

PUBLIC LIABILITY ACT INSURANCE POLICY- RETAIL

PROSPECTUS

Introduction

In terms of Public Liability Insurance Act, 1991, all “owners” “handling” “hazardous substances” are compulsorily required to take an insurance policy to the extent as laid down in the Act.

“Owners” means persons owning or having control over handling of hazardous substances at the time of accident.

“Handling” means manufacturing, processing, treatment, packaging, storing, transportation, use, collection, destruction, conversion, offering for sales, transfer or any similar form of dealing with hazardous substances.

“Hazardous Substances” means the items listed and grouped under Public Liability Insurance Act, 1991 and the Rules framed thereunder.

Kindly refer to the Public Liability Insurance Act, 1991 for the statutory requirements and complete definitions.

Scope of Cover

This Insurance Policy broadly covers the Owner’s statutory liability on no-fault principle for death or injury to any person or damage to property resulting from an accident while handling any hazardous substance

Significant Exclusions

This Insurance Policy does not cover liability arising out of willful or intentional non-compliance of any statutory provisions, in respect of fines and penalties.

Sum Insured

(a) Public Liability Insurance Act, 1991 (the Act) provides that the Indemnity limit for Any One Accident should not be less than the paid-up capital of the undertaking and not more than the amount, as may be prescribed by rules framed under the Act. The rule currently stipulates that Insurer is liable to pay not more than Rs 50 Million for any one accident and not more than Rs 150 Million for any one-year

(b) Any One Year Limit will be three times the Any One Accident limit

Premium

Premium Rating depends on two factors:

- i) Limit of indemnity selected
- ii) Annual Turnover (Gross Sales of all goods including all levies and taxes)

Matching amount is to be contributed towards Environment Relief Fund

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 a period of 30 calendar 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

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@universalsampo.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.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 table 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.