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## **Transport Operators Comprehensive Liability Policy**

### **Prospectus**

Transport Operators Comprehensive Liability Policy has been designed by USGI for catering to the requirements of Transport Operators and Logistic Companies. This policy provides them cover against various types of legal liabilities (contractual as well as non-contractual) arising out of their business operations. The Policy not only protects them against suits and damages awarded by courts but also covers the defence costs incurred by them while contesting such claims of liability damages lodged against them.

The Company hereby agrees, subject to the terms, conditions and exclusions mentioned in the policy or endorsed or otherwise expressed herein, to compensate the Insured/ Insured Person(s) for any legal liability, as described under different sections hereunder, but not exceeding the Sum Insured as specified in the Schedule to the Policy with respect to the covers opted by the client.

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

1. Nature of Business Activities
2. Limit of Indemnity
3. Size of Turnover
4. Extensions of Cover (if required)
5. Past Claims Experience

### **SECTION 01- CARRIER LEGAL LIABILITY**

The Company will indemnify the insured for any legal liability arising from accidental damage to and/or loss of customer's cargo(es)/goods whilst in the care, custody and control of the insured under or by Contract, International Convention, Statute or Common Law as Carriers, Successive Carriers, Bailees, Freight Forwarders (as Principals or agents), Agents, Container Operators, Trailer Operators, Transport Contractors, Shippers up to limit of indemnity as specified in the Schedule to this policy.

The company also indemnifies the insured / insured person against

- All costs and expenses of litigation recovered from the insuree by any claimant or
- All costs and expenses of litigation incurred with the written consent of the Company happening during the insurance period and caused in the course of the Business within the Territorial Limit.

Provided that the total indemnity shall not at any time exceed the Limit of liability specified on the Schedule.

### **Specific Exclusion**

1. The Company shall not be liable in respect of any loss of or damage to the goods
  - By delay, loss of market, or the consequential loss
  - Caused by poor or insufficient packing
  - Caused by neglect of the insured to use all reasonable means to save and preserve the property at and after any loss
  - Caused by or resulting from infidelity of the insured's employees or persons to whom the property may be entrusted, nor the dishonesty of any attendant(s)
  - Arising (after they have ceased to be in the possession or under the control of the Insured) out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the insured.

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- Arising out of the pollution of air, water or soil unless it can be demonstrably proved to have been caused by immediate discharge consequent upon an accident
  - Directly or indirectly caused by any ship, vessel, craft or aircraft, or arising out of any work done therein or thereon by or on behalf of the insured.
  - Arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil rebellion evolution insurrection or military or usurped power riot or civil commotion
  - Directly or indirectly caused by or contributed to or arising from ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self sustaining process of nuclear fission.
  - Directly or indirectly caused by or contributed to or arising from nuclear weapons material
2. The Company shall not be liable in respect of any loss of or damage to the goods caused by burglary or theft whilst the vehicle is left unattended.
  3. The policy does not cover:
    - Goods defined in the international air contract as “Goods not Acceptable”
    - Accounts, bills, currency, deeds, evidences of debts, money notes, securities, gold, silver, jewellery or other similar valuables
    - Live animals and plants
    - Perishables, Frozen and/or Chilled Good, Seedlings and Bulbs
    - Blueprints, Drawings, Photos and Goods with difficulty to calculate its value
    - Any property other than that being transported and/or handled
    - Property while in the hands of other inter-line carriers unless under instructions of the insured. Where the loss is attributed to the negligence, error or omission of the other inter-line carrier acting under the instructions of the Insured, the Insured may not waive its rights of subrogation against that inter-line carrier.
    - Property in shortage under storage contract unless a special condition of “Warehousemen’s Liability Clause” is set forth in the Schedule.
  4. If the Insured, apart from being insured under this Policy, is insured in any manner whatsoever by any other person or association against any or any part of the loss, costs, expenses, general average contribution or salvage reward to be recoverable under this Insurance, no sum shall be paid by this Company on the basis of double insurance or otherwise in respect of such loss, costs, expenses, general average contribution or salvage reward.
  5. Any cause or event other than above on which the Insured has no responsibility under the contract of carriage as defined in any other Laws, Statutes or Regulations applicable hereto.
  6. The Company shall not be liable for any loss of or damage to the goods if any claim submitted is covered by the insured’s more specific insurance.

### **Limit of Indemnity**

The liability of the Company under this Policy in respect of any occurrence or all occurrences consequent on or attributable to one source or original cause shall not exceed the limits of Indemnity stated in the Schedule.

### **Deductibles**

The company shall not be liable for the deductible amount stated in the Schedule for each and every claim.

## Valuation

The company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with materials of like kind and quality.

## SECTION-02- THIRD PARTY LEGAL LIABILITY (NON-CONTRACTUAL LIABILITY) EXCLUDING MOTOR TP LIABILITY

### Coverage

The company will indemnify the insured against all sums which the Insured shall become legally liable to pay in respect of

- Accidental bodily injury to any person
- Accidental loss of or damage to property happening during the period of Insurance and caused in the course of the business within the Territorial Limit set forth in the Schedule.
- The company will in addition pay all costs and expenses incurred with their written consent.

### Specific Exclusions

The company shall not be liable in respect of

1. Any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement.
2. Any liability of whatsoever nature directly or indirectly caused by or contributed to or arising from ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self sustaining process of nuclear fission.
3. Any consequences of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion evolution insurrection or military or usurped power riot or civil commotion.
4. Any liability directly or indirectly caused by or contributed to or arising from nuclear weapons material
5. Bodily injury to any person under a contract of service or apprenticeship with the insured arising out of and in the course of the employment of such person by the insured
6. Loss of or damage to
  - Property belonging to or in the custody or control of the insured or property which is in the custody or control of any person in the service of the insured by virtue of such service but the expression "custody or control" shall not apply to building not owned or tenanted by the Insured but temporarily occupied by the Insured for the purpose of alteration decoration or repair.
  - That part of any property upon which the insured or any person in the service of the Insured in or has been operating.
  - Any property land or buildings caused by vibration or removal or weakening of support of such land property or buildings
  - Loss or damage to property caused by explosion due to force of internal steam pressure of any boiler vessel or apparatus designed to operate under steam pressure only
  - Ship craft or aircraft
7. Loss of or damage caused by
  - The possession use or movement of ship craft, aircraft or railway rolling stock

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- The possession or use of mechanically propelled road vehicles but provided the insured is not entitled to indemnity under any other policy this exception shall not apply to injury loss or damage as herein defined arising from – a) the act of loading or unloading a mechanically propelled road vehicle or the bringing to or the taking away of a load from such vehicle. b) the defective loading by the insured or any person in the service of the insured of any mechanically propelled road vehicle not belonging to nor hired by the insured.
  - Defective sanitary arrangements water pollution chemical effluent fumes or other noxious gas liquid or substance
  - Goods (which term shall be deemed to include containers) sold or supplied other than goods in the custody or control of the Insured
  - Fines, penalties, punitive or exemplary damage

### **Limit of Indemnity**

The liability of the company under this policy in respect of any one occurrence or all occurrences consequent on or attributable to one source or original cause shall not exceed the limits of indemnity stated in the Schedule.

### **Deductibles**

It is hereby agreed that in respect of each and every occurrence giving rise to loss or damage the subject indemnity under this policy the insured shall be responsible for the deductible amount stipulated on the Schedule for any third party property damage. The deductible amount applies to each Territorial Limit specified on the Schedule.

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### **SECTION-03- CONTAINER OR EQUIPMENT LEGAL LIABILITY:**

#### **Coverage**

The Company will indemnify the insured for any legal liability for all risks of physical loss of and/or damage to containers and/or pallet containers and/or other handling equipment under the Insured's care, custody and control, used for the main purpose of movement of customer's cargo(es)/goods.

The company shall pay to the insured the value of the containers and/or pallet containers and/or equipment at the time of the happening of the loss or the amount of such damage at their option repair or replace such property. Provided that the liability of the company for any one container/pallet container/equipment and/or in any one period of insurance shall not exceed the amount specified in the Schedule.

#### **Specific Exclusion**

1. The Company shall not be liable in respect of any loss of or damage to the containers and/or pallet containers & or equipment
  - By delay, loss of market, or the consequential loss
  - Caused by neglect of the insured to use all reasonable means to save and preserve the property at and after any loss
  - Caused by or resulting from infidelity of the insured's employee's or persons to whom the property may be entrusted, now the dishonesty of any attendant(s)
  - Arising (after they have ceased to be in the possession or under the control of the insured) out of any goods or products manufactured, constructed, altered, services, treated, sold, supplied or distributed by the insured.
  - Arising out of the pollution of air, water or soil unless it can be demonstrably proved to have been caused by immediate discharge consequent upon an accident.
  - Directly or indirectly caused by any ship, vessel, craft or aircraft, or arising out of any work done therein or thereon by or on behalf of the insured.
  - Arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil rebellion evolution insurrection or military or usurped power riot or civil commotion.
  - Directly or indirectly caused by or contributed to or arising from ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self sustaining process of nuclear fission.
  - Directly or indirectly caused by or contributed to or arising from nuclear weapons material
2. The Company shall not be liable in respect of any loss of or damage to the containers and/or pallet containers caused by burglary or theft whilst the vehicle is left unattended.

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**Limit of Indemnity**

The liability of the company under this policy in respect of any one occurrence or all occurrences consequent on or attributable to one source or original cause shall not exceed the limits of indemnity stated in the Schedule.

**Deductibles**

The company shall not be liable for the deductible amount stated in the Schedule for each and every claim.

**SECTION-04- COMPLETED OPERATIONS LIABILITY:****Coverage**

The company will indemnify the insured against all sums which the Insured shall become legally liable to pay for compensation in respect of bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the insured "Operations" include materials, parts or equipment furnished in connection therewith.

Operations shall be deemed completed at the earliest of the following times:

- When all operations to be performed by or on behalf of the insured under the contract have been completed
- When all operations to be performed by or on behalf of the insured at the site of the operations have been completed, or
- When all portion of the work out of which the injury or damage arises has been put to its intended use by any person or organisation other than another contractor or subcontractor engaged in performing operation for a principal as a part of the project.

Operations which may require further service or maintenance work or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- Operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or a vehicle created by the loading or unloading thereof.
- The existence of tools, uninstalled equipment or abandoned or unused materials, or
- Operations for which the classification stated in the policy or in the company's manual specifies "including completed operations".

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## Exclusions

This insurance does not apply

1. To liability assumed by the insured under any contract or agreement
2. To any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation or under any similar law
3. To bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury.
4. To loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behalf the insured of any contract or agreement, or (2) the failure of the products or the work performed by or on behalf of the insured to meet the level of performance, quality, fitness or durability warranted or represented by the insured.
5. To property damage to work performed by or on behalf of the insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.
6. To damage claimed for the withdrawal, inspection, repair, replacement, or loss of use of the products or work completed by or for the insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

## Limit of Indemnity

The liability of the company under this policy in respect of any one occurrence or all occurrences consequent on or attributable to one source or original cause shall not exceed the Limits of Indemnity stated in the Schedule.

## Deductibles

The company shall not be liable for the deductible amount stated in the Schedule for each and every claim.

## Policy Territory

This insurance applies only to bodily injuries or property damage which occurs within the policy territory.

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## SECTION-05- EXTRA COSTS

### Coverage

The Insurer will indemnify the insured for the following risks, subject to the Company's limit of liability specified in the Schedule of the policy:

#### 1. Misdirection Costs

Extra costs incurred by you in sending to correct destination Cargo that has been misdirected. The costs insured under this section are to be calculated as under:

- The costs of transporting the cargo from the place to which it was misdirected (incorrect destination) (plus)
- The costs of transporting the cargo from the incorrect destination to its correct place of delivery, (less)
- the freight and other charges due to you for the transport of that cargo
- the cargo shall not be transported by air from the incorrect destination to the correct place of delivery unless the transport from the place receipt to the correct place of delivery was agreed to be by air, or the company so agrees.

#### 2. Completion of Carriage Costs

Extra carriage costs (less those costs which you would have incurred in any event) incurred by you to complete your contractual obligation to transport the Cargo to the

place of delivery and incurred solely by reason of the failure of the insured contractor and/or sub-contractor.

### **3. Uncollected Cargo**

Extra Costs incurred by you solely by reason of the total of a consignee to collect or remove Cargo at the place of delivery. The costs set out in this section are extra costs less:

- Those costs that you would have incurred in any event
- The proceeds of any sale of the cargo
- Sums recoverable by you from any other person

### **4. Investigation**

Costs incurred by insured/ insured person(s) after any accident that gives rise to, or may give rise to, a claim under this cover in:-

- Investigation the accident and protecting insured's interests in relation to it, for example, the fees of surveyor or expert
- Avoiding or minimizing a claim

## **Coverage**

The company shall not be liable for any costs, fines or duty in relation to:-

1. Any kind of financial loss incurred by insured customer
2. Commercial fines- This policy does not cover any breach of law or regulation in respect of freight tariffs, competition or the structure or operation of insured's business or that of any person acting on the insured's behalf.
3. Liability, extra costs, fines and duty
  - Arising out of forged bill of lading or warehouse receipt
  - Arising from the handling, storage or carriage of cargo in an illegal trade or cargo which is contraband

## **Limit of Indemnity**

The liability of the company under this policy in respect of any one occurrence or all occurrences consequent on or attributable to one source or original cause shall not exceed the Limits of Indemnity stated in the Schedule.

## **Deductibles**

The company shall not be liable for the deductible amount stated in the Schedule for each and every claim.

## **GENERAL CONDITIONS:**

## 1. Duty of Insured

A. It is a condition precedent to the liability of the company hereunder:

- That during currency of this policy the insured continuously trades under the conditions approved by the company.
- That the insured shall take all reasonable steps to ensure that the said conditions are incorporated in all contracts entered into by the insured / insured person(s). If a claim arises in respect of a contract into which the insured failed to incorporate the above mentioned conditions, the insured's right to be indemnified under this policy in respect of such a claim shall not be prejudiced providing that the insured establishes – (1) that as a general rule the insured has taken all reasonable steps to incorporate the above conditions into contracts but (2) in the case in question the conditions were not incorporated solely as a result of an isolated error of one of their employees.

B. The due observance and fulfilment of the terms provisions, conditions, exceptions and endorsement of this policy 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 proposal shall be conditions precedent to any liability of the company to make any payment under this policy.

C. The insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent accidents and shall take all reasonable steps to maintain all premises furnishing fittings appliances and plant in sound condition. In the event of the discovery of any defect or danger the insured shall forthwith cause such defect or damage to be made good or remedied and in the mean time shall cause such additional precautions to be taken as the circumstances may require.

## 1. Increase in Risks

The insured shall immediately give to the company, full particulars in writing of any material increase in the risk and shall pay such reasonable additional premium, if any, as may be required by the company.

## 2. Record

A proper record shall be kept in the books of the insured of all the cargo and/or merchandise whilst in the care, custody and control of the insured and the company is allowed to inspect such books at all items.

## 3. Fraudulent Claims

If any insured shall give any notice or claim cover for any loss under this policy knowing such notice or claim to be false or fraudulent as regards amounts or otherwise, such loss shall be excluded from cover under the policy, and the insurer shall have the right, in its sole and absolute discretion, to avoid its obligation under the policy shall be forfeited and all premium deemed fully earned and non-refundable.

## 4. 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.

## 5. Cancellation

- **By Insured** – This policy may be cancelled by the insured at any time only by mailing written prior notice to the Insurer. In such case, if no claim has been made and no circumstance has been notified prior to such cancellation, Insurer shall retain the customary short rate proportion (unexpired portion of premium less handling charges) of the premium otherwise, premium shall not be returnable and shall be deemed fully earned at cancellation.

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- **By Insurer** – This policy may be cancelled by the insurer delivering to the insured by registered, certified other first class mail or other reasonable delivery method, at the address of the insured set forth in the schedule, written notice stating when, not less than (30) days thereafter, the cancellation shall be effective. Proof of mailing or delivery of such notice shall be sufficient proof of notice and this policy shall be deemed cancelled as to all insured's at the date and hour specified in such notice. In such case, the insurer shall be entitled to a pro-rata proportion of the premium. Payment or tender of any unearned premium by the insurer shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.
- The grounds for cancellation of the policy, for the insurer, can be only on the grounds of mis- representation, non-disclosure of material facts, fraud or non-co-operation of the insured.

## **6. Claims Procedure**

### **A. Notification of Claims**

The insured shall, as a condition precedent to the obligation of the insurer under this policy, give written notice to the insurer of any claim first made against the insured as soon as practicable and during the policy period. All notifications must be in writing or by facsimile, and addressed as required in the claims notice item on the schedule.

### **B. Related Claims**

If notice of claims against an insured is given to the insurer pursuant to the terms and conditions of this policy, then (1) any subsequent claim alleging, arising out of, based upon or attributable to the facts alleged in that previously noticed claim. (2) any subsequent claim alleging any wrongful act which is the same as or related to any wrongful act alleged in the previously noticed claim, shall be considered made against the insured and reported to the insurer at the time notice was first given. Any claim or claims arising out of, based upon or attributable to (a) the same cause, or (b) a single wrongful act, or (c) a series of continuous, repeated or related wrongful acts, shall be considered a single claim for the purpose of this policy.

### **C. Circumstances**

During the policy period, an insured may become aware of circumstances which may reasonably be expected to give rise to a claim. In such event, an Insured may report the circumstances in writing to the insurer. If in doing so, the insured provides (a) the reasons for anticipating the claim, and (b) full particulars as to dates, act and persons involved, then any claim which is subsequently made against an insured and reported in writing to the insurer alleging, arising out of based upon or attributable to such circumstances, or alleging any wrongful act which is same as or related to any wrongful act alleged or described in the previously notified circumstances, shall be considered first made against the insured and reported to the insurer at the time the facts or circumstances were first reported, if accepted by the insurer.

### **D. Defense / Settlement**

The insurer does not assume any duty to defend, and the insured shall defend and contest any claim made against them unless the insurer, in its sole and absolute discretion, elects in writing to take over and conduct the defense and settlement of any claim. If the insurer does not so elect, it shall be entitled, but not required, to participate fully in such defense and the negotiation of any settlement that involves or appears reasonably likely to involve the insurer. The insurer has the right at any time after notification of a claim to make a payment to the insured of the unpaid balance of the limit of liability, and upon making such payment, all obligations of the insurer to the insured under this policy, including, if any, those relating to defense, shall cease.

### **E. Insured's Consent**

As a condition precedent to cover under this policy, no insured shall admit or assume any liability, enter into any settlement agreement, consent to any judgement, or incur

any defense costs without the prior written consent of the insurer. Only those settlements, judgements and Defense costs consented to by the insurer, and judgements resulting for claims defended in accordance with this policy, shall be recoverable as loss under this policy. The Insurer's consent shall not be unreasonably withheld, provided that the insurer shall be entitled to exercise all of its rights under the policy.

#### **F. Circumstances**

The insurer may make any settlement of any claim if deems expedient with respect to any insured, subject to such insured's written consent. If any insured withholds consent to such settlement, the insurer's liability for all loss on account of such claim, plus defense costs incurred as of the date such settlement was proposed in writing by the insurer, less coinsurance (if any) and the applicable retention.

#### **G. Co-operation**

The insured will at their own cost (1) render all reasonable assistance to the insurer and co-operate in the defense of any claim and the assertion of indemnification and contribution rights (2) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss under this policy (3) give such information and assistance to the insurer as the insurer may reasonably require to enable it to investigate any loss or determine the insurer's liability under this policy.

### **7. Subrogation**

If any payment is to be made under this policy in respect of claim, the insurer shall be subrogated to all rights of recovery of the insured whether or not payment has in fact been made and whether or not the insured to pursue and enforce such rights in the name of the insured, who shall provide the insurer with all reasonable assistance and co-operation in doing so, including the execution, of any necessary instruments and papers. The insured shall do nothing to prejudice these rights. Any amount recovered in excess of the insurer's total payment shall be restored to the insured less the cost to the insurer of such recovery. The insurer agrees not to exercise any such rights of recovery against any employee unless the claim is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the employee. In its sole discretion, the insurer may, in writing, waive any of its rights set forth in this Subrogation Clause.

### **8. Notices**

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to –

- In case of the Insured/Insured Person, at the address specified in the Schedule to this Policy.
- In case of the Company, to the Policy issuing office/nearest office of the Company.

### **9. Grievance**

In case the Insured / Insured Person is aggrieved in any way, the Insured /Insured Person may contact the Company at the specified addresses, during normal business hours or the Insured may also contact our customer service desk at +022-29211800

### **10. Jurisdiction**

The indemnity shall not apply in respect of judgements which are not in first instance delivered by or obtained from a court of competent jurisdiction within India.

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## Transport Operator's Comprehensive Liability Policy (Air Cargo)

### **PREAMBLE:**

Whereas the Insured described in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein as applied to Universal Sompo General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay, in such manner and within such time, as may be prescribed under the Provisions of the Insurance Act, 1938 and the rules made there under, the premium stated in the Schedule as consideration for such insurance during the period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy.

### **OPERATIVE CLAUSE**

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed herein, subject to limits of indemnity specified in the Schedule to this policy, to compensate the Insured/ Insured Person(s) against any legal liabilities, cost and expenses incurred while pursuing business of international transportation by issuing House air Way Bill (hereinafter "HAWB") and through Consignment Note (hereinafter TCN) in respect of:

- Legal or contractual liability to cargo owners, container owners, or actual carriers in respect of loss of and/ or damage to cargo and / or containers.
- Legal or contractual liability to cargo owners in respect of loss of and/ or damage arising from errors / omissions, or delays.
- Legal liability in respect of loss in life, personal injury and for property damage to third parties.

This insurance also indemnifies the insured / insured person(s) against

- Costs and / or Expenses incurred by the assured as enumerated below subject to approval of the insurer
  1. Investigation, defense, mitigation costs and expenses to avoid or minimize liability as covered above
  2. Extra costs and expenses incurred by the Insured / Insured person(s) in sending to the correct destination in case of mis-delivery or mis-direction of cargoIt is the condition of this insurance that in case if claim falling under item no. (2) above the amount, the amount of claim shall be calculated as under:
  - The cost of transporting the cargo from the place of origin to the incorrect destination, (plus)
  - the cost of transporting the cargo from the incorrect destination to the correct destination, (less)
  - the freight and other charges paid to the insured for the transportation of cargo direct to the correct destination.
- 3. Extra costs and expenses incurred by the Insured / Insured person(s) in disposing of damage cargo or container.
- 4. Extra costs and expenses incurred by the Insured for quarantine, fumigation or disinfection.

5. In the event of transit by sea, contribution of cargo interest in general average or salvage for which the Insured is liable to ship-owners and is unable to recover from the cargo interest.
- If as a result of the actions of the cargo transported by air take longer than the time normally scheduled for the journey and such cargo could have been sent by sea or land and been delivered in the same or less time, any difference between the air freight and charges which would have been incurred had the cargo been sent by sea or land shall be reimbursed to the owner of the cargo by the insured.

#### **EXCLUSIONS:**

The Company shall not be responsible for any liability, costs or expenses:

1. Incurred by the insured caused by wilful misconduct of the following applicant, insured or any other parties who are duly authorized to receive claim money or their agents, including directors, board members and managers thereof.
2. In respect of the insured's interest in vessels, aircrafts, railways, trucks and interest arising from owning, managing, operating and navigating them.
3. In respect of loss of / damage to properties and equipments owned, leased, operated by the insured excluding containers owned by cargo owners and those received by the insured as FCL cargo.
4. In respect of death or bodily injury of any person employed by the insured.
5. In respect of fines, penalties, punitive damages charged by authorities.
6. In respect of ionizing radiation, contamination by radioactivity, explosion and any other loss or damage caused by toxic and hazardous properties of any type of nuclear materials including nuclear fuel, waste from nuclear combustion, explosive nuclear assembly components thereof.
7. In respect of pollution
8. In respect of insolvency of the insured.
9. In respect of any activities concerning illegal trading

#### **GENERAL CONDITIONS:**

##### **1. Duty of Insured**

- A. It is a condition precedent to the liability of the company hereunder:
  - That during currency of this policy the insured continuously trades under the conditions approved by the company.
  - That he insured shall take all reasonable steps to ensure that the said conditions are incorporated in all contracts entered into by the insured / insured person(s). If a claim arises in respect of a into which the insured failed to incorporate the above mentioned conditions, the insured's right to be indemnified under this policy in respect of such a claim shall not be prejudiced providing that the insured establishes – (1) that as a general rule the insured has taken all reasonable steps to incorporate the above conditions into contracts but (2) in the case in question the conditions were not incorporated solely as a result of an isolated error of one of their employee.
- B. The due observance and fulfilment of the terms provisions, conditions, exceptions and endorsement of this policy 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 proposal shall be conditions precedent to any liability of the company to make any payment under this policy.

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- C. The insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent accidents and shall take all reasonable steps to maintain all premises furnishing fittings appliances and plant in sound condition. In the event of the discovery of any defect or danger the insured shall forthwith cause such defect or damage to be made good or remedied and in the mean time shall cause such additional precautions to be taken as the circumstances may require.

**2. Increase in Risks**

The insured shall immediately give to the company, full particulars in writing of any material increase in the risk and shall pay such reasonable additional premium, if any, as may be required by the company.

**3. Record**

A proper record shall be kept in the books of the insured of all the cargo and/or merchandise whilst in the care, custody and control of the insured and the company is allowed to inspect such books at all items.

**4. Fraudulent Claims**

If any insured shall give any notice or claim cover for any loss under this policy knowing such notice or claim to be false or fraudulent as regards amounts or otherwise, such loss be excluded from cover the policy, and the insurer shall have the right, in its sole and absolute discretion, to avoid its obligation under the policy shall be forfeited and all premium deemed fully earned and non-refundable.

**5. 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.

**6. Cancellation**

- **By Insured** – This policy may be cancelled by the insured at any time only by mailing written prior notice to the Insurer. In such case, in no claim has been made and no circumstance has been notified prior to such cancellation. Insurer shall retain the customary short rate proportion (unexpired portion of premium less handling charges) of the premium otherwise, premium shall not be returnable and shall be deemed fully earned at cancellation.
  - **By Insurer** – This policy may be cancelled by the insurer delivering to the insured by registered, certified other first class mail or other reasonable delivery method, at the address of the insured set forth in the schedule, written notice stating when, not less than (30) days thereafter, the cancellation shall be effective. Proof of mailing or delivery of such notice shall be sufficient proof of notice and this policy shall be deemed cancelled as to all insured's at the date and hour specified in such notice. In such case, the insurer shall be entitled to a pro-rata proportion of the premium. Payment or tender of any unearned premium by the insurer shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.
- The grounds for cancellation of the policy , for the insurer, can be only on the grounds of mis- representation, non-disclosure of material facts, fraud or non-co-operation of the insured.

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## **7. Claims Procedure**

### **A. Notification of Claims**

The insured shall, as a condition precedent to the obligation of the insurer under this policy, give written notice to the insurer of any claim first made against the insured as soon as practicable and during the policy period. All notifications must be in writing or by facsimile, and addressed as required in the claims notice item on the schedule.

### **B. Related Claims**

If notice of claims against an insured is given to the insurer pursuant to the terms and conditions of this policy, then (1) any subsequent claim alleging, arising out of, based upon or attributable to the facts alleged in that previously noticed claim. (2) any subsequent claim alleging any wrongful act which is the same as or related to any wrongful act alleged in the previously noticed claim, shall be considered made against the insured and reported to the insurer at the time notice was first given. Any claim or claims arising out of, based upon or attributable to (a) the same cause, or (b) a single wrongful act, or (c) a series of continuous, repeated or related wrongful acts, shall be considered a single claim for the purpose of this policy.

### **C. Circumstances**

During the policy period, an insured may become aware of circumstances which may reasonably be expected to give rise to a claim. In such event, an Insured may report the circumstances in writing to the insurer. If in doing so, the insured provides (a) the reasons for anticipating the claim, and (b) full particulars as to dates, act and persons involved, then any claim which is subsequently made against an insured and reported in writing to the insurer alleging, arising out of based upon or attributable to such circumstances, or alleging any wrongful act which is same as or related to any wrongful act alleged or described in the previously notified circumstances, shall be considered first made against the insured and reported to the insurer at the time the facts or circumstances were first reported, if accepted by the insurer.

### **D. Defense / Settlement**

The insurer does not assume any duty to defend, and the insured shall defend and contest any claim made against them unless the insurer, in its sole and absolute discretion, elects in writing to take over and conduct the defense and settlement of any claim. If the insurer does not so elect, it shall be entitled, but not required, to participate fully in such defense and the negotiation of any settlement that involves or appears reasonably likely to involve the insurer. The insurer has the right at any time after notification of a claim to make a payment to the insured of the unpaid balance of the limit of liability, and upon making such payment, all obligations of the insurer to the insured under this policy, including, if any, those relating to defense, shall cease.

### **E. Insured's Consent**

As a condition precedent to cover under this policy, no insured shall admit or assume any liability, enter into any settlement agreement, consent to any judgement, or incur any defense costs without the prior written consent of the insurer. Only those settlements, judgements and Defense costs consented to by the insurer, and judgements resulting for claims defended in accordance with this policy, shall be recoverable as loss under this policy. The Insurer's consent shall not be unreasonably withheld, provided that the insurer shall be entitled to exercise all of its rights under the policy.

### **F. Circumstances**

The insurer may make any settlement of any claim if deems expedient with respect to any insured, subject to such insured's written consent. If any insured withholds consent to such settlement, the insurer's liability for all loss on account of such claim, plus defense costs incurred as of the date such settlement was proposed in writing by the insurer, less coinsurance (if any) and the applicable retention.

### **G. Co-operation**

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The insured will at their own cost (1) render all reasonable assistance to the insurer and co-operate in the defense of any claim and the assertion of indemnification and contribution rights (2) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss under this policy (3) give such information and assistance to the insurer as the insurer may reasonably require to enable it to investigate any loss or determine the insurer's liability under this policy.

#### **8. Subrogation**

If any payment is to be made under this policy in respect of claim, the insurer shall be subrogated to all rights of recovery of the insured whether or not payment has in fact been made and whether or not the insured to pursue and enforce such rights in the name of the insured, who shall provide the insurer with all reasonable assistance and co-operation in doing so, including the execution, of any necessary instruments and papers. The insured shall do nothing to prejudice these rights. Any amount recovered in excess of the insurer's total payment shall be restored to the insured less the cost to the insurer of such recovery. The insurer agrees not to exercise any such rights of recovery against any employee unless the claim is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the employee. In its sole discretion, the insurer may, in writing, waive any of its rights set forth in this Subrogation Clause.

#### **9. Notices**

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to –

- In case of the Insured/Insured Person, at the address specified in the Schedule to this Policy.
- In case of the Company, to the Policy issuing office/nearest office of the Company.

#### **10. Jurisdiction**

The indemnity shall not apply in respect of judgements which are not in first instance delivered by or obtained from a court of competent jurisdiction within India.

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## Transport Operator's Comprehensive Liability Policy (Ocean Cargo)

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed herein subject to limits of indemnity specified in the Schedule to this policy, to compensate the Insured/ Insured Person(s) against any legal liabilities, cost and expenses incurred while pursuing business of international transportation by issuing **Bill of Lading** in respect of:

- Legal or contractual liability to cargo owners, container owners, or actual carriers in respect of loss of and/ or damage to cargo and / or containers.
- Legal or contractual liability to cargo owners in respect of loss of and/ or damage arising from errors / omissions, or delays.
- Legal liability in respect of loss in life, personal injury and for property damage to third parties.

This insurance also indemnifies the insured / insured person(s) against

- Costs and / or Expenses incurred by the assured as enumerated below subject to approval of the insurer
    1. Investigation, defense, mitigation costs and expenses to avoid or minimize liability as covered above
    2. Extra costs and expenses incurred by the Insured / Insured person(s) in sending to the correct destination in case of mis-delivery or mis-direction of cargo
- It is the condition of this insurance that in case if claim falling under item no. (2) above the amount, the amount of claim shall be calculated as under:
- the cost of transporting the cargo from the place of origin to the incorrect destination, (plus)
  - the cost of transporting the cargo from the incorrect destination to the correct destination, (less)
  - the freight and other charges paid to the insured for the transportation of cargo direct to the correct destination.
3. Extra costs and expenses incurred by the Insured / Insured person(s) in disposing of damage cargo or container.
  4. Extra costs and expenses incurred by the Insured for quarantine, fumigation or disinfection.
  5. In the event of transit by sea, contribution of cargo interest in general average or salvage for which the Insured is liable to ship-owners and is unable to recover from the cargo interest.

### EXCLUSIONS:

The Company shall not be responsible for any liability, costs or expenses:

1. Incurred by the insured caused by wilful misconduct of the following applicant, insured or any other parties who are duly authorized to receive claim money or their agents, including directors, board members and managers thereof.
2. In respect of the insured's interest in vessels, aircrafts, railways, trucks and interest arising from owning, managing, operating and navigating them.

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3. In respect of loss of / damage to properties and equipments owned, leased, operated by the insured excluding containers owned by cargo owners and those received by the insured as FCL cargo.
  4. In respect of death or bodily injury of any person employed by the insured.
  5. In respect of fines, penalties, punitive damages charged by authorities.
  6. In respect of ionizing radiation, contamination by radioactivity, explosion and any other loss or damage caused by toxic and hazardous properties of any type of nuclear materials including nuclear fuel, waste from nuclear combustion, explosive nuclear assembly components thereof.
  7. In respect of pollution
  8. In respect of insolvency of the insured.
  9. In respect of any activities concerning illegal trading.
  10. Company shall not be liable for liability, costs or expenses caused by events, which did not occur during period of insurance. Notwithstanding the above, this company shall be liable for liability and costs/expenses in respect of events, which occurred after the expiry of the period of insurance if relevant Bill of Lading was issued within the period of this insurance.

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**Extensions / Clauses / Endorsements:**

On payment of additional premium, following extension(s) may be opted for by the Insured :

**I. Contingent Liability for Contractors**

This policy is extended to cover the insured's legal liability in respect of acts of employees of their contractors/ sub contractors for which they may be responsible. Provided that the indemnity given is on the condition that:

- It is contingent upon the liability incurred not being covered or indemnified by any insurance of the contractors/subcontractors.
- If any claim submitted is covered by the contractors/subcontractors more specific insurance, then this policy shall not insure the same except only as regards any excess beyond the limit of liability covered by such specific insurance.

**II. Warehousemen's Liability**

This policy is extended to cover the insured's legal liability as owner / operator of the warehouse under insured's Trading Terms and conditions lodged with the company for cargo(es) / goods carrying principally of General and/or Container Cargo while in the care, custody or control of the insured's warehouse and/or appointed warehouse specified in the Schedule.

**III. Contingent Cover**

This policy is extended to provide an indemnity to the insured at its own dissection on condition that the insured's legal liability incurred (contractual or non-contractual) is not covered or indemnified by any insurance of Section (1-5) under this policy.

**ENDORSEMENTS/CLAUSES****➤ IT Clarification Agreement Clause**

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.

**Consequent the following are excluded for the agreement:**

- ❖ 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

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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 substance of property shall be covered.

- ❖ Loss or damage resulting from 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.

➤ **Contracts (Rights of third Parties) Act 2001 Exclusion Clause**

“A person who is not a party to this policy contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.”

➤ **Tenant's Liability Clause**

Notwithstanding anything contained herein to the contract it is hereby declared that outside liability (b) of this policy is extended to indemnify the insured against liability at law in respect of accidental damage to the premises occupied by them as tenants for the purpose of the business.

## **GENERAL CONDITIONS**

### **1. Duty of Insured**

A. It is a condition precedent to the liability of the company hereunder:

- That during currency of this policy the insured continuously trades under the conditions approved by the company.
- That he insured shall take all reasonable steps to ensure that the said conditions are incorporated in all contracts entered into by the insured / insured person(s). If a claim arises in respect of a into which the insured failed to incorporate the above mentioned conditions, the insured's right to be indemnified under this policy in respect of such a claim shall not be prejudiced providing that the insured establishes – (1) that as a general rule the insured has taken all reasonable steps to incorporate the above conditions into contracts but (2) in the case in question the conditions were not incorporated solely as a result of an isolated error of one of their employee.

B. The due observance and fulfilment of the terms provisions, conditions, exceptions and endorsement of this policy 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 proposal shall be conditions precedent to any liability of the company to make any payment under this policy.

C. The insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent accidents and shall take all reasonable steps to maintain all premises furnishing fittings appliances and plant in sound condition. In the event of the discovery of any defect or danger the insured shall forthwith cause such defect or damage to be made good or remedied and in the mean time shall cause such additional precautions to be taken as the circumstances may require.

### **2. Increase in Risks**

The insured shall immediately give to the company, full particulars in writing of any material increase in the risk and shall pay such reasonable additional premium, if any, as may be required by the company.

### **3. Record**

A proper record shall be kept in the books of the insured of all the cargo and/or merchandise whilst in the care, custody and control of the insured and the company is allowed to inspect such books at all items.

### **4. Fraudulent Claims**

If any insured shall give any notice or claim cover for any loss under this policy knowing such notice or claim to be false or fraudulent as regards amounts or otherwise, such loss be excluded from cover the policy, and the insurer shall have the right, in its sole and absolute discretion, to avoid its obligation under the policy shall be forfeited and all premium deemed fully earned and non-refundable.

### **5. 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.

### **6. Cancellation**

The Company may by notice in writing to the Insured under registered letter to his last known address give 30 days notice of their intention to terminate this Policy returning on demand the pro-rata proportion of the premium corresponding to the unexpired Insured Period.

The grounds for cancellation of the policy, for the insurer, can be only on the grounds of misrepresentation, non-disclosure of material facts, fraud or non-co-operation of the insured.

## 7. Claim Procedure

### Claim Intimation

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

- a. Reporting and Lodging of complaint with the local police immediately for the loss due to Terrorism / Burglary / Theft / involvement of any third party / injury or casualty/ malicious act.
- b. Take all reasonable steps within the insured's power to recover / minimize the extent of the loss or damage.
- c. Intimate us as soon as reasonably possible. Notice of claim and registration shall be done at our Toll Free Number: 1800-22-4030 or 1800-200-4030, alternatively you can notify your claim by sending mail to <contactclaims@universalsampo.com>.
- d. While notifying your claim, please share your
  - 1) policy number under which you prefer to lodge your claim,
  - 2) date of loss,
  - 3) place of loss,
  - 4) cause of loss
  - 5) estimate of your loss.
  - 6) Details of contact person with mobile no. and e-mail ID.
- e. Preserve the damaged or defective parts / items / assets and make them available for inspection by an official of the insurance company or surveyor / investigator appointed.
- f. Furnish all such information / proofs and documentary evidence as the surveyor / insurance company may require processing your claim.

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

- a. Insured shall do all possible loss minimization activity to reduce further loss or aggravation of loss.
- b. Insured shall not dispose / throwing away / selling / destroying any of damaged item/salvage before inspection of loss by insurer/surveyor been appointed.
- c. Insured shall furnish all necessary documents/photographs/videos and proof / evidence in relevant to their claim to surveyor / insurance company to establish their loss.
- d. Insured shall not offer promise or assurance to any third party for their loss arising out of this incident.
- e. After receipt of all necessary claim documents, re-instatement bills and payment proofs, claim working with surveyor observation would be shared to insured by surveyor / insurance company for their understanding and concurrence.
- f. Based on the final surveyor report, claim preferred by insured would be processed and concluded for settlement.

- g. Post notification of a claim, Insured would be followed for the basic settlement documents or clarification on the discrepancy observed on the basic settlement documents. In spite of our best effort, if insured fails to respond for the basic details within the defined time limit, the claim preferred by insured would be repudiated as " Loss was not established"

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

- a. Original final survey report from Cargo owner/ Cargo Insurer, if any.
- b. Original Invoice from Cargo Insurer/ Cargo Owner.
- c. Original GR/LR Copy from Cargo Owner / Cargo Insurer.
- d. Legal Notice received from Cargo Owner / Cargo Insurer / Insurer recovery agent.
- e. Agreement / Contact copy of between Cargo Owner & Nissin ABC Logistics Private Limited for the said period, if any.
- f. Letter of subrogation from Cargo Owner.
- g. Monetary claim letter received from Cargo Owner.
- h. Original Damage certificate issued by you.
- i. Copy of settlement letter /discharge voucher from cargo Insurer and Claimant.
- j. Copy of Vehicle's Documents.
- k. Claim Bill along with supporting documents.
- l. Any other documents related to the said incidence (if any).

**Escalation Matrix**

Level 1 - [contactclaims@universalsompo.com](mailto:contactclaims@universalsompo.com)

Level 2 - [grievance@universalsompo.com](mailto:grievance@universalsompo.com)

Level 3 - [gro@universalsompo.com](mailto:gro@universalsompo.com)

**8. Subrogation**

If any payment is to be made under this policy in respect of claim, the insurer shall be subrogated to all rights of recovery of the insured whether or not payment has in fact been made and whether or not the insured to pursue and enforce such rights in the name of the insured, who shall provide the insurer with all reasonable assistance and co-operation in doing so, including the execution, of any necessary instruments and papers. The insured shall do nothing to prejudice these rights. Any amount recovered in excess of the insurer's total payment shall be restored to the insured less the cost to the insurer of such recovery. The insurer agrees not to exercise any such rights of recovery against any employee unless the claim is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the employee. In its sole discretion, the insurer may, in writing, waive any of its rights set forth in this Subrogation Clause.

**9. Notices**

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to –

- In case of the Insured/Insured Person, at the address specified in the Schedule to this Policy.
- In case of the Company, to the Policy issuing office/nearest office of the Company.

**10. Jurisdiction**

The indemnity shall not apply in respect of judgements which are not in first instance delivered by or obtained from a court of competent jurisdiction within India.

## 11. Grievance

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](mailto: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](mailto: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](mailto: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](http://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/>

**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.

Note: Salient features of the Policy with regard to coverage and exclusions are mentioned above. For complete details, please refer to the Policy wordings.

\*Please note that the above only mentions the salient features of the Policy, for complete details please refer to the Policy wordings.

**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, Toll free no: 1800-22-4030/1800-200-4030, IRDAI Reg no: 134, CIN# U66010MH2007PLC166770 E-mail: [contactus@universalsampo.com](mailto:contactus@universalsampo.com), website link [www.universalsampo.com](http://www.universalsampo.com)