

UNIVERSAL SOMPO – CONTRACTUAL LIABILITY POLICY WORDING

1. PREAMBLE

1.A - Preamble

This policy is a contract of insurance between You and Universal Sompo General Insurance Company (hereinafter called the 'Company') and contains all the details of the cover that we provide.

Your policy comprises:

- The preamble [the current part] which introduces the policy document, describes the structure of the document and sets the general rules;
- The policy wording which lists and details the available coverage, benefits, claims and grievance redressal procedure, exclusions and other terms and conditions of cover;
- The proposal, which is the information You provide to us and which forms the basis for this insurance cover;
- The policy schedule a separate document customized for you showing the cover details
 opted for by You and offered by Us to You. It is to be noted that the schedule may
 amend the policy and only those Parts shown as covered in your schedule are insured;
- Any other written alteration otherwise issued by us in writing (such as an endorsement) that varies or modifies the above documents.

1.B - Policy Period

The policy period shall be of 1/2/3 years starting from the date of commencement of policy.

1.C - Payment of Premium

Premium for the policy must be paid in full in advance. We will assume risk and the cover will incept not earlier than the date of payment of full premium.

2. POLICY WORDING

2.A - OPERATIVE CLAUSE

The Company shall indemnity towards the coverage mentioned in the policy schedule subject to the terms, exclusions, conditions [including deductibles and excess], and definitions contained herein. The maximum liability of the Company under all such Claims during each Policy Year shall be the Sum Insured opted for and specified in the Schedule.



2.B - DEFINITIONS

Definitions of **all the covers** along with those of key associated terms are given below. When used in this Policy, the Policy Schedule and Endorsements, they will always carry **such specific meanings** as in the following definitions.

Where **the context so requires**, references to the singular shall also include references to the plural and references to any gender shall include references to all genders.

- Business means the business of the Insured specified in the Schedule.
- Contract means written contract signed between You and the Third Party.
- Contract Period means Period mentioned in the Contract during which Contract remains valid.
- Deductible means, unless stated otherwise in this policy, the amount stated in the Schedule
 which is first deducted from a claim covered by this policy. You must pay the deductible
 amount before any claim amount is paid.
- **Employee** means person engaged by you under a contract of service or apprenticeship. This includes both statutory and common law employees.
- **Financial Loss** means Loss caused to Third party on account of the Occurrence and which may not accompanied by or is a result of bodily injury, personal injury or property damage.
- Limit of Indemnity means maximum amount we will pay under the policy as specified in the Schedule for all Claims made against You during the Policy Period.
- Occurrence means incidence or event that is precisely mentioned in Your contract with Third Party that may result into a Third-Party Claim against You.
- **Policy Period** means the period between the effective date and the expiry date shown in the Schedule both days inclusive.
- Policy means the proposal, the Schedule including its annexure, this Policy document, and any
 endorsement attaching to or forming part hereof, either at inception or during the Policy
 Period.
- Policy Schedule means the document which mentions the premium amount, insured details, contract details, Policy Period, Deductible, Limit of liability.
- Pollution means and includes pollution or contamination by solids, liquids, gaseous or thermal
 irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear
 material, chemical or wastematerials (including but not limited to any materials to be recycled,
 reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material
 property.
- **Personal Injury** means bodily injury, death, sickness, disease suffered by the Third Party resulting from an Occurrence.
- Product means anything that you have (or are deemed to have) manufactured, grown, extracted, produced, processed, sold, supplied, distributed, repaired, serviced, treated, installed, assembled, erected, or constructed in the course of the Contract. This includes any packaging and containers. However, none of these things is deemed to be a Product until after it has left your physical custody and legal control.



- **Property Loss** means actual physical loss of or damage to tangible material property belonging to a third partyresulting from an Occurrence.
- Company/Us/We means Universal Sompo General Insurance Company.
- Insured/You/Your means the person(s) / entity(ies) named as Insured in the Schedule.

2.C - COVERAGE

We will indemnify you up to the Limit of Indemnity shown in the Schedule for all sums that you become legally liable to pay under Contract as Compensation for "Personal Injury" and/or "Property Loss" and/or "financial loss" caused to Third Party that:

- a. results from an Occurrence precisely mentioned in Your Contract but which does not arise from a Product; and
- b. happens in connection with the business shown in the Policy Schedule within the Territorial Limit during the Period of Contract in accordance with the terms of this Policy.

Other Costs:

Within the Limit of Indemnity, together with the compensation referred to the above Coverage, we will indemnify You for:

- a) Legal Costs incurred in relation to a claim covered by this policy. You must obtain our prior written consent before incurring any legal defense costs.
- b) The cost of temporary repairs to prevent any immediate threat of Property Loss or Personal Injury or financial loss, the liability for which would otherwise be indemnifiable under this policy.

2.D - PROVISION

Reinstatement of Sum Insured: The insurance cover will be maintained to the full extent of the respective sums insured at all times during the policy period of this policy in consideration of which, upon the settlement of any loss under this policy, pro-rata premium at the policy rate for the unexpired period for the amount of such loss paid (not exceeding the respective sum insured) shall be payable by You to Us. The additional premium referred to above shall be deducted from the net claim amount payable under the policy. Provided that Our liability will be limited to once the respective Sum Insured during the entire policy period in respect of any loss or damage.

2.E - GENERAL EXCLUSIONS APPLICABLE TO THE POLICY

1. This policy does not cover any liability arising on account of an occurrence which is prior to or beyond the Period of Contract mentioned in your Policy Schedule.

2. Liability:

- a) Liability more specifically insured elsewhere
- b) Liability arising out of Asbestosis or any matter related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.



3. This policy does not cover liability connected in any way with blasting operations or the handling or use of explosives.

4. Consequential Losses:

Loss by delay, loss of market, lack of your performance of work under Contract, loss of goodwill and / or any other consequential or indirect loss unless otherwise specifically covered.

5. Radioactive Contamination

Any loss, damage or legal liability directly or indirectly caused by:

- (a) ionising radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or
- (b) the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

6. War Risks:

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.

War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

- 7. This policy does not cover liability arising out of your giving or failing to give any professional advice in consideration for a fee nor does it cover liability arising out of any error or omission in any such advice.
- 8. This policy does not cover liability arising directly or indirectly out of:
 - a) any design, plan, specification, formula or pattern that you provide for a fee; or
 - b) any error or omission associated with any such design, plan, specification, formula or pattern;
- 9. Legal Liability in Tort: This policy does not cover any legal liability unless:
 - a) you have expressly assumed it in Contract; and
 - b) the liability would not have attached in the absence of that Contract.
 - c) your failure to comply with any design or specification supplied to you.
- 10. This policy does not cover liability for any:
 - a) aggravated or exemplary damages irrespective of whether agreed in the Contract and/or that may beawarded by any Court of Law;
 - b) any fine; or
 - c) any liquidated damages or other penalty imposed under the terms of Contract, or any warranty oragreement.

11. Pollution and/or Contamination:

Loss, destruction, or damage caused to the insured property by pollution or contamination excluding:

- a) Pollution or contamination which itself results from a peril hereby insured against
- b) Any peril hereby insured against which itself results from pollution or contamination.



12. Breach of Contract

This policy does not cover Breach of Contract where:

- a) liability is incurred through your failure to arrange or maintain an insurance required by any law or statute; or
- b) liability arising on account of violation of any legal and/or regulatory provision; or
- c) liability which is covered by any of the policies listed in the proposal form or elsewhere in the information you provided to us; or
- d) any liability that would have been recoverable from another party but for your release, waiver or limitation of that liability. However, this exclusion does not apply to any such waiver or limitation that is required by Contract.

13. Wilful Act:

Loss or damage caused by or arising out of wilful act of the insured or any person acting on his/her behalf including circumstance, fact or matter you are or ought to be reasonably aware prior to the commencement of this contract.

- 14. This policy does not cover liability arising as a consequence of "Personal Injury" and/or "Property Loss" and/or "financial loss" indemnifiable under this policy.
- 15. This policy does not cover liability arising due to:
 - a) any component part or individual item of property which is the subject of the Contract and which is defective in design, plan, specification materials or workmanship; or
 - b) such property lost or damage to enable replacement, repair or rectification of the otherwise undamaged property excluded by a) above.

Note: Clause (a) above shall not apply to other parts or items of property which are the subject of the Contractand which are free from defect but are damaged in consequence thereof. For the purpose of the policy and not merely this exclusion, property which is the subject of the Contract shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the property or any part thereof.

16. This policy does not cover:

- a) liability for Personal Injury to any Employee arising directly or indirectly out of the Employee's employment in the Contract except that this exclusion shall not apply to the liability of another for such Personal Injury where you have assumed that liability under Contract; or
- b) any claim arising under Employee's compensation legislation or under any industrial award or agreement or determination; or
- any claim that is or would be within the scope of any insurance cover mandated under any applicablelaw/regulation, irrespective of whether such insurance cover was maintained or not; or
- d) any claim connected with an Employee's contract of employment.
- 17. This policy does not cover liability caused by or arising from your Internet Operations. 'Internet Operations' means any of the following:
 - a) the use of any electronic mail system by you or by anyone else at your order or with your consent; or
 - b) access through your network to the World Wide Web or a public Internet site by You or by anyone else atyour order or with your consent; or
 - c) access to your internal company information and computing resources that is made available through the World Wide Web; or the operation and maintenance of your web site.



18. Property in Care, Custody or Control

This policy does not cover liability for any property in your care, custody or control arising out of Property Loss: a. caused to the part of that property by work that you have done on that part; or b. to any property owned by any of your relatives or by anyone who normally resides with you.

19. Any loss arising out of act of Terrorism.

2.F - GENERAL CONDITIONS APPLICABLE TO THE POLICY

1. Notice:

Every notice and communication to us required by or in respect of this policy shall be in writing.

2. Mis-description:

This Policy shall be void and premium paid shall be forfeited in the event of mis-representation, mis-description or non-disclosure of any materials facts by you or your representative.

3. Admission of Liability

Unless you have obtained our prior written consent, neither You nor any of your Employees, agents or othersacting on your behalf may:

- a) admit liability, fault or guilt in connection with any Occurrence; or
- b) do anything that might be seen as an admission of liability, fault or guilt unless permissible in law; or
- c) settle any third-party claim, even though it may be within the amount of the Deductible.

4. Alteration of Risk:

The cover afforded under this policy shall be suspended and no payment shall be made hereunder if:

- a) You carry on any business at the insured premises other than the business stated in the proposal.
- b) There are any material changes in the facts and matters stated in the proposal
- c) The ownership of the stocks/contents passes from you to any other person or entity otherwise than by the operation of the law of succession as applicable.

5. Fraud:

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under the policy or if loss or damage be occasioned by the willful act or with your connivance, all benefits under this policy shall be forfeited.

6. You must allow us or our representative to inspect any Contract documents and to audit any financial or other records relevant to this insurance at any reasonable time.



7. Geographical Limits:

The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this policy shall be settled in Indian Rupees only.

8. Subrogation:

You shall at our expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or obtaining relief or indemnify from the other parties to which we shall be or would become entitled or subrogated upon our paying or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after we indemnify your loss or damage.

9. 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.

10. Disclaimer Clause:

If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

11. Cancellation:

- 1. The Policy may be cancelled at any time by giving 15 days' notice by means of registered letter or email from the Company to the Insured's last known address or email and in such event the Company will refund pro rata premium for the unexpired period of the Policy.
- In case of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the Insured, the Insurer reserves the right to cancel the Policy and is not obliged to refund the premium already paid under the policy.
- 3. The Policy may also be cancelled by the Insured by giving 15 days' notice in writing to the Company in which event the Company shall cancel the Policy and refund the premium at on Short period scale as per table given below.

Table of Short Period Scales		
Policy Period Required	% of Annual Rate	
Not exceeding 1 week	10 % of Annual Rate	
Not exceeding 1 month	25 % of Annual Rate	
Not exceeding 2 months	35 % of Annual Rate	
Not exceeding 3 months	50 % of Annual Rate	
Not exceeding 4 months	60 % of Annual Rate	
Not exceeding 6 months	75 % of Annual Rate	



Not exceeding 8 months	85 % of Annual Rate
Exceeding 8 months	Full Annual Rate

12. A) 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. Duly completed Claim form
- 2. Estimate of loss
- 3. Invoice/Bills/Receipts
- 4. Any other details/documents called for a specific loss

13. Non-Disclosure:

The Company reserves the right to cancel the policy/repudiate any claim/seek legal recourse on account of any non-disclosure (partial or full)/fraudulent disclosure, misrepresentations of information/facts made at proposal/claim stage in accordance with provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.

14. Renewal

We agree to renew the policy on payment of renewal premium. However, we may exercise our option not to renew the policy on grounds of fraud, misrepresentation, or suppression of any material fact either at the time of taking the policy or any time during the currency of the earlier policies or bad moral hazard.

2.G - GRIEVANCE REDRESSAL PROCEDURE

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:

Our Grievance Redressal Officer



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

Universal Sompo General Insurance Co. Ltd, Unit No- 601 & 602 A Wing, 6th Floor, Reliable Tech Park, Cloud City Campus; Thane- Belapur Road, Airoli- 400708

Website: www.universalsompo.com

Toll free: 1 - 800 - 224030 (For MTNL/BSNL Users) or 1 - 800 - 2004030

E-mail: contactus@universalsompo.com

You may also approach the grievance cell at any of the company's branches with the details of grievance.

If you are not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at grievance@universalsompo.com

For updated details of grievance officer, kindly refer the link www.universalsompo.com

Grievance may also be lodged at IRDAI Integrated Grievance Management System - https://ecoi.co.in/

1. Consumer Affairs Department of IRDAI

- a) In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an e-mail to complaints@irdai.gov.in. You can also make use of IRDAI's online portal Integrated Grievance Management System (IGMS) by registering Your complaint at igms.irda.gov.in.
- b) You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.
- c) You can visit the portal http://www.policyholder.gov.in for more details.

2. 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 www.generalinsurancecouncil.org.in, the Consumer Education Website of the IRDAI at https://www.policyholder.gov.in, or from any of Our Offices.

IRDAI Integrated Grievance Management System - https://cioins.co.in/

The contact details of the Insurance Ombudsman offices are as below-

Office Details	Jurisdiction of Office
	Union Territory, District)

Policy Wording — Universal Sompo — Contractual Liability Product UIN: IRDAN134CP0008V01202122



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Policy Wording — Universal Sompo — Contractual Liability Product UIN: IRDAN134CP0008V01202122



Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet,	PuducherryTown and Karaikal (which are part of Puducherry).
CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664	
Email: bimalokpal.chennai@cioins.co.in	
DELHI - Shri Sudhir Krishna	Delhi &
Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi — 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI -	Assam,
Office of the Insurance Ombudsman,	Meghalaya,
Jeevan Nivesh, 5th Floor,	Manipur,
Nr. Panbazar over bridge, S.S. Road,	Mizoram,
Guwahati – 781001(ASSAM).	Arunachal Pradesh,
Tel.: 0361 - 2632204 / 2602205	Nagaland and Tripura.
Email: bimalokpal.guwahati@cioins.co.in	
HYDERABAD -	Andhra Pradesh,
Office of the Insurance Ombudsman,	Telangana,
6-2-46, 1st floor, "Moin Court",	Yanam and
Lane Opp. Saleem Function Palace,	part of Union Territory of Puducherry.
A. C. Guards, Lakdi-Ka-Pool,	
Hyderabad - 500 004.	
Tel.: 040 - 23312122	
Fax: 040 - 23376599	
Email: bimalokpal.hyderabad@cioins.co.in	
JAIPUR -	
Office of the Insurance Ombudsman,	
Jeevan Nidhi – II Bldg., Gr. Floor,	
Bhawani Singh Marg,	Rajasthan.
Jaipur - 302 005. Tel.: 0141 - 2740363	
Email: bimalokpal.jaipur@cioins.co.in	
ERNAKULAM - Ms. Poonam Bodra	Kerala,
Office of the Insurance Ombudsman,	Lakshadweep,
2nd Floor, Pulinat Bldg.,	Mahe-a part of Union Territory of Puducherry.
Opp. Cochin Shipyard, M. G. Road,	,
Ernakulam - 682 015.	
Tel.: 0484 - 2358759 / 2359338	

Policy Wording — Universal Sompo — Contractual Liability Product UIN: IRDAN134CP0008V01202122



Fax: 0484 - 2359336	
Email: bimalokpal.ernakulam@cioins.co.in KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW -Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratgani, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI - Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe,	Goa, Mumbai Metropolitan Region excluding Navi Mumbai &
S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Thane.
NOIDA - Shri Chandra Shekhar Prasad	State of Uttaranchal and the following Districts of Uttar Pradesh:

Policy Wording — Universal Sompo — Contractual Liability Product UIN: IRDAN134CP0008V01202122



Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in

Agra, Aligarh, Bagpat,
Bareilly, Bijnor, Budaun,
Bulandshehar, Etah, Kanooj,
Mainpuri, Mathura, Meerut,
Moradabad,
Muzaffarnagar, Oraiyya,
Pilibhit, Etawah,
Farrukhabad, Firozbad,
Gautambodhanagar,
Ghaziabad, Hardoi,
Shahjahanpur, Hapur,
Shamli, Rampur, Kashganj,
Sambhal, Amroha, Hathras,
Kanshiramnagar,
Saharanpur.

PATNA - Shri N. K. Singh

Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Bihar, Jharkhand.

Email: bimalokpal.patna@cioins.co.in

PUNE - Shri Vinay Sah

Office of the Insurance Ombudsman,

Jeevan Darshan Bldg., 3rd Floor,

C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune — 411 030. Tel.: 020-41312555

Email: bimalokpal.pune@cioins.co.in

Maharashtra,
Area of Navi Mumbai and
Thane
excluding Mumbai
Metropolitan Region.
