

## **PUBLIC LIABILITY (INDUSTRIAL & STORAGE RISK) INSURANCE POLICY 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.

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.

### **Extent of Insurance 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:-

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

### **Sum Insured**

1. Any One Accident (AOA): This is the maximum amount payable under the Policy for each accident.
2. Any One Year (AOY): This is the maximum amount payable under the Policy for any one year and is expressed in ratios such as 1:1 or 1:2 or 1:3 or 1:4.in relation to AOA defined above

### **Eligible for Insurance : Who can take the policy?**

This insurance applies to all manufacturing, industrial and storage risk such as a factory, godowns, depots etc

## Eligible Discounts

Insured will be eligible for maximum discounts on premium. Criteria for such discount may include but not limited to the following:

### Rating Factors:

1. Litigation in the past 3 years
2. Work permit system adopted by the entity
3. Business experience
4. Housekeeping and Maintenance
5. Management attitude towards risk management
6. Type of Construction
7. Nature of Business Activities / Type of Storage (classified by Risk Group)
8. Limit of Indemnity (Any one accident / Any one year)
9. Size of Turnover
10. Past Claims Experience

## Optional Extensions:

### Add On Covers

#### 1. Pollution Cover

Policies shall not include cover for pollution risks unless otherwise specifically included by endorsement and additional premium payable thereof.

Pollution Cover, wherever opted, shall be subject to the following conditions:

- a. The Insured shall submit additional information as per questionnaire appended to the Proposal Form.
- b. The Insured shall furnish a Certificate/consent letter from the Pollution Control Board granting permission to carry on their activities.

However, if the Insured have approached the Authorities concerned for issuance of or renewal of consent orders and if the Insurance Company is satisfied that the Insured have complied with the necessary statutory regulations for enabling the Authorities concerned to issue such certificates, the Pollution Extension Cover may be granted, subject to Inspection of the risk by the Company's Engineer and his recommendation.

## 2. Transportation Cover

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium Rs.-----, it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the Insured for death or bodily injury or loss of or damage to or loss of use of property arising out of accident directly caused by materials/dangerous or hazardous substances as per list submitted to the company whilst being transported by rail/road/pipeline and claims made during the policy period subject to limit of indemnity not exceeding the following which shall form part of the overall limit of indemnity as mentioned in the Schedule of the Policy.

Any One Accident : Rs .....

Aggregate during the Policy Period : Rs .....

It is expressly agreed and understood that the cover granted under the endorsement shall not include pollution risk, howsoever caused unless specifically covered by attaching an appropriate clause.

Provided always that the statutory provisions as may be in force from time to time for carriage of dangerous/hazardous substances are complied with.

Also provided always that all other terms, conditions, provisos and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

## 3. Cover for storage risks viz depots, warehouses, godowns, tank farms etc

If only Depots, Warehouses, Storage Godowns, Tank Farms etc. are to be covered, premium shall be charged as prescribed in Rating Schedule of this Manual.

The turnover for the purpose of Premium rating shall be taken as per the total gross value of the goods stored inclusive of all taxes, levies etc. in the Depots, Warehouses, Storage godowns, Tank Farms etc. during the previous year or the projection for the current year whichever is higher.

However, this cover cannot be granted if the Depots, Warehouses etc. are of multiple occupancy.

4. **Coverage for Act of God perils**

This policy is extended to cover the loss or damage to third party (public) directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood, Inundation, Subsidence and Landslide including Rockslide and Earthquake (Fire and Shock).

This is subject to appropriate premium being paid.

5. **Industrial Seepage, Pollution and Contamination**

This insurance does not cover any Liability for :

- a. Death or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for death or bodily injury or loss of physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening which takes place in its entirety at a specific time and place during the Policy period.
- b. The reasonable cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening which takes place in its entirety at a specific time and place during the Policy period whether a claim has been made or not against the insured.
- c. Fines, penalties, punitive or exemplary damage.

This clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached, except in so far as detailed herein.

This endorsement is granted in consideration of additional premium of Rs.-----subject to the terms, exceptions, conditions and limitations of the within mentioned policy.

## **6. Coverage of Discharge of Treated Effluents through Pipelines**

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium of Rs. \_\_\_\_\_ it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the Insured for death or bodily injury or loss of or damage to or loss of use of property arising out of accident directly caused by treated effluents whilst being carried by pipe lines outside the premises insured to the discharge point as declared to the Company and claims made during the policy period.

It is expressly agreed and understood that the cover granted under the endorsement shall not include pollution risk, howsoever caused, unless specifically covered by attaching an appropriate clause.

Provided always that the statutory provisions as may be in force from time to time for treatment and discharge of effluents are complied with.

Also provided always that all other terms, conditions provisions and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

## **7. Inclusion of Technical Collaborators Liability**

NOTWITHSTANDING anything herein contained to contrary and in the consideration of an additional premium of Rs. -----It is agreed that this policy is extended to include the legal liability of \_\_\_\_\_ (hereunder referred to as the Collaborator) with respect to the Technical Collaboration Agreement between the named Insured and the Collaborator. The declarations, insuring agreements, all definitions, exclusions, terms, conditions and limit of indemnity of this policy otherwise remain unchanged.

No claim shall be payable under this policy unless the cause of action arises in India and the liability to pay claim is established against the Insured in an Indian Court. It is further agreed and understood that only Indian Law shall be applicable to actions brought in India.

## **Clauses**

### **1. Absolute Pollution Exclusion**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall not indemnify the Insured in respect of any liability of whatsoever nature directly or indirectly caused by or contributed by or arising from the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

### **2. Asbestos Exclusion Clause**

This insurance does not apply to bodily injury or property damage, including any kind of consequential economic loss, resulting from the existence, handling, processing, manufacturing, sale, distribution, storage or use of

1. asbestos products and/or asbestos which is contained in any product.
2. substitutions of asbestos and/or products containing substitutions of asbestos.

### **3. Clarification Agreement**

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

1. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this

exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.

2. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

4. **Contracts (Rights of Third Party) Act 2001 Exclusion Clause**

It is hereby declared and agreed that a person who is not a party to this Policy contract shall have no right under the Policy.

5. **Cyber Risks Exclusion Clause**

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programme or otherwise, those

propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horse' 'worms' and 'time or logic bombs'.

b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by the Policy directly caused by such listed peril.

Listed Perils

Fire

Explosion

## 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by the Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generations. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

## 6. Duty Of Disclosure

We would remind you that you must disclose to us fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from your policy.



## 7. **Electronic Date Exclusion Clause**

The indemnity will not apply to any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the failure or inability of any computer or other equipment or system for processing storing or retrieving data, whether the property of the Insured or not, occurring at any time to:-

1. correctly recognize any date as its true calendar date
2. capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
3. capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date.

## 8. **Terrorism Damage Exclusion Warranty**

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization (s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

9. **Cover for Valuable Documents**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy, the Indemnity granted by this Policy shall, in addition extend to indemnify the insured in respect of costs necessarily and reasonably incurred in rewriting or redrawing Plans or Specifications of the contract works insured hereunder, when such Plans or Specifications are lost or damaged by any cause not excluded by this section and the Insured needs to have them redrawn or rewritten in order to complete the project or to enable payment to be made for works already carried out.

The liability of the Company shall not exceed in the aggregate during the Policy Period the Limit of Indemnity set forth in the Schedule.

10. **Alterations and Repairs**

Workmen are allowed in on or about any premises herein referred to carrying out alterations and repairs without prejudice to the terms of this insurance

11. **Automatic Addition and Deletion of Insured Locations**

It is hereby declared and agreed that this Policy shall extend to cover automatic additions and deletion of insured locations.

Provided always, the Insured undertakes to furnish:-

- 1) An updated list of insured locations as at commencement or renewal date
- 2) An updated list of insured locations at expiry date for premium adjustments

It is hereby further noted and agreed that:-

A) Any new locations during the policy period or any location not included in 1 above will be covered

B) No declaration to be made by Insured during the Policy Period on any addition and/or deletion of insured locations subject to Premium adjustment formula as follows:-

No of insured locations      No of insured locations

(At expiry date) -                      (At commencement date) X Annual Premium

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**12. Breach of Conditions**

The conditions and warranties of this Policy shall apply individually to each of the risks insured and not collectively to them. Thus a breach of any condition or warranty shall void the Section only in respect of all the risks to which that breach applied and does not affect the Section in respect of the other risk.

**13. Breach of Warranties**

Any breach of the within warranties without the knowledge and consent of the Insured shall not prejudice this Insurance provided notice, in writing, be given to the Company immediately upon such breach coming to their knowledge.

**14. Car Park Facilities Endorsement**

It is hereby declared and agreed that this Policy is extended to cover the legal liability of the Insured in respect of loss of or damage to vehicles under the control of the Insured or the Insured's Parking Attendants whilst in the Car Park of the Insured.

Provided always that :-

1. The Company shall not be liable for any such loss or damage insofar as such loss or damage is covered by any other insurance.

2. The liability of the Company under this Endorsement in respect of any such loss or damage and under the Policy in respect of any bodily injury or damage to property shall not in any case exceed the Limit of Indemnity specified in this Policy. Disclaimer notices shall be permanently displayed in prominent positions at each entrance to the parking area.

**15. Care / Custody / Control Extension Clause**

It is hereby declared and agreed that the indemnity expressed in this Policy shall apply to liability in respect of loss of or damage to property:-

1. in the charge or under the control of the Insured or any servant or agent of the Insured.
2. 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.

The extension of cover shall be subject to the following:-

Limits of Indemnity: ..... Any One Accident  
 ..... Aggregate during the Policy Period

Excess: .....any one loss

**16. Commercial Visits Worldwide Extension Clause**

It is hereby declared and agreed that this Policy extends to indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation for accidental bodily injury to any person or damage to property caused by the fault or negligence of the Insured's Executive and/or Directors whilst engaged in the Insured's business anywhere in the World excluding USA and Canada.

Provided always that the liability of the Company under this extension shall not exceed the Limits of Indemnity granted under this Policy.

### **17. Contingent Liability Coverage for Contractors / Sub-contractors**

It is hereby understood and agreed that this Policy extends to cover the Insured's legal liability in respect of acts of employees of their Contractors and/or Sub-Contractors arising out of work or operations for which the Insured may be responsible.

Provided always that the Indemnity given is on the condition that :-

1. It is contingent upon the liability incurred not being covered or indemnified by an Insurance of the Contractors and/or Sub-Contractors.
2. If any claim submitted is covered by the Contractors' or Sub-Contractors' more specific insurance then this Policy shall not insure the same except only as regards any excess beyond the Limit of Indemnity covered by such specific insurance.

### **18. Cross Liability Clause**

For the purpose of this Policy each of the parties comprising the Insured shall be considered as separate and distinct unit and the words " The Insured " shall be considered as applying to each party in the same manner as if a separate Policy had been issued to each of the said parties and the Company hereby agrees to waive all rights of subrogation or action which they may have or acquire against any of the aforesaid parties arising out of any occurrence in respect of which claim is made hereunder.

The inclusion herein of more than one Insured shall not operate to increase the Limits of the Company's Liability as stated in the Policy.

### **19. Employee Training**

It is hereby declared and agreed that this Policy is extended to cover the liability of the Insured's employees whilst undergoing training within the territorial limit stated in this Policy.

**20. Employee's Personal Effects**

It is hereby declared and agreed that this Policy extends to cover legal liability of the Insured in respect of damage to the Personal Effects of the Insured's Employees occurring at the place or places at which this Policy applies.

The liability of Company shall not exceed:

..... any one employee and  
..... in the aggregate any one accident.

The Company shall not be liable for any motor vehicles, precious metals, precious stones or articles made therefrom or money.

**21. Errors and Omission Clause**

The Insured shall not be prejudiced by an unintentional and/or inadvertent omission error or incorrect valuation or description of this interest risk or property provided notice is given to the Company as soon as practicable upon discovery of such error or omission.

**22. Fire Brigade Water Damage Extension**

The Company will indemnify the Insured in respect of loss or damage to third party property caused by or arising out of the use of water or chemicals by the fire brigade to extinguish a fire on the Insured's premises.

**23. Food and Beverage Extension**

Notwithstanding anything contained herein to the contrary of this Policy, it is hereby declared and agreed that this Policy is extended to include liability in respect of accidental injury directly caused by or arising from anything harmful or defective in food or drink sold or supplied by the Insured or from poisoning of any

kind caused by foreign or deleterious matter in food or drink sold or supplied by the Insured in the Business at the Insured's Premises named in the Schedule

Provided that:

1. For the purpose of this extension the word "injury" wherever used in this Extension shall be deemed to include illness.
2. The liability of the Company shall not in any case exceed the Limit of Indemnity specified in this Policy.
3. The Insured shall at all times take every possible precaution to prevent the sale of articles of food or drinks which are not in good condition and to ensure that the same are free from contamination and fit for human consumption.

#### **24. Loading and Unloading Clause**

It is hereby declared and agreed that this Policy is extended to cover the legal liability of the Insured in respect of any bodily injury or loss of or damage to property caused or arising from beyond the limits of any carriage-way or thoroughfare in connection with :-

1. The bringing of the load to such vehicle for loading thereon
2. The taking away of the load from such vehicle after unloading therefrom  
by any person other than the driver or attendant of such vehicle.

Provided always that the liability of the Company under this Policy and Endorsement in respect of any bodily injury or loss of or damage to Property shall not in any way exceed the Limit of Indemnity specified in this Policy.

#### **25. Loss Notification Clause**

Notwithstanding anything contained herein to the contrary it is agreed that this insurance will not be prejudiced by any inadvertent delays errors or omissions in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Policy.

**26. Misdescription Clause**

This Policy shall not be prejudiced by any alteration or misdescription of occupancy. Notice to be given to the Company immediately the Insured become aware of the same and to pay additional premium, if required from the date of the inception of the increased hazard.

**27. Neon/Advertising Signs**

It is hereby declared and agreed that the insurance by this Policy is extended to cover the legal liability of the Insured arising out of accidents caused by or through the Neon/ Advertising Signs installations the property of the Insured situated in India.

Warranted that the Insured shall comply with all statutory enactments bye-laws and regulations and shall at all times ensure that the Neon/ Advertising Signs installations are kept in a proper state of repair and if any defect be discovered the Insured shall forthwith cause such defect to be made good and shall in the meantime cause such additional precautions to be taken for the prevention of accident as the circumstances may require.

Provided always that the liability of the Company under this extension in respect of any bodily injury or loss of or damage to property shall not in any way exceed the Limit of Liability specified in this Policy.

**28. Agreed Bank Clause**

The Company undertakes to obtain the Bank's or Finance Company's consent prior to their cancellation of the Policy if instructions have been received for the cancellation of the Policy and also to advise the Bank's or Finance Company's immediately of any other material changes which are proposed to be made in the terms of the Insurance.



**29. Non-Invalidation Clause**

It is hereby agreed that this insurance shall not be invalidated by:

1. any change of occupancy or increase of risk taking place in the property insured without the Insured's knowledge provided that they shall immediately on the same coming to their knowledge advise the Company and pay any additional premium that may be required from the date of such increase of risk.
2. workmen on the premises for the purpose of effecting repairs minor alterations or general maintenance purposes and the like.

**30. Non-Owned / Hired Vehicles Clause**

The Company will indemnify the Insured in respect of legal liability and costs and expenses in respect of bodily injury or damage as defined in the Policy arising out of the use of any motor vehicle owned or non-owned or hired by the Insured's Employees and used in the course of the Insured's Business.

Provided always that the Company shall not be liable for:-

1. Bodily injury to any person being carried by a motor cycle otherwise than in a side-car attached to it.
2. Loss of or damage to such vehicle.
3. injury or damage arising while such vehicle is being:
  - (a) Driven by the Insured.
  - (b) Driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or of such representative does not hold a licence to drive such vehicle unless such a person holds and is not disqualified for holding or obtaining such a licence.
  - (c) used elsewhere than in the Republic of India.
4. any accident giving rise to a claim under this Policy if at the time of the occurrence of such accident there is any other existing insurance covering the same liability.

### 31. **Products Exclusion Endorsement**

Notwithstanding anything contained in the Policy to the contrary the indemnity expressed in this Policy shall not apply to or include any liability in respect of injury illness loss or damage caused by or in connection with or arising from any commodity article product or thing supplied repaired altered or treated by or to the order of the Insured.

### 32. **Social / Recreational Activities**

It is hereby declared and agreed that this Policy is extended to indemnify the Insured in respect of the Insured's legal liability for death or bodily injury loss of or damage to property as within defined in this Policy caused by or arising out of and in connection with any social recreational or welfare activities organized supervised and managed by the Insured for its invited participants including employees their families and friends anywhere in Republic of India.

The word "Insured" whenever appearing includes as an Insured any person who is a member of the organizing or management committee for such social recreational or welfare activities but only while acting within the scope of their duties as such.

It is further declared and agreed that the indemnity granted under this Policy is also extended to apply to occurrences during the Policy period caused by arising out of and in connection with drinks, beverages or food served by the Insured during such social, recreational or welfare activities.

In the event of a claim the Company will not raise the defence that such participants and employees are not third parties.

### 33. **Sprinkler Leakage Clause**

This indemnity provided by this Policy extends to include the Insured's legal liability for loss or damage caused by the accidental discharge of the sprinkler installation.

#### 34. **Tenant's Liability Clause**

It is hereby declared and agreed that the Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as damage in respect of:-

1. accidental bodily injury to any person
2. accidental damage to property

Happening during the Period of Insurance and arising from the occupancy of Premises leased or rented by the Insured.

Provided always that this extension shall not apply to liability assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement.

The Company's Liability under this extension shall not exceed Limit of Indemnity.....

#### 35. **Vehicle Load Clause**

In the event of any of the Insured's vehicles trailers/containers being left loaded overnight whilst in and/or on the Insured's premises the Company will indemnify the Insured in respect of liability for injury or damage to property arising out of or in connection with such load.

#### 36. **Vibration/ Removal or Weakening of Support Endorsement**

Notwithstanding anything contained to the contrary, it is noted and agreed that the indemnity granted under the Policy is extended to include liability in respect of damage to Third Party property, land or building caused by vibration or by the removal or weakening of support.

Provided always that

1. Immediately upon discovery of damage to third party property caused by vibration or by the removal or weakening of support due or alleged to be due to any operations of the Insured or any person acting on his behalf the Insured shall suspend operations, carry out repairs and install additional supports to damage

property. If the Insured shall fail to comply with this Special Provision the Company shall be under no liability for any claims in respect of the damage property.

2. The Company shall not be liable for

(a) Claims in respect of damage to building under demolition or declared by the Public Authority to be dangerous.

(b) Any expenses incurred in taking safety measures to prevent damage to third party property.

(c) Claims in respect of loss or damage to buildings or other structures caused by cracking or otherwise unless the stability of the building or structure or the safety of its users is impaired.

(d) Loss or damage to property which can reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution.

(e) the first ..... or ...% of the loss amount whichever is the greater in respect of each and every claim for loss or damage to Third Party Property due to vibration removal or weakening of support.

3. The liability of Company under this extension in respect of all or any occurrence shall not exceed ..... in the aggregate

**37. Waiver of Subrogation Clause**

Any claimant under this Policy shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of endorsing any rights and remedies or of obtaining relief of indemnity from \_\_\_\_\_ whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

The rights of subrogation against \_\_\_\_\_ is hereby waived.

## 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.

**Exclusions specific to the policy, which can be covered on payment of additional premium:**

1. Pollution Cover
2. Transportation Cover

## General Conditions

1. The Insured shall give written notice to the Company as soon as reasonably practicable of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the Insured.
2. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.

3. The Company will have the right, but in no case the obligation, to take over and conduct in the name of the insured the defense of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defense of any claim may relinquish the same. All amounts expended by the Company in the defense settlement or payment of any claim will reduce the limits of indemnity specified in the Schedule of the Policy.

In the event the Company, in its sole discretion, chooses to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, the Company's liability or obligations under this policy beyond what the Company's liability or obligations would have been had it not exercised its rights under this condition.

4. The Insured shall give all such information and assistance as the Company may reasonably require.
5. The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this policy was effected, and the Company may amend the terms of this Policy according to the materiality of such change.
6. The Company may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which an Indemnity Limit applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.
7. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear. The terms, conditions and exclusions of this Policy (and any phrase or word contained therein) shall be interpreted in accordance with Indian Law.
8. The Insured shall keep accurate records of annual turnover which term shall include all leviable duties and at the time of renewal of Insurances declare such details as the Company may require. The Company shall at all reasonable time have free access to inspect such records.



The premium stated in the Schedule of this Policy is to be regulated by the final turnover pertaining to the Policy Period as borne out by the accurate record of the annual turnover to be maintained as above. Within one month from the expiry of each Policy Period, the Insured shall furnish the Company with the correct turnover recorded as aforesaid, pertaining to the previous Policy Period, based on which the Company shall arrive at the final premium, by further payment to the Company or a refund to the Insured as the case may be, but in no case shall the refund of premium be more than 25% of the premium stated in the Schedule.

9. If at the time of happening of any event resulting into a liability under this Policy, there be any other Public Liability Insurance or Insurances effected by the Insured or by any other person covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability.

This Policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would, but for the existence of this policy, be insured by, any other Policy (but not a Public Liability Policy) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy/Policies, had this Insurance not been effected.

10. The Insured can cancel the policy at any time during the term, by informing the Company. In case the Insured wishes to cancel the policy, they are not required to give reasons for cancellation. In such case of cancellation, the Company will refund proportional premium for unexpired policy period and there is no claim(s) made during the policy period. The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the retail policyholder.
11. In the event of liability arising under the policy or the payment of claim under the policy, the Limit of Indemnity per any one year under the Policy shall get reduced by the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances, it shall be permissible to reinstate the limit of indemnity to the original level, even on payment of extra premiums.
12. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

13. The Company shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by Insured or by any person on behalf of the Insured and/or if the insurance has been continued in consequence of any material mis-statement or the non-disclosure of any material information by or on behalf of the Insured.
14. No claim shall be payable under this policy unless the cause of action arises in India and the liability to pay claim is established against the insured in an Indian court. It is further agreed and understood that only Indian Law shall be applicable to any such action.
15. The Insured shall at all times exercise reasonable care in the selection and employment of competent employees and likewise in seeing that the plant used in his business is in good order and fit for work required of it and will keep the ways works machinery and plant property fenced and guarded and otherwise in good order and fit for the work to be done and will have all necessary light lit at dusk and will use all necessary and proper precautions for the safety of the general public and shall comply with all statutory requirements and with all bye-laws and regulations imposed by any public authority.

#### Arbitration

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

### Claims Procedure

**In the event of any circumstances likely to give rise to a claim insured must follow the following..**

1.Immediately lodge a written complaint/FIR with the police station (Indicative: depending on case merits) and parallelly report the matter to USGICL customer care no. Toll Free Number: 1800-22-4030 / 1800-200-4030, alternatively you can notify your claim by sending mail to <contactclaims@universalsompo.com>.

**Followed by notification of a claim, insured is expected to follow the following procedures.**

1. Insured should evaluate the loss situation and accordingly accumulate the facts with supportings in regards to the following in line to the nature of business;
  - a) Injury, which means death, bodily injury, illness or disease of or to any person and
  - b) Damage, which means loss of possession or control of or actual destruction (whether full or

partial) to tangible property and

c) Pecuniary loss

The liability policy shall compensate claimant's costs, fees and expenses incurred with USGI's consent in defending any claim made against the insured. However, these are payable within the limit of liability, unless otherwise specified. Legal liability to be established.

**Basic documents to be submitted by insured for claim settlement (To be submitted by insured after reporting of loss)**

- Detailed version about the incident / alleged misfeasance
- Details of loss caused / injury / death / property damage including all available information on victims as well as estimated quantum of liability
- Steps taken by the insured to mitigate the loss
- Statements from Witnesses, sketch plans, photographs, visual records of evidence / circumstances, video etc.
- Any other evidence in support of claim
- Press Reports
- FIR / Investigation Report of police
- Survey / Investigation Report
- All notices / summons from the court
- Weather (meteorological) report
- Pollution Control Board Report
- Post Mortem Report / Medical Certificate
- Consumer Action Group / Society / Group Representation / Report
- Details of other insurance
- Legal opinion on admission of liability / appeal
- Details of claims, if any, preferred by the affected party / insured for the same loss from any other source
- Payment proofs from insured subject to admission of liability

- **Turn Around Time (TAT) for claims settlement (excluding policies issued on the property/ building on reinstatement basis)**
  - a. The Surveyor shall be appointed within 24 hours from the intimation.
  - b. The surveyor to share the Letter of requirement within 02 days from the date of his visit to the loss premises.
  - c. The Surveyor shall share its reminders emails/letter after 05 days from the date of last mail in case the documents has not been submitted.
  - d. The Insurance Company to obtain survey report within 15 days from the date of appointment.
  - e. Post receipt of survey report insurance company to conclude the case within 07 days of receipt of survey report.
  
- **Escalation Matrix**
  - Level 1 - [contactclaims@universalsompo.com](mailto:contactclaims@universalsompo.com)
  - Level 2 - [grievance@universalsompo.com](mailto:grievance@universalsompo.com)
  - Level 3 - [gro@universalsompo.com](mailto:gro@universalsompo.com)

## Grievances

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

### > Step 1

#### a. Contact Us

1-800-224030/1-800-2004030

b. **E-mail Address:** [Contactus@universalsompo.com](mailto:Contactus@universalsompo.com)

#### c. Write to us Customer Service Universal Sampo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

d. **Senior Citizen Number:** 1800 267 4030

### ➤ Step 2

If the resolution you received, does not meet your expectations, you can directly write to our Grievance Id. After examining the matter, the final response would be conveyed within two weeks from the date of receipt of your complaint on this email id.

Email Us- [grievance@universalsompo.com](mailto:grievance@universalsompo.com)

Drop in Your concern

Grievance Cell: Universal Sampo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Visit Branch Grievance Redressal Officer (GRO)

Walk into any of our nearest branches and request to meet the GRO

- We will acknowledge receipt of your concern immediately
- Within 2 weeks of receiving your grievance, we will respond to you with the best solution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of our response

➤ **Step 3:**

In case, You are not satisfied with the decision/resolution of the above office or have not received any response within 15 working days, You may write or email to:

Chief Grievance Redressal Officer

**Universal Sampo General Insurance Company Limited**

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Email : [gro@universalsompo.com](mailto:gro@universalsompo.com)

For updated details of grievance officer, kindly refer the link <https://www.universalsompo.com/resource-grievance-redressal>

➤ **Step 4.**

**Bima Bharosa Portal link :** <https://bimabharosa.irdai.gov.in/>

**Insurance Ombudsman**

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in), or of the General Insurance Council at <https://www.gicouncil.in/>, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

**The updated contact details of the Insurance Ombudsman offices can be referred by clicking on the Insurance ombudsman official site:** <https://www.cioins.co.in/Ombudsman>

**Note: Grievance may also be lodged at IRDAI** <https://bimabharosa.irdai.gov.in/>

## Contact Details

- **Registered & Corp Office:** Universal Sampo General Insurance Company Ltd. 8th Floor & 9th Floor (South Side), Commerz International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon East, Mumbai 400063
- **Website:** [www.universalsampo.com](http://www.universalsampo.com)
- **Toll Free Numbers:** 1800-22-4030, 1800-200-4030
- **E-mail :** [contactus@universalsampo.com](mailto:contactus@universalsampo.com)
- **Courier:** Universal Sampo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra – 400708
- IRDAI Reg no: 134, CIN# U66010MH2007PLC166770

### **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.**