

# PUBLIC LIABILITY INSURANCE POLICY (NON-INDUSTRIAL) 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.

## **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.

## **Optional Extensions**

#### **Endorsements:**

- 1. Clarification Agreement
- 2. Contracts (Rights of Third Party) Act 2001 Exclusion Clause
- 3. Cyber Risks Exclusion Clause
- 4. Duty of Disclosure
- 5. Electronic Date Exclusion Clause
- 6. Terrorism Damage Exclusion Warranty
- 7. Alterations and Repairs
- 8. Breach of Conditions
- 9. Breach of Warranties
- 10. Cross Liability Clause
- 11. Fire Brigade Water Damage
- 12. Loss Notification Clause
- 13. Misdescription Clause
- 14. Agreed Bank Clause
- 15. Products Exclusion Endorsement
- 16. School, Educational Institutions and Libraries

## **Add-on covers**

- 1. Care / Custody / Control Extension Clause
- 2. Food and Beverages Extension
- 3. Act of God perils
- 4. Other facilities such as health clubs, beauty parlors, shops, swimming pools, indoor and outdoor sports



- 5. Aqua Sports facilities, Skydiving, Skiing and Hang Gliding
- 6. Sudden and Accidental Pollution
- 7. Cover for Valuable Documents
- 8. Employee's Personal Effects
- 9. Lift Liability
- 10. Automatic Addition and Deletion of Insured Locations
- 11. Car Park Facilities Endorsement
- 12. Neon/Advertising Signs
- 13. Non-Owned / Hired Vehicles Clause
- 14. Social / Recreational Activities
- 15. Sprinkler Leakage Clause
- 16. Tenant's Liability Clause
- 17. Waiver of Subrogation Clause

## **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:

- 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.

Prospectus-Public Liability Insurance Policy (Non-Industrial)
UIN No. IRDAN134CP0219V01202122



### **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

Any other details/documents called for a specific loss

#### 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 Sompo 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 <u>grievance@universalsompo.com</u>
- Designated Grievance Officer in each branch.
- Company Website <u>www.universalsompo.com</u>
- 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: <u>contactus@universalsompo.com</u>

• **Courier**: 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

#### **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.