

UNIVERSAL SOMPO – CONTRACTUAL LIABILITY

PROSPECTUS

A. Coverage

We will indemnify the Insured up to the Limit of Indemnity opted for all sums that Insured 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 the Insured for:

- a) Legal Costs incurred in relation to a claim covered by this policy. Insured 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.

B. Sum Insured

It is the aggregate amount of each Contract covered in the Policy which is our maximum liability that We will pay.

Minimum sum insured required is 5 Cr.

C. Reinstatement of Sum Insured

There is an option to opt for Reinstatement of Sum Insured. We will deduct proportionate premium on claim amount payable to maintain sum insured to its full extent.

Our liability will be limited to once the respective Sum Insured during the entire policy period.

D. Policy Tenure

Policy can be purchased for tenure of 1/2/3 years and contract can also be of duration of up to 3 years depending on the need. Risk in respect of each contract must start within the policy period.

E. General Exclusions

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 be awarded 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 or agreement.

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 (i) above shall not apply to other parts or items of property which are the subject of the Contract and 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
- c) any claim that is or would be within the scope of any insurance cover mandated under any applicable law/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 at your 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.

F. General Conditions

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 material 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 others acting 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. 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.
2. 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

10. 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

11. 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.

12. 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.

Grievance

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
- Designated Grievance Officer in each branch.

- Company Website – 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.ecoi.co.in or www.irdai.gov.in.

Contact Details

- **Website:** www.universalsompo.com
- **Toll Free Numbers:** 1800-22-4030, 1800-200-4030
- **Landline Numbers:** (022)-39635200 (Chargeable)
- **E-mail :** 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.