

## UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED

Regd. Office: 201-208, Crystal Plaza, Opp. Infinity Mall, Link Road,  
Andheri (West), Mumbai – 400 058

Mailing Address: 201-208, Crystal Plaza, Opp. Infinity Mall, Link Road,  
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Tel: 0091 22 4067 9000

### CARRIERS LEGAL LIABILITY INSURANCE POLICY

In consideration of Your having paid the premium, We will indemnify You in respect of loss or damage to Your assets mentioned in the Schedule caused by one or more of events as mentioned under the item “What We cover” during the Policy Period provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by You have been met.

This Policy is an evidence of the contract between You and Universal Sampo General Insurance Company Limited. The information furnished by You in the Proposal Form and the declaration signed by You forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning wherever it may appear.

#### DEFINITION

1. **You/Your** : The person (s)/entity named as Insured in the Schedule
2. **We/Us/Our** : Universal Sampo General Insurance Company Limited
3. **Proposal**: The application form You sign for this insurance and/or any other information You give to Us or which is given to Us on Your behalf.
4. **Policy**: Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda, if any attached to Policy Schedule.
5. **Schedule**: The document which describes You, the cover that applies the Period of Insurance and other details of Your Policy.
6. **Limit of Liability**: It means the amount stated in the Schedule which shall be Our maximum liability under this Policy for any one claim or in the aggregate for all claims during the Policy Period as stated in the Schedule.
7. **Period of Insurance**: The time period for which the contract of insurance is valid as shown in the Policy Schedule.
8. **Excess/Deductible** The amount stated in the Schedule, which shall be borne by You first in respect of each and every claim made under this Policy.
9. **Sum Insured**: Sum Insured is the amount set out in the Schedule against each vehicle covered in the Policy and the same represents Our maximum liability in respect of a claim/all claims pertaining to cargo related liability in respect of a vehicle mentioned in the Schedule..

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**COVERAGE**

What We Cover	What We Exclude
<p>We will pay</p> <p>Your legal liability for actual physical loss of or damage to goods or merchandise transported in the vehicle (details of which are given in the Schedule) provided that fire or explosion or accident has arisen on account of Your negligence or negligence or criminal acts of Your servants and further provided that the vehicle is damaged by such fire or explosion or accident, and a claim in respect thereof is admitted under the Motor Package Insurance policy covering the vehicle. The cover will commence from the time of loading of the vehicle with cargo at the point of origin and expire after the delivery of cargo at the final destination or lapse of 3 days from arrival of the vehicle at the final destination whichever is earlier.</p> <p>Our liability is restricted to Sum Insured (as mentioned in the Schedule) in respect of any one accident or series of accidents arising out of any one event or occurrence.</p>	<p>We will not pay for the loss/damage attributable to</p> <ul style="list-style-type: none"> <li>(a) liability under any contract or agreement unless such liability would have arisen and You would have been liable at law notwithstanding such an agreement under the Carriage by Road Act, 2007.</li> <li>(b) liability in respect of damage to property : <ul style="list-style-type: none"> <li>(i) belonging to You or to Your any servant, agent or sub-contractor or to third parties unless such property is covered by a contract of carriage entered into by You in an approved form.</li> <li>(ii) in Your control or any of Your servant, agent or sub-contractor unless such property is covered by a contract of carriage entered into by You in an approved form .</li> </ul> </li> <li>(c) liability for loss or damage arising from: <ul style="list-style-type: none"> <li>(i) inherent defect or vice, including insects, moth, vermin, mildew, mould, damp, wear and tear, deterioration, spontaneous combustion or decay of perishable goods.</li> <li>(ii) depreciation ,delay ,loss of market, any confiscation by a public authority.</li> <li>(iii) consequential loss arising from loss or damage to goods.</li> <li>(iv) any consequence whether direct or indirect of war (whether declared or not), act of foreign enemy, hostilities, civil war, rebellion, mutiny, insurrection or usurped power, civil commotion, act of God, any change of Law, refusal on</li> </ul> </li> </ul>

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	<p>the part of any Government, Government Agency or any other competent authority to grant necessary permit, Licence or sanction or deciding to revoke or qualify any such permit. In the event of any claim hereunder, You shall prove that the liability arose independently of and in no way connected with or occasioned by or contributed to by or traceable to any of the above said occurrences or causes or in consequence thereof and in default of such proof We shall not be liable to make any payment in respect of such a claim.</p> <p>(v)any consequence whether direct or indirect of strike or riots.</p> <p>(vi)loss or destruction of or damage to any property whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.</p> <p>(vii)goods and/or merchandise which may be illicit or illegal or contraband or smuggled.</p> <p>(viii)Terrorism</p> <p>(d) any claim arising from a peril insured against under this Policy unless the aggregate of all such claims arising out of each separate accident or occurrence exceeds Rs 5000/- in which case this sum shall, be deducted from the claim amount payable.</p>
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**General Conditions -**

**1. Notice**

Every notice and communication to Us required by or in respect of this Policy shall be in writing.

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### **2. Mis-Description**

This Policy shall be void and premium paid shall be forfeited in the event of mis-representation, mis-description or non-disclosure of any material facts by You or Your representatives

### **3. Reasonable Care**

You shall all time exercise reasonable care and prudence in the selection of the employees to manage and run the operation and shall also ensure that all buildings storage spaces , machinery, vehicles and their accessories and fittings are substantial and sound and in proper order and fit for the purposes for which they are used and that all statutory requirements and all bye-laws and regulations imposed by any public authority are adhered to., If any defect shall be discovered which can cause a loss covered under the policy You shall not only cause the said defect to be made good with all dispatch but shall also in the meantime cause additional precautions to be taken as the circumstances of the case may require We shall at all time have free access to inspect any property in the event of any defect or damage being apparent to Our official/representative We may give notice in writing to You and thereupon all Our liability in respect thereof or arising there from shall be suspended until the same be cured or removed to Our satisfaction.

### **4. Inspection**

You shall permit our authorized representative(s) to inspect Your records pertaining to all contracts of carriage issued and freight earned and of all vehicles employed or unutilized to discharge such contracts as and when required.

### **5. Alteration In Risk**

The Policy shall stand cancelled with immediate effect if

- (a) the laws relating to carriage of goods are altered in any way
- (b) any change occurs in the ownership or Your management or the area of operation
- (c) any material change occurs in the information provided by You in the proposal form

Unless such change or alteration is brought to Our notice in advance and any revised terms and premium required by Us are agreed to and paid.

In the event of such cancellation after a claim has arisen during the current Policy Period no refund of premium shall be made .In the event of such cancellation and no claim having arisen prior to the date of effect of cancellation pro rata refund of premium for unexpired period may be allowed.

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**6. Cancellation**

We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of eligible premium for the un-expired period of this Policy from the date of cancellation, You may seek to cancel this Policy by sending a written notice to Us. Retention premium for the period for which We were on risk will be calculated based on following short period table and the balance will be refunded to You subject to the condition that no claim has been preferred on Us.

Period (not Exceeding)	Proportion of Premium to be retained
1 week	1/8 of the annual premium
1 months	1/4 of the annual premium
2 months	3/8 of the annual premium
3 months	1/2 of the annual premium
4 months	5/8 of the annual premium
5 months	3/4 of the annual premium
8 months	7/8 of the annual premium
Exceeding 8 months	Full annual premium

**7. Claims Procedure**

Upon the happening of any event or occurrence likely to give rise to a claim under this Policy and immediately after the same shall have come to Your or Your Agent's knowledge You shall

- (a) take all practicable steps to cause the recovery of the loss from the guilty person
- (b) take steps for the safety of the goods.
- (c) give notice in writing to Us within 7 days from the date of occurrence of the accident and shall deliver to Us a claim in writing within 14 days from the date of occurrence of the accident and supply all such detailed particulars and proofs as may be reasonably required. In no case, We shall be liable for any loss or damage not notified to Us within fifteen days of the happening of the event.
- (d) give notice in writing to Us with full particulars of any claim or of any other subsequent proceedings as soon as possible after the same shall have come to Your notice and /or Your agent.
- (e) at Your own expense, furnish all such informations, explanations, vouchers, proof of ownership and of loss and such other evidence to substantiate the claim as may be reasonably required by Us.

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**8. Requirement Of Our Consent For Admission Of Your Liability**

No offer promise payment or indemnity shall be made or given by You or on Your behalf without Our prior written consent which shall be entitled if We so desire to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our own benefit any claim for indemnity or damages or otherwise and We shall have full discretion in the conduct of any proceedings or in the settlement of any claim and in such an event You shall give all such information and assistance and execute such documents as We may require in that behalf You shall cooperate with Us and upon Your request shall attend hearings and trials and shall assist in effecting settlements securing and giving evidence obtaining the attendance of witnesses and in the conduct of the suits You shall not obtain the attendance of witnesses and in the conduct of the suits You shall not except at Your own cost voluntarily make any payment assume any obligations or incur any expense.

**9. Relinquishing Of Conduct Of Defence Proceedings Following Full Payment Of Our Liability**

At any time after the happening of any event giving rise to a claim or series of claims under this Policy We may pay to You the full amount of Our liability under such clauses and relinquish the conduct of any defence settlement or proceedings and We shall not be responsible for any damage alleged to have been caused to You in consequence of any alleged action or omission on Our part in connection with such defence settlement or proceedings or Our relinquishing such conduct nor shall We be liable for any costs and expenses whatsoever incurred by You or any claimant or other person after We shall have relinquished such conduct.

**10. Underinsurance Adjustment**

If a payment exceeding the limit of liability under this Policy has to be made to dispose of a claim Our liability to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said costs, charges and expenses as the limit of liability under this Policy bears to the amount paid to dispose of the claim.

**11. Contribution**

If at the time any claim arises under this Policy there is any other existing insurance covering the same liability We shall not be liable to pay or contribute more than its rateable proportion of any compensation costs or expenses notwithstanding the existence of any clause or condition of non-contribution or non-participation in the contract of such other insurance Policy or cover.

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**12. Reinstatement Of Sum Insured Following Settlement Of Claim**

Payment of claims will only be made on production of a proper discharge signed by the owners of the cargo except in cases referred to in Condition 11. Following settlement of any Claim, Sum Insured under this Policy shall be reinstated in consideration of Your paying an additional premium for the Sum Insured so restored computed for the unexpired period from the date of loss to the expiry of the Policy.

**13. Fraud**

If a claim be made by You or on Your behalf which shall be in any respect unsound or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable hereunder You shall not be entitled to abandon any property to Us.

**14. Limitation As To Our Liability**

The liability covered under this Policy being limited it is understood and agreed that in any event Our liability shall not extend to any of Your liability or that of Your servants except as specifically stated herein even if You or Your servants are liable under the Carrier's Act or other relevant law.

**15. Maintenance Of Record**

You shall maintain a written record at each of Your depots or delivery stations in which shall be entered promptly the condition and nature of goods received in an apparently damaged condition immediately at the time of receipt.

**16. Loss Minimisation Measures**

It is Your and Your Agent's duty in all cases to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against bailees or other Third parties are properly preserved and exercised.

**17. Arbitration**

If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of 3 arbitrators, comprising of 2 arbitrators, 1 to be appointed by each of the parties to the dispute/difference and the 3rd arbitrator to be appointed by 2 such arbitrators and

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arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if We have disputed or not accepted liability under or in respect of this Policy. It is understood, however, that You shall have the right at all times during currency of the Policy to communicate only with the leading or policy issuing office in all matters pertaining to this insurance. Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

**18. Geographical Limits**

The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this Policy shall be settled in Indian Rupees only.

**19. Disclaimer Clause**

If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the Claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

**20. Observation**

Due observation and fulfillment of the terms and conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by You shall be a condition precedent to any liability being entertained by Us/ to make any payment under this Policy.