Any diving activity whilst the participants are using spear-guns or powered instruments of a similar nature
 - f) Any activity making use of a motor powered vehicle, motor cycle or watercraft with an engine capacity in excess of 125cc
 - g) Water-ski jumping
 - h) Any activity making use of firearms, guns, rifles, spring loaded crossbows or powered instruments of similar nature
 - i) Any claim directly or indirectly caused by or which arises out of or in connection with or is attributable in any way to recreational sports and activities including hazardous sports like paragliding, bungee jumping, horse riding, water sports, athletics or competition activities of any type.
4. Liability giving rise to the aggravation of any injury or illness to which the guest was subject, prior to the Insured's alleged liability.

6. Sudden and Accidental Pollution

The insurance doesn't apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapor, soot, fume, acid, alkali, toxic chemicals, liquid or gases, waste material or other irritants, contaminants or pollutants into or upon the land, atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape meets all five of the following conditions:

- The discharge, dispersal, release or escape must be neither expected nor intended by the insured, and
- The beginning of the discharge, dispersal, release or escape must take place during the policy period
- the discharge, dispersal, release or escape must be physically evident to the insured or other parties within ____ hours of the beginning of the discharge, dispersal, release or escape and
- The initial bodily injury or property damage caused by the discharge, dispersal, release or escape must ensue within ____ hours of the beginning of the discharge, dispersal, release or escape.

Notwithstanding anything to the contrary in condition 4, Insured's duties in the event occurrence, claim, or lawsuit or any other policy conditions, all claims made against the insured under this coverage must be reported to the company as soon as practicable but not later than 30 days after termination of the policy.

The term released includes, but is not limited to any of the following : spilling, leaking, pumping, pouring, emitting, emptying, injection, dumping or disposing.

If the insured and the company should disagree with regard to when a discharge, dispersal, release or escape begins or becomes evident, the burden of proving that all 5 enumerated conditions are met rests

with the insured at the insured's own expense. Until such proof is accepted by the company, the company may but not obligated to, defend any claim.

This clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached, except in so far as detailed herein.

This endorsement is granted in consideration of additional premium subject otherwise to the terms, exceptions, conditions and limitations of the within mentioned policy.

Coverage Territory: As per schedule

Coverage Jurisdictions: As per schedule

All other terms & conditions remain unchanged.

7. Cover for Valuable Documents

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy, the Indemnity granted by this Policy shall, in addition extend to indemnify the insured in respect of costs necessarily and reasonably incurred in rewriting or redrawing Plans or Specifications of the contract works insured hereunder, when such Plans or Specifications are lost or damaged by any cause not excluded by this section and the Insured needs to have them redrawn or rewritten in order to complete the project or to enable payment to be made for works already carried out.

The liability of the Company shall not exceed in the aggregate during the Policy Period the Limit of Indemnity set forth in the Schedule.

8. Employee's Personal Effects

It is hereby declared and agreed that this Policy extends to cover legal liability of the Insured in respect of damage to the Personal Effects of the Insured's Employees occurring at the place or places at which this Policy applies.

The liability of Company shall not exceed:

..... any one employee and in the aggregate any one accident.

The Company shall not be liable for any motor vehicles, precious metals, precious stones or articles made therefrom or money.

9. Lift Liability

Version 1 – Notwithstanding anything herein contained to the contrary, it is agreed and declared that the coverage under the Section is extended to cover Loss in respect of the use of any lift, hoist, escalator or

elevator in the premises or for which the Insured is responsible whilst such are being utilized by members of the public.

It is a condition precedent to the Company's liability that the Insured should comply with any Act or statute of the government or government recognized authority or authorized local authority which are applicable to the provisions of this endorsement.

Subject otherwise to the terms, conditions and exclusions of the Policy and endorsements if any thereon.

Version 2 – Notwithstanding anything herein contained to the contrary, it is agreed and declared that the coverage under the Section is extended to cover Loss in respect of the use of any lift, hoist, escalator or elevator in the Premises in respect of the following:

1. Damage to any motor vehicle, trailer or caravan, tractors, plant and equipment or the like thereof necessitating the use of such lift or hoist by virtue of the business activity of the Insured and
2. Damage to Property or Injury to persons not being Employees of the Insured but authorised to be on his Premises

It is a condition precedent to the Company's liability that the Insured should comply with any Act or statute of the government or government recognized authority or authorized local authority which is applicable to the provisions of this endorsement.

Subject otherwise to the terms, conditions and exclusions of the Policy and endorsements if any thereon.

10. Automatic Addition and Deletion of Insured Locations

It is hereby declared and agreed that this Policy shall extend to cover automatic additions and deletion of insured locations.

11. Car Park Facilities Endorsement

It is hereby declared and agreed that this Policy is extended to cover the legal liability of the Insured in respect of loss of or damage to vehicles under the control of the Insured or the Insured's Parking Attendants whilst in the Car Park of the Insured.

Provided always that:-

- i The Company shall not be liable for any such loss or damage insofar as such loss or damage is covered by any other insurance.

The liability of the Company under this Endorsement in respect of any such loss or damage and under the Policy in respect of any bodily injury or damage to property shall not in any case exceed the Limit of

Indemnity specified in this Policy. Disclaimer notices shall be permanently displayed in prominent positions at each entrance to the parking area.

12. Neon/Advertising Signs

It is hereby declared and agreed that the insurance by this Policy is extended to cover the legal liability of the Insured arising out of accidents caused by or through the Neon/ Advertising Signs installations the property of the Insured situated in India.

Warranted that the Insured shall comply with all statutory enactments bye-laws and regulations and shall at all times ensure that the Neon/ Advertising Signs installations are kept in a proper state of repair and if any defect be discovered the Insured shall forthwith cause such defect to be made good and shall in the meantime cause such additional precautions to be taken for the prevention of accident as the circumstances may require.

Provided always that the liability of the Company under this extension in respect of any bodily injury or loss of or damage to property shall not in any way exceed the Limit of Liability specified in this Policy.

13. Non-Owned / Hired Vehicles Clause

The Company will indemnify the Insured in respect of legal liability and costs and expenses in respect of bodily injury or damage as defined in the Policy arising out of the use of any motor vehicle owned or non-owned or hired by the Insured's Employees and used in the course of the Insured's Business.

Provided always that the Company shall not be liable for:-

- (i) Bodily injury to any person being carried by a motor cycle otherwise than in a side-car attached to it.
- (ii) Loss of or damage to such vehicle.
- (iii) injury or damage arising while such vehicle is being:
 - (a) Driven by the Insured.
 - (b) Driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or of such representative does not hold a license to drive such vehicle unless such a person holds and is not disqualified for holding or obtaining such a license.
 - (c) Used elsewhere than in the Republic of India.

any accident giving rise to a claim under this Policy if at the time of the occurrence of such accident there is any other existing insurance covering the same liability.

14. Social / Recreational Activities

It is hereby declared and agreed that this Policy is extended to indemnify the Insured in respect of the Insured's legal liability for death or bodily injury loss of or damage to property as within defined in this Policy caused by or arising out of and in connection with any social recreational or welfare activities organized supervised and managed by the Insured for its invited participants including employees their families and friends anywhere in Republic of India.

The word "Insured" whenever appearing includes as an Insured any person who is a member of the organizing or management committee for such social recreational or welfare activities but only while acting within the scope of their duties as such.

It is further declared and agreed that the indemnity granted under this Policy is also extended to apply to occurrences during the Policy period caused by arising out of and in connection with drinks, beverages or food served by the Insured during such social, recreational or welfare activities.

In the event of a claim the Company will not raise the defence that such participants and employees are not third parties.

15. Sprinkler Leakage Clause

This indemnity provided by this Policy extends to include the Insured's legal liability for loss or damage caused by the accidental discharge of the sprinkler installation.

16. Tenant's Liability Clause

It is hereby declared and agreed that the Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as damage in respect of:-

1. accidental bodily injury to any person
2. accidental damage to property

Happening during the Period of Insurance and arising from the occupancy of Premises leased or rented by the Insured.

Provided always that this extension shall not apply to liability assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement.

The Company's Liability under this extension shall not exceed Limit of Indemnity.....

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17. Waiver of Subrogation Clause

Any claimant under this Policy shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of endorsing any rights and remedies or of obtaining relief of indemnity from

_____ whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

The rights of subrogation against _____ is hereby waived

Main Exclusions

This Policy does not cover liability arising out of or in connection with pollution, any product, personal injuries such as libel, slander, fines, penalties and punitive or exemplary damages and transportation of materials.

Exclusions

This Policy does not cover liability:

1. assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
2. arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
3. arising out of deliberate, willful or intentional non-compliance of any statutory provision.
4. arising out of Insured's consequential loss of any kind, be they by way of 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.
5. (a) 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;
(b) infringement of plans, copy-right, patent, trade name, trade mark, or registered design;
6. arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
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. directly or indirectly caused by or contributed to by:
 - (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;
 This Policy does not cover liability for claims arising out of;
9. the ownership, possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following:

- (a) claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
- (b) claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
- (c) claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
- (d) claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.

10. transportation of materials and/or hazardous/dangerous substances outside Insured's premises unless specifically covered.

11. the ownership, possession or use by or on behalf of the Insured of any aircraft, spacecraft, watercraft or hovercraft

12. damage to property owned, leased or hired or under hire-purchase or on loan to the Insured or otherwise in

the Insured's care custody or control other than the

- (a) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).
- (b) employees' and visitors' clothing and personal effects.
- (c) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.

13. injury and/or damage occurring prior to the Retroactive Date stated in the 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 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

14. the deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims

15. injury to any person under a contract of employment or apprenticeship with the Insured, or the Insured's contractors and sub-contractors, when such Injury arises out of the execution of

such contract.

16. any accident(s) in respect of which Relief would be under the Public Liability Insurance Act 1991, any amendment that may come into force after the issue of this policy, or any other Statute or law which attaches liability on a no fault basis.

17. liability more specifically insured elsewhere

18. any claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal

19. any claim made, threatened or intimated against the Insured prior to the Policy Period.

20. 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

21. liability in respect of loss or damage to property:

(a) belonging to the Insured

(b) being that part of any property on which the Insured or any servant or agent of the Insured is or has been working if that loss or damage results directly from such work

22. Liability in respect of injury or damage caused by or in conjunction with the bursting of any steam boiler or other pressure vessel designed to operate under steam belonging to or under the control of the Insured.

23. liability in respect of or arising from damage to any land or property or building caused by vibration or by the removal or weakening of support

24. liability in respect of injury or damage caused by or in connection with or arising from accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring.

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

1. Sudden and accidental pollution
2. Care / Custody / Control Extension

General Conditions

1. 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.
2. 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.
3. 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.
4. 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.
5. The Insured shall give all such information and assistance as the Company may reasonably require.
6. 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.
7. The Company may at any time pay to the Insured in connection with any claim or series of claims under this
8. 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. 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.
10. 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.
11. If at the time of happening of any event resulting into a liability under this Policy, there be any other Public 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.
12. 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 cancellation, 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.
13. Insured has the right to cancel this policy at any time by giving written notice to the insurer. upon cancellation, insurer will refund that part of the premium (Proportionate basis) which relates to the unexpired part of the policy period.
The insurer may only cancel this policy for non-payment of premium by giving a written notice of cancellation. Such cancellation shall be effective from the inception date of the policy.
The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the retail policyholder.
14. In the event of liability arising under the policy or the payment of claim under the policy, the Limit of Indemnity per any one year under the Policy shall get reduced by the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances, it shall be permissible to reinstate the limit of indemnity to the original level, even on payment of extra premiums.
15. 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.

16. 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.
17. No claim shall be payable under this policy unless the cause of action arises in India and the liability to pay claim is established against the insured in an Indian court. It is further agreed and understood that only Indian Law shall be applicable to any such action.

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.

Claims Procedure

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

1. 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 / 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.

1. Insured should evaluate the loss situation and accordingly accumulate the facts with supporting documents in regards 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)

Detailed version about the incident / alleged misfeasance

Details of loss caused / injury / death / property damage including all available information on victims as well as estimated quantum of liability

Steps taken by the insured to mitigate the loss

Statements from Witnesses, sketch plans, photographs, visual records of evidence / circumstances, video etc.

Any other evidence in support of claim

Press Reports

FIR / Investigation Report of police

Survey / Investigation Report

All notices / summons from the court

Weather (meteorological) report

Pollution Control Board Report

Post Mortem Report / Medical Certificate

Consumer Action Group / Society / Group Representation / Report

Details of other insurance

Legal opinion on admission of liability / appeal

Details of claims, if any, preferred by the affected party / insured for the same loss from any other source

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

- **Contact Us**

1-800-224030/1-800-2004030

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

- **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

- **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
- **E-mail :** contactus@universalsompo.com
- **Courier:** Universal Sampo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra – 400708
- **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
- IRDAI Reg no: 134, CIN# U66010MH2007PLC166770

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.