

PUBLIC LIABILITY INSURANCE POLICY (NON-INDUSTRIAL) - RETAIL PROSPECTUS

Scope of Cover

This Policy broadly covers Legal Liability of the Insured towards damages to Third Party in respect of accidental death or bodily injury or disease and loss or damage to property arising out of such accidents. It also covers legal costs and expenses incurred with prior consent of the Insurer and within the limit of the indemnity.

Optional Covers & Clauses

1. Sudden And Accidental Pollution
2. Clarification Agreement
3. Contracts (Rights Of Third Parties) Act 2001 Exclusion Clause
4. Cyber Risks Exclusions Clause (Nma2915)
5. Duty Of Disclosure
6. Electronic Date Exclusion Clause
7. Terrorism Damage Exclusion Warranty
8. Cover For Valuable Documents
9. Alterations And Repairs
10. Automatic Addition And Deletion Of Insured Locations
11. Breach Of Conditions
12. Breach Of Warranties
13. Car Park Facilities Endorsement
14. Care / Custody / Control Extension Clause
15. Cross Liability Clause
16. Employees' Personal Effects
17. Fire Brigade Water Damage Extension
18. Food And Beverage Extension
19. Loss Notification Clause
20. Misdescription Clause
21. Neon/Advertising Signs
22. Agreed Bank Clause
23. Non-Owned/Hired Vehicles Clause
24. Products Exclusion Endorsement
25. School, Educational Institutes And Public Libraries Endorsement
26. Social/Recreational Activities
27. Sprinkler Leakage Clause
28. Tenant's Liability Clause
29. Waiver Of Subrogation Clause
30. School, Educational Institutes And Public Libraries Endorsement
31. Cover For Acts Of God
32. Other Facilities Such As Health Clubs, Beauty Parlors, Shops, Swimming Pools, Indoor And Outdoor Sports
33. Aqua Sports Facilities, Skydiving, Skiing And Hang Gliding
34. Lift Liability

Main Exclusions

This Policy does not cover liability arising out of or in connection with pollution, any product, personal injuries such as libel, slander, fines, penalties and punitive or exemplary damages and transportation of materials.

Sum Insured

Depending on exposure, Proposer has to fix two limits of indemnity under the policy

- Any One Accident (AOA)
- Any One Year (AOY)

AOA and AOY can be in the ratio of 1:1, 1:2, 1:3 or 1:4.

It is not permissible to issue policy with unlimited liability.

Premium

Premium chargeable depends on risk group, limits of indemnity selected, ratio of indemnity limits, number of locations and annual turnover.

Claims Procedure

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

- 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.
- provide such written documents and information as we may require and, if asked, include verification of particulars on oath; and
- take all steps within your power to minimise the extent of loss, damage or liability.
- preserve any property affected and make it available for us or our representatives; and
- 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
- 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