

## **COMMERCIAL GENERAL LIABILITY POLICY- RETAIL**

### **PROSPECTUS**

The **Comprehensive General Liability policy** is the ideal policy for organizations that are proactive in their approach towards Liability issues. It is accepted the world over as the complete policy to provide seamless protection to the Insured and covers Third Party Liabilities arising from various business exposures such as those arising from Premises, Products and Completed Operations and Advertising and Personal Injury, thus ensuring complete protection to the insured against Liability issues.

#### Claims/ Occurrence Based

The USGIC's CGL policy is a **right and duty to defend** policy as against the reimbursement policies that are currently being offered in the Indian Market and is designed to satisfy discerning insureds that seek greater comfort level of sympathetic and efficient claims handling ability from their insurers.

Another advantage that the CGL policy has over the current policies of the genre available in the Indian Market is that normally the policy is written with a worldwide jurisdiction, which is a boon for Indian Companies having liability exposures abroad.

#### **What is covered under the Policy?**

The policy is split up into 3 coverages as follows:

**Coverage A:** This covers the damages because of Bodily Injury and Property Damage claims that may be made on the insured.

**Coverage B:** Under this section, the insurance company pays those sums that the Insured becomes legally obligated to pay because of Personal and Advertising Injury liability.

**Coverage C** extends to Medical Payments wherein the insurance company agrees to pay medical expenses up to a particular limit for bodily injury caused by an accident on the premises owned or rented by the insured or because of his operations. These payments are made regardless of fault.

The policy allows you to cover your both- Premises risks as well as Product risks- for truly comprehensive protection, or even your premises risks or your product risks- individually, where desired or applicable.

**Optional Extensions / Clauses:** Insured can choose any of the following optional covers:-

- Pollution risks
- Transportation risks outside insured's premises
- Coverage for Act of God perils
- Valuables under care, control and custody.
- Food and Beverages Extension
- Other facilities such as health clubs, beauty parlors, shops, swimming pools, indoor and outdoor sports
- Aqua sports facilities
- Sky diving, skiing and hang gliding
- Absolute Pollution Exclusion
- Clarification Agreement
- Contracts (Rights of Third Party) Act 2001 Exclusion Clause
- Cyber Risks Exclusion Clause
- Electronic Data Exclusion Clause
- Duty of Disclosure
- Terrorism Damage Exclusion Warranty
- Cover for Valuable Documents
- Alterations and Repairs
- Automatic Addition and Deletion of Insured Locations
- Breach of Conditions
- Breach of Warranties
- Car Park Facilities Endorsement
- Care / Custody / Control Extension Clause
- Cross Liability Clause
- Employee's Personal Effects
- Fire Brigade Water Damage Extension
- Loss Notification Clause
- Misdescription Clause
- Neon/Advertising Signs
- Agreed Bank Clause
- Non-Owned / Hired Vehicles Clause
- Products Exclusion Endorsement

- Social / Recreational Activities
- Sprinkler Leakage Clause
- Tenant's Liability Clause
- Waiver of Subrogation Clause
- Product recall expenses and product recall expense liability endorsement

### **Major Exclusions under the Policy?**

- Expected or intended injury
- Contractual liability
- Workmen's Compensation and such other laws
- Employer's liability
- Pollution
- Mobile equipment
- Aircraft, Auto or Watercraft.
- War
- Damage to insured's property and insured's product.
- Recall of products work or impaired property

### **Who should buy this Policy?**

- Indian companies that have global operations and are thus exposed to legal claims worldwide.
- Foreign companies who have opted for the CGL policy in other jurisdictions and would prefer the same for their Indian operations.
- Exporting companies who would prefer Claim's handling abilities in all major jurisdictions.

### **Claims Procedure**

In case of any Occurrence that may give rise to a claim under your policy, you must:

- a) inform us of this as soon as you can and in any event within 30 days of becoming aware of any such loss or damage. We may, at our sole discretion, condone the delay in notification of claim on merits based on the reason for delay furnished by You to Us in writing.
- b) provide such written documents and information as we may require and, if asked, include verification

of particulars on oath; and

- c) take all steps within your power to minimise the extent of loss, damage or liability.
- d) preserve any property affected and make it available for us or our representatives; and
- e) inform the Police if the loss or damage has been caused by any act purporting to be an offence under the applicable laws; and forward to us every letter, writ, summons and process in relation to your claim as soon as you receive it; and
- f) advise us in writing as soon as you receive notice of any prosecution or inquest that involves you and is relevant to your claim and provide any assistance that we may reasonably require.

## **B) Documentation**

The documents normally required to be submitted in the event of a claim are :

- 1) Detailed version about the incident/ loss experienced/caused: injury / death / property damage including all available information on victims as well as estimated quantum of liability
- 2) Steps taken by the insured to mitigate the loss
- 3) Any evidence in support of claim/ Details of other insurance
- 4) FIR / Investigation Report of police/ Press Reports
- 5) All notices / summons/court decree/order/verdict from the court
- 6) Proof of compensation incurred by the insured to third party
- 7) Pollution Control Board Report/Post Mortem Report / Medical Certificate/ Weather (meteorological) report
- 8) Consumer Action Group / Society / Group Representation / Report
- 9) Details of claims, if any, preferred by the affected party / insured for the same loss from any other source.

The above requirement is indicative and the exact requirement can be defined as per the merits of the reported claim

## **Grievances**

If You have any grievance about any matter relating to the policy, or Our decision on any matter, or Our decision about Your claim, You can pursue Your grievance with

### **1. Our Grievance Redressal Officer**

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

#### **Grievance cell,**

Universal Sampo General Insurance Co.Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Cloud City Campus; Gut no 31, Mouje Elthan, Thane Belapur Road, Airoli, Navi Mumbai – 400708

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Emails – [grievance@universalsompo.com](mailto:grievance@universalsompo.com)
  - Designated Grievance Officer in each branch.
  - Company Website – [www.universalsompo.com](http://www.universalsompo.com)
2. The Consumer Affairs Department of IRDAI—You can register Your grievance on IRDAI's Integrated Grievance Management System (IGMS),
  3. The Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any, or
  4. The Consumer Protection Forum or the Court.
  5. You can find more details about Insurance Ombudsmen at [www.irdai.gov.in](http://www.irdai.gov.in).

### Contact Details

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

### **INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates**

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

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

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