Standalone Motor Third Party Insurance - Private Car

IRDAN134RP0005V01202122

PROSPECTUS

UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED
REGISTERED OFFICE:
8th Floor & 9th Floor (South Side), Commerz International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon East, Mumbai 400063

24/7 CUSTOMER CARE NUMBER: 1-800-224030/1800-200-4030
EMAIL: contactus@universalsompo.com
WEBSITE: www.universalsompo.com
IRDA of India Registration Number: 134
CIN: U66010MH2007PLC166770

A Motor insurance policy is mandatory under the Motor Vehicle Act. Owning USGI's Third Party Private Car ensures that you are protected from financial liability against third party.

What does this Policy cover?

Section I - Liability to Third Parties

Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the Insured in the event of an accident caused by or arising out of the use of the vehicle against all sums which the Insured shall become legally liable to pay in respect of:-

a. Death of or bodily injury to any person so far as it is necessary to meet the requirements of Motor Vehicles Act.
b. Damage to property other than property belonging to the Insured or held in trust or in the custody or control of the Insured.

APPLICATION OF LIMITS OF INDEMNITY

In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy and/or of any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the insured.

Section II - Personal Accident Cover for Owner-Driver

Subject otherwise to the terms exclusions conditions and limitations of this Policy, the Company undertakes to pay compensation as per the following scale for bodily injury/ death sustained by the owner-driver of the vehicle, in direct connection with the vehicle insured or whilst driving or mounting into/dismounting from the vehicle insured or whilst traveling in it as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

Nature of Injury	Scale of Compensation
i) Death	100%
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
iii)Loss of one limb or sight of one eye	50%
iv)Permanent total disablement from injuries other than named above	100%

Extent of Insurance Covers

Cover Selected	**Sum Insured Limit**
Third party (Injury / Death)	Unlimited
Third Party Property Damage	Rs.6000/Rs. 7.5 lakhs
Legal Liability	As per Indian Workmen Compensation Act
PA Cover (other than Owner Driver)	Upto 2 lakh

Cumulative Personal Accident cover for Owner driver	Upto 15 lakh

Eligible Discounts: TP rates are as per regulation and discount on these rates are not applicable

General Exclusions (Applicable to all sections of Policy)

The Company shall not be liable under this policy in respect of

1	The Company shall not be liable in respect of any claim arising whilst the vehicle insured herein; a. being used otherwise than in accordance with the "Limitations as to Use" OR b. being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause
2	The Company shall not be liable in respect of any claim arising out of any contractual liability.
3	Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death arising out of and in the course of employment of a person in the employment of the insured or in the employment of any person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment.
4	Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or mounting or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.
5	The Company shall not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with War, Invasion, the Act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), Civil War, Mutiny, Rebellion Military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder, the Insured shall prove that the accident, loss, damage and/or liability, arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.
6	The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

CONDITIONS

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear the same meaning wherever it may appear.

1	Notice shall be given in writing to the Company immediately upon the occurrence of any accident and in the event of any claim. Every letter, claim, writ, summons and/or process shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending Prosecution Inquest or Fatal Inquiry in respect of any accident which may give rise to a claim under this Policy.

2	No admission, offer, promise, payment, or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require. If the Company shall make any payment in settlement of any claim and such payment includes any amount not covered by this Policy the insured shall repay to the Company the amount not so covered.
3	The insured shall take all reasonable steps to maintain the insured vehicle in efficient condition and the company shall have at all times free and full access to examine the insured vehicle or any part thereof or any driver or employee of the insured.
4	**CANCELLATION** The insured can cancel the policy at any time during the term, by informing the Company. In case the Policyholder cancels the policy, he/ she is not required to give reasons for cancellation In such case of cancelation, the Company will refund proportional premium for unexpired policy period, if 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. Under no circumstances can the Company cancel statutory Motor Third Party Liability insurance or any other compulsory insurance mandated by law except in case of double insurance or total loss/Cash loss. Cancellation due to Total Loss/Total Theft/ Cash loss of Vehicle/ Double insurance In the event of lodgment and settlement of claim of any nature, the company will refund the liability section premium in full (where the risk has not yet incepted). There would no refund for the premium related to lapsed period before the Cancellation effective date). **Cancellation of Policy in Double Insurance** In the event of cancellation of policy due to double insurance, the company will refund the liability section premium in full where the Risk has not yet incepted. In the event where policy is in-force (risk has incepted), premium will be refunded as follows:

			Different Risk start date (RSD)	
SL no	Scenarios	Same Risk start date (RSD)	First policy cancelled (on request of Insured)	Later policy Cancelled
1	Dual policy with similar cover issued by the company	Full Refund	1. Full refund - if request is received before RSD 2. Proportional Refund - If request is received after RSD.	Full
2	Dual policy with different Companys	Full Refund - If cancellation request is received within 30 days	Proportional Premium Refund (Subject to minimum premium)	Proportional Premium Refund

		from RSD. Proportional refund - if request is received after 30 days from RSD		(Subject to minimum premium)

No refund of premium can be allowed for such cancellation if any claim has arisen on either of the policies when both the policies were in operation, but prior to cancellation of one of the policies.

Please note:
No Motor Third Party Insurance may be cancelled by either the Company or the insured except on the following grounds:

Double insurance
Vehicle not in use anymore because of Total Loss or Constructive Total Loss
In the event the vehicle is sold and/or transferred

Return of the premium by the company will be subject to retention of the minimum premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons). Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

5	If at the time of occurrence of an event that gives rise to any claim under this policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its rateable proportion of any compensation, cost or expense.
6	The due observance and fulfilment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
7	In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle. Where such legal heir(s) desire(s) to apply for transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:- a) Death Certificate in respect of the insured b) Proof of title to the vehicle c) Original Policy.

Claim Procedure

Third Party Claims

Immediate Action After Accident:

a. Give immediate written notice to the insurance company about an accident to third party within 30 days.
b. Furnish all information and documentary evidence as the insurance company may require for future action.

c. At the same time, you should be submitting a claim form along with relevant documents and information about the third-party victim.
d. On receipt of intimation form Court / MACT / EC Court, a competent Advocate from the company's panel may be appointed.
e. On receipt of notice from any authority pertaining to the said accident to be duly informed to the insurance company along with received documents.
f. No offer or promise to be given by the insured to third party without the written consent of the insurance company.

Admissibility of Claims - Personal Accident Cover For Owner-Driver

- The principle of indemnity is a basic rule of insurance that says the insurer will only pay for the actual loss suffered by the insured. The insurer will not pay for any loss that is not covered by the policy or for any loss that is not actually suffered by the insured.

- Examples of willful negligence:
  Any driving under the influence of drug / alcohol or any other intoxicant can render the claim to be inadmissible.

The claims would be admissible based on the following principles

- Period – The validity of the Insurance policy will be checked to ensure that the insurance is in force. The system validations are in place to check the period of insurance and not allow any claim to be processed beyond coverage period
- Peril – The cause of loss based on which the claim is made should be covered.
- Property - The Deceased person should be insured under the policy. The Registered Owner Name on RC / Policy / Pan Card / Aadhar Card should match. In case of minor differences, the same needs to be endorsed. If the difference is major, the same would be sent for further deliberation.
- Place – The location of the loss should be covered.
- Insurable Interest-The Registered owner must be insured, and the policy needs to be in the same name and the physical position of the vehicle should remain with the registered owner. However, if physical ownership is changed by entering into some agreement or by transfer where policy is not transferred it is treated as breach of Insurable interest. And the claim can be denied if it breaches the timelines of 15 days from any such transfer of vehicle.
- Verification of Premium Receipt is carried out at Our end. When a Payment is made through cheque or online mode, there is a possibility of return due to various factors including server errors. If the Premium is not received in advance, the policy becomes void. Systems are in place to check this validation.
- All the facts finding would be carried out by the Investigators.
- All relevant document Validity w.r.t Loss date and Loss Time would be verified
- The claim intimated should not be in contravention to MV Act/ rules

Standard claim evaluation process - Personal Accident Cover For Owner-Driver

1. Intimate the claim through the various channels available for intimation.
2. Submit duly filled and signed claim form by Nominee / Legel Hier. Please mention the correct cause of loss.
3. Loss falling within the definition of named peril in the policy will be covered for any insurance claim.
4. Furnish all information and documentary evidence as required.
5. The Company will appoint Investigator immediately after receipt of intimation for Facts Finding.
6. The investigator will visit to Person who intimate the claim for facts finding.

7. In case of Permanent Total Disablement as per Policy Terms / Death- immediately inform the police authorities and Insurance company as well.

List of Documents - Personal Accident Cover For Owner-Driver

- Claim Form,
- Policy Copy,
- Vehicle Registration Certificate (RC Book),
- Fitness, permit, authorization, road tax (For Commercial vehicles). In addition load challan would be required for GCV and MISC D.
- Driving Licence of Insured at the time of Loss
- Driving Licence of Driver at the time of Loss
- Driving License Extract copy of Driver at the time of Loss
- Driving License Extract copy of Insured at the time of Loss
- Address Proof of Insured- Electric Bill / Voter Card/ Passport / Adhar Card
- Identity Proof of Insured - Adhar Card / Pan Card
- CKYC form of Nominee.
- Address Proof of Nominee / Legel Hier - Electric Bill / Voter Card/ Passport / Adhar Card
- Identity Proof of Nominee / Legel Hier:- Adhar Card / Pan Card
- Nominee Relation Proof (for example Ration Card/Marriage Certificate)
- Nominee Written Statement
- Witness Statement with Identity Proof and Address Proof
- Discharge cum Satisfaction Voucher signed by Nominee / Legel Hier
- Neft Mandate Form / Cancel CTS Cheque / Passbook of Nominee / Legel Hier
- Police FIR copy , GD Entry
- Punchanama
- Postmortem Report (In case of Driver death)
- MLC report (In case of Driver / passenger Injury/Driver death)
- Final Report or Final Charge Sheet If(FIR)
- Insured Death Certificate
- Hospital records if any.

Turn-around time (TAT) for claim settlement:

- **Personal accident cover for owner-driver**

  Investigator appointment- within 24hrs from Claim Intimation
  Investigator First Visit- within 24hrs of Investigator appointment
  Investigators report submission- within 15 days from Date of First Visit.
  Settlement / Claim decision- within 7 days from date of receipt of Last Document
  Claim Payment to Nominee / Legel Hier –Claims shall be settled within 15 days of receipt of the last relevant and necessary document.

Note: Please include Your Policy number for any communication with us.

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

Write to us at:
Universal Sompo General Insurance Co. Ltd.
Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

E-mail Address:
contactus@universalsompo.com

For more details:
www.universalsompo.com

Toll Free Numbers: 1800-22-4030 **OR** 1800-200-4030

Senior Citizens toll free number: 1800-267-4030

Step 2: Grievance Cell

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.

Universal Sompo General Insurance Co. Ltd.
Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

E-mail Address:
grievance@universalsompo.com

For more details:
www.universalsompo.com

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: Chief Grievance Redressal Officer

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

Universal Sompo General Insurance Co. Ltd.
Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

E-mail Address:
gro@universalsompo.com

For more details:
www.universalsompo.com

For updated details of grievance officer, kindly refer the link https://www.universalsompo.com/resourse-grievance-redressal

Step 4: 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 with IRDAI – https://bimabharosa.irdai.gov.in/

Note: Please include Your Policy number for any communication with us.

Insurance is the subject matter of solicitation. Please read the sales brochure carefully before concluding a sale.

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.