

PUBLIC LIABILITY (INDUSTRIAL & STORAGE RISK) INSURANCE POLICY PROSPECTUS

This policy will indemnify the insured against their legal liability to pay compensation including claimant's costs, fees and expenses anywhere in India, in accordance with the Indian Law.

What does this Policy cover?

This Policy will indemnify the Insured in excess of the Insured's Deductibles and subject to the limit of indemnity, against its legal liability (including Defence Costs) to pay Damages for third party Civil Claims arising out of Bodily Injuries and / or Property damage :

- caused by an accident in the premises and
- in the course of the business and
- during the Period of Insurance if notified during the policy period by the Insured in accordance with the terms of the policy.

Optional Covers

1. Pollution Cover
2. Endorsement to cover liability arising out of transport
3. Cover For Storage Risks Viz. Depots, Warehouses, Godowns, Tank Farms Etc
4. Cover For Acts Of God
5. Coverage of Discharge of Treated Effluents through Pipelines
6. Inclusion Of Technical Collaborators Liability
7. Industrial Seepage, Pollution and Contamination
8. Cover for Multiple Units

ENDORSEMENT AND CLAUSES

1. Absolute Pollution Exclusion
2. Asbestos Exclusion Clause
3. Clarification Agreement
4. Contracts (Rights of Third Party) Act 2001 Exclusion Clause
5. Cyber Risks Exclusion Clause
6. Duty Of Disclosure
7. Electronic Date Exclusion Clause
8. Terrorism Damage Exclusion Warranty

9. Cover for Valuable Documents
10. Alterations and Repairs
11. Automatic Addition and Deletion of Insured Locations
12. Breach of Conditions
13. Breach of Warranties
14. Car Park Facilities Endorsement
15. Care / Custody / Control Extension Clause
16. Commercial Visits Worldwide Extension Clause
17. Contingent Liability Coverage for Contractors / Sub-contractors
18. Cross Liability Clause
19. Employee Training
20. Employee's Personal Effects
21. Errors and Omission Clause
22. Fire Brigade Water Damage Extension
23. Food and Beverage Extension
24. Loading and Unloading Clause
25. Loss Notification Clause
26. Misdescription Clause
27. Neon/Advertising Signs
28. Agreed Bank Clause
29. Non-Invalidation Clause
30. Non-Owned / Hired Vehicles Clause
31. Products Exclusion Endorsement
32. Social / Recreational Activities
33. Sprinkler Leakage Clause
34. Tenant's Liability Clause
35. Vehicle Load Clause
36. Vibration / Removal or Weakening of Support Endorsement
37. Waiver of Subrogation Clause

Exclusions

This Policy does not cover liability

1. Assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
2. Arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
3. Arising out of deliberate, willful or intentional non-compliance of any statutory provision.
4. arising out of Insured's consequential loss of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or claims arising out of loss of a pure financial nature such as loss of goodwill.
5. (a) arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation etc. and mental injury, anguish, or shock resulting there from;
(b) Infringement of plans, copy-right, patent, trade name, trade mark, or registered design;
6. arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
7. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalization or requisition of or damage to property by or under the order of government or public local authority.
8. directly or indirectly caused by or contributed to by:
 - (a) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

This Policy does not cover liability for claims arising out of;
9. the ownership, possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following:
 - (a) claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
 - (b) claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
 - (c) claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
 - (d) claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.

10. Transportation of materials and/or hazardous/dangerous substances outside Insured's premises unless specifically covered.
11. The ownership, possession or use by or on behalf of the Insured of any aircraft, spacecraft, watercraft or hovercraft.
12. damage to property owned, leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than the
 - (a) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).
 - (b) Employees' and visitors' clothing and personal effects.
 - (c) Premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.
13. Injury and/or damage occurring prior to the Retroactive Date stated in the Schedule.
Provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company cannot agree when the injury or damage occurred, then
 - (a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury;
 - (b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.
14. The deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
15. injury to any person under a contract of employment or apprenticeship with the Insured, or the Insured's contractors and sub-contractors, when such Injury arises out of the execution of such contract.
16. any accident(s) in respect of which Relief would be under the Public Liability Insurance Act 1991, any amendment that may come into force after the issue of this policy, or any other Statute or law which attaches liability on a no fault basis.
17. Liability more specifically insured elsewhere.
18. Any claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal.
19. Any claim made, threatened or intimated against the Insured prior to the Policy Period.
20. any claim directly or indirectly arising out of, or in any way involving any fact or circumstances of which written notice has been given, or ought reasonably to have been given, under any previous policy (whether insured by the Company or not); or of which the Insured first become aware prior to the Period

of Insurance and which the Insured knew or ought reasonably to have known had the potential to give rise to a claim.

21. liability in respect of loss or damage to property:

(a) belonging to the Insured

(b) being that part of any property on which the Insured or any servant or agent of the Insured is or has been working if that loss or damage results directly from such work

22. Liability in respect of injury or damage caused by or in conjunction with the bursting of any steam boiler or other pressure vessel designed to operate under steam belonging to or under the control of the Insured.

23. liability in respect of or arising from damage to any land or property or building caused by vibration or by the removal or weakening of support

24. liability in respect of injury or damage caused by or in connection with or arising from accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring.

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
 - 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 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.