



**UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED
ERRORS & OMISSIONS INSURANCE POLICY**

PROFESSIONAL INDEMNITY TECHNOLOGY

INDICATIVE WORDINGS

Policy Number:	
Issuing Office:	

This is a claims made insurance policy. This policy will only apply to Claims first made against the Insured by a Third Party and reported to the Insurer during the Policy Period. The limits of liability available to pay judgments or settlements shall be reduced by amounts incurred for legal defence. Further, please note that the amounts incurred for legal defence shall be applied against the Retention amount.

SCHEDULE	
1. Name of the Policyholder:	
2. Address of the Policyholder:	
3. Professional Services offered	
4. Policy Period	From: _____ To: _____
5. Limit of Liability Any One Accident/ Any One Year	
6. Retention (Each and Every claim)	
7. Retroactive Date	
8. Excess Details Compulsory Excess Voluntary Excess	
9. Premium Details	
a) Basic Premium	
b) S.T and Education Cess as applicable*:	
c) Total Premium	

* Service Tax applicable is subject to change as per change in Tax Laws

Note : In the event of dishonour of cheque, this policy document automatically stands cancelled from inception, irrespective of whether a separate communication is sent or not.

In witness

For and On Behalf of

Universal Sompo General Insurance Company Limited

Authorised Signatory

Agency Details

Agency Code: _____

Agency Name: _____

Contact Number: _____



SECTION I – COVERAGES

In consideration of the payment of the Premium and subject to all of the provisions of this policy, the Insurer agrees as follows.

All cover under this policy is afforded solely with respect to Claims first made against an Insured during the Policy Period and reported to the Insurer as required by this policy.

1) Professional Liability

The Insurer will pay on behalf of any Insured all Damages resulting from any Claim for any Breach of Duty of the Insured.

2) Technology Products

The Insurer will pay on behalf of any Insured all Damages resulting from any Claim for any Technology Product Failure.

3) Intellectual Property

The Insurer will pay on behalf of any Insured all Damages resulting from any Claim for any Infringement.

4) Defamation

The Insurer will pay on behalf of any Insured all Damages resulting from any Claim for libel or slander committed unintentionally by an Insured.

5) Fraud/Dishonesty

The Insurer will pay on behalf of any Insured, who is not the actual perpetrator, all Damages resulting from any Claim for Fraud/Dishonesty of any Employee.

6) Defence

The Insurer has the right to defend any Claim which this policy may respond to under its Covers or Extensions. The Insurer shall pay Defence Costs incurred in defending such Claim.

The Insurer is under no obligation to pay Loss, unless the Wrongful Act first takes place on or after the Retroactive Date; and: (i) is committed solely in the performance of or failure to perform Professional Services or (ii) arises from Technology Products.



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SECTION II- EXTENSIONS

a) Court Attendance:-

For any person described in (i) and (ii) below who actually attends court as a witness in connection with a Claim notified under and covered by this policy, Defence Costs will include the following rates per day for each day on which attendance in court has been required:

- i) for any principal, partner, or director Insured Rs. 25,000
- ii) for any Employee Rs. 12,500

No Retention shall apply to this Extension.

b) Extended Reporting Period:-

If the Insurer cancels or does not renew this policy, other than for any breach of the terms of this policy by an Insured, the Policyholder shall have the right to a period of 30 days following the date of cancellation or expiry in which to give notice of any covered Claim first made against the Insured. That extended reporting period shall not apply if this policy or its cover has been replaced.

c) Computer Records:-

With respect to a Third Party's Computer Records:

- i) for which an Insured is legally responsible, and
- ii) that, during the Policy Period, have been destroyed, damaged, lost, distorted, erased or mislaid solely in the performance or non-performance of Professional Services,

Damages shall also include costs and expenses reasonably incurred by the Insured in replacing or restoring such Computer Records provided that:

- a) such loss or damage is sustained while the Computer Records are either: (1) in transit; or (2) in the custody of the Insured or of any person to whom the Insured has entrusted them;
- b) where the lost or mislaid Computer Records have been the subject of a diligent search by or on behalf of the Insured;
- c) the amount of any Claim for such costs and expenses shall be supported by evidence of expenditure that shall be subject to approval by a competent person to be nominated by the Insurer with the consent of the Insured; and
- d) the Insurer shall not be liable for any Claim arising out of wear, tear and/or gradual deterioration, moth and vermin.

This Extension will be subject to a Sublimit of Liability of Rs. 5,000,000. A separate retention of Rs. 50,000 instead of the Retention will apply to each Claim covered under this Extension.



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SECTION III- DEFINITIONS

1. Bodily Injury

Means physical injury, sickness, disease or death; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury.

2. Breach of Duty

Means any actual or alleged negligent breach of duty, act, error, misstatements, misleading statements, breach of confidentiality or omission in the performance of or failure to perform Professional Services.

3. Claim

Means any: (i) written demand or (ii) civil or administrative proceeding, that seeks Damages from Wrongful Acts.

4. Computer Records

Means any Data stored within any:

- i. computer, data processing equipment, or any of their respective components; or
- ii. computer software;

but does not include any currency, negotiable instruments or records thereof.

5. Damages

Means any amount that an Insured shall be legally liable to pay to a Third Party in respect of judgments rendered against an Insured, or for settlements negotiated by the Insurer with the consent of either the Insured or the Policyholder.

6. Data

Means electronically stored, digital or digitised information or media.

7. Defence Costs

Means reasonable fees, costs and expenses incurred by or on behalf of the Insured in the investigation, defence, adjustment, settlement or appeal of any Claim. "Defence Costs" shall not mean any internal or overhead expenses of any Insured or the cost of any Insured's time.

8. Employee

Means any natural person who is or has been expressly engaged as an employee under a contract of employment with the Policyholder or any Subsidiary. "Employee" shall not mean any: (i) principal, partner or director; or (ii) temporary contract labour, self-employed person or labour- only sub-contractor.

9. Fraud/Dishonesty

Means fraudulent or dishonest conduct of an Employee:

- (i) not condoned, expressly or implicitly; and
- (ii) that results in liability to the Policyholder or any Subsidiary.



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10. Infringement

Means an unintentional infringement of any intellectual property right of any Third Party, other than patents and Trade Secrets.

11. Insured

Means

- i) the Policyholder or any Subsidiary;
- ii) any natural person, who is or has been a principal, partner or director of the Policyholder or any Subsidiary;
- iii) any Employee; any temporary contract labour, self-employed persons, labour-only sub-contractors, solely under contract with, and under the direction and direct supervision of the Policyholder or any Subsidiary; and
- iv) any estates or legal representatives of any Insured described in (2) and (3) of this definition; but only when providing Professional Services in the foregoing capacities.

12. Insurer

Means the entity specified as such in the Schedule.

13. Limit of Liability

Means the amount specified as such in the Schedule.

14. Loss

Means Damages and Defence Costs. "Loss" shall not mean and this policy shall not cover any (1) taxes; (2) non-compensatory damages, including punitive, multiple, exemplary or liquidated damages; (3) fines or penalties; (4) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief;

(5) compensation, benefits or overhead of, or charges or expenses by any Insured; (6) the costs and expenses associated with any withdrawal, recall, removal or disposal of any product or software because of a known or suspected defect, deficiency or inadequacy; or (7) any matters which may be deemed uninsurable under the law governing this policy or the jurisdiction in which a Claim is brought.

15. Policy Period

Means the period of time specified in the Schedule unless the policy is cancelled in which event the Policy Period will end on the effective date of the cancellation.

16. Policyholder

Means the entity or natural person specified as such in the Schedule.

17. Pollutants

Means, but is not limited to, any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise, including asbestos, smoke, vapour, soot, fibres, mould, spores, fungus, germs, fumes, acids, alkalis, nuclear or radioactive material of any sort, chemicals or waste. "Waste" includes, but is not limited to, material to be recycled, reconditioned or reclaimed.



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18. Premium

Means the amount specified as such in the Schedule and any premium adjustment reflected in an endorsement to this policy.

19. Professional Services

Means the professional services of the Policyholder and any Subsidiary as specified in the Schedule.

20. Property Damage

Means damage to or loss of or destruction of tangible property or loss of use thereof.

21. Public Key Infrastructure

Means the policies, methods, equipment and procedures including associated software, hardware and firmware for establishing and managing a secure method for exchanging electronic information involving the use of certification certificates, digital certificates, digital signatures, public and/or private keys.

22. Retention

Means the amount specified as such in the Schedule which has to be borne by You for each and every Claim during the Policy Period, before it becomes payable by Us under the Policy. This is to clarify that a Retention does not reduce the Sum Insured.

23. Retroactive Date

Means the date specified as such in the Schedule.

24. Subsidiary

Means companies in which the Policyholder, either directly or indirectly through one or more of its Subsidiaries;

- i) controls the composition of the board of directors;
- ii) controls more than half of the voting power; or
- iii) holds more than half of the issued share capital.

For any Subsidiary or any Insured thereof, cover under this policy shall only apply to Wrongful Acts committed while such entity is a Subsidiary of the Policyholder.

25. Technology

Means any:

- i) software services;
- ii) data services; or
- iii) services that facilitate access to or the use of Data or software via the Internet; of the Policyholder or any Subsidiary.

26. Technology Product

Means any computer hardware or firmware:

- i) sold, leased or otherwise supplied;
- ii) licensed; or
- iii) installed, modified or serviced; by any Insured.



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27. Technology Product Failure

Means any actual or alleged negligent breach of duty, act, error, misstatements, misleading statements or omission in connection with any Technology Product.

28. Third Party

Means any entity or natural person; provided, however, Third Party does not mean: (i) any Insured; or (ii) any other entity or natural person having a financial interest or executive role in the operation of the Policyholder or any Subsidiary.

29. Trade Secret

Means information that derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use.

30. Wrongful Act

Means any Breach of Duty, Technology Product Failure, Infringement, libel, slander, or Fraud/Dishonesty.

SECTION IV- EXCLUSIONS

This policy shall not cover Loss in connection with any Claim:

1. Antitrust arising out of, based upon or attributable to any actual or alleged antitrust violation, restraint of trade or unfair competition;
2. Bodily Injury/ Property Damage arising out of, based upon or attributable to Bodily Injury or Property Damage unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing Professional Services;
3. Contractual Liability/ Performance Guarantees arising out of, based upon or attributable to any:
 - i) contractual liability or other obligation assumed, that goes beyond the duty to use such skill and care as is ordinarily applied to the professional services provided;
 - ii) guarantee or warranty;
 - iii) delay in performing, failing to perform or failing to complete any Professional Services, unless such delay or failure arises from a Breach of Duty by an Insured; or
 - iv) delay in the supply, installation, modification or service of any Technology Products;
4. Costs Assessment arising out of, based upon or attributable to any failure by any Insured or other party acting for the Insured to make an accurate pre-assessment of the cost of Technology Products or performing Professional Services;



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5. Employment/Discrimination arising out of, based upon or attributable to any: (i) actual or alleged employment related: practices, harassment or discrimination; or (ii) intentional or systemic harassment or discrimination;
6. Insolvency arising out of, based upon or attributable to the insolvency, administration or receivership of the Insured;
7. Infrastructure arising out of, based upon or attributable to:
 - i) mechanical failure;
 - ii) electrical failure, including any electrical power interruption, surge, brown out or black out; or
 - iii) telecommunications or satellite systems failure, unless such failure arises from a Breach of Duty by an Insured or a Technology Product Failure;
8. Internet Material arising out of, based upon or attributable to material which is published or posted on the Insured's own websites, bulletin boards or chat rooms where, prior to publishing or posting, the Insured has no knowledge of either the content or source of the material;
9. Joint Venture arising out of, based upon or attributable to work carried out by the Insured for and in the name of any association or joint venture of which an Insured forms part;
10. Manufacturing Liability under the Technology Products Cover, arising out of based upon or attributable to any design defect or manufacturing defect in any product;
11. Misdeeds arising out of, based upon or attributable to any act which a judge, jury or other official tribunal or panel finds, or which an Insured admits, to be a criminal, dishonest or fraudulent act; and in such event, the Insurer shall be reimbursed for all Loss paid in connection with such Claim; provided, however, that this exclusion shall not apply to the Fraud/Dishonesty Cover.
12. Patent/ Trade Secret arising out of, based upon or attributable to the breach of licences concerning, infringement of or misappropriation of patents or Trade Secrets;
13. Pollution arising out of, based upon or attributable to: (i) the actual, alleged or threatened presence, discharge, dispersal, release, migration or escape of pollutants, or (ii) any direction, request or effort to: (a) test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants, or (b) respond to or assess the effects of Pollutants;
14. Prior Claims/Circumstances (i) made prior to or pending at the inception of this policy; or (ii) arising out of, based upon or attributable to any circumstance that, as of the inception of this policy, may reasonably have been expected by any Insured to give rise to a Claim;
15. Public Key Infrastructure arising out of, based upon or attributable to where the Insured acted in the actual or effective capacity of a certificate authority, certificate



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repository, validation authority or registration authority; or arising out of the theft of any Public Key Infrastructure;

16. Trade Debt arising out of, based upon or attributable to any: (i) trading debt incurred by an Insured or (ii) guarantee given by an Insured for a debt;

17. USA/ Canada made or pending within; or to enforce a judgment obtained in, the United States of America, Canada, or any of their territories or possessions; or

18. War/ Terrorism arising out of, based upon or attributable to any war (declared or otherwise), terrorism, warlike, military, terrorist or guerrilla activity, sabotage, force of arms, hostilities (declared or undeclared), rebellion, revolution, civil disorder, insurrection, usurped power, confiscation, nationalisation or destruction of or damage to property by or under the order of, any governmental, public or local authority or any other political or terrorist organisation.

SECTION V- PURCHASE AND ADMINISTRATION

1) Policy Purchase

In granting cover to the Insured, the Insurer has relied upon the material statements and particulars in the proposal together with its attachments and other information supplied. These statements, attachments and information are the basis of cover and shall be considered incorporated and constituting part of this policy. If the Insurer becomes entitled to avoid this policy from inception or from the time of any variation in cover, the Insurer may at its discretion maintain this policy in full force but exclude the consequences of and any Claim relating to any matter which ought to have been disclosed before inception or any variation in cover.

2) Administration

The Policyholder has acted and shall act on behalf of each and every Insured with respect to: (1) negotiating terms and conditions of, binding and amending cover; (2) exercising rights of Insureds; (3) notices; (4) Premiums; (5) endorsements; (6) dispute resolution; and (7) payments to any Insured.

SECTION VI- LIMIT AND RETENTION

1) Limit of Liability

The total amount payable by the Insurer under this policy shall not exceed the Limit of Liability. Sublimits of Liability, Extensions and Defence Costs are part of that amount and are not payable in addition to the Limit of Liability.

The Limit of Liability for the period provided in the Extended Reporting Period Extension is part of, and not in addition to, the Limit of Liability for the Policy Period.



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Annexure I

The inclusion of more than one Insured under this policy does not operate to increase the total amount payable by the Insurer under this Policy. The Computer Records Extension Sublimit of Liability shall be part of and not in addition to the Limit of Liability.

2) Retention

The Insurer shall only pay for the amount of any Loss which is in excess of the Retention. For the avoidance of doubt, the Retention also applies to Defence Costs. The Retention is to be borne by the Insured and shall remain uninsured. A single Retention shall apply to Loss arising from all Claims alleging the same Wrongful Act. Insurer may, in its sole and absolute discretion, advance all or part of the Retention, and, in that event, such amounts shall be reimbursed to the Insurer by the Insureds forthwith.

3) Other Insurance and Indemnification

Unless otherwise required by law, Cover under this policy is provided only as excess over any self-insurance or other valid and applicable insurance, unless such other insurance is written only as specific excess insurance over the Limit of Liability. If such other insurance is provided by the Insurer, then the maximum amount payable by the Insurer under all such policies shall not exceed the Limit of Liability of that policy referred to above which has the highest applicable Limit of Liability. Nothing contained herein shall be construed to increase the Limit of Liability of this policy. To the extent that another insurance policy imposes upon an insurer a duty to defend a Claim, Defence Costs arising out of such Claim shall not be covered under this policy.

SECTION VI- GENERAL PROVISIONS

1. This policy and any rights under or in respect of it cannot be assigned without the prior written consent of the Insurer.

2. Cancellation

By Policyholder

This policy may be cancelled by the Policyholder at any time only by mailing written prior notice to the Insurer. In such case, if no Claim has been made and no circumstance has been notified prior to such cancellation; Insurer shall retain the customary short rate proportion (unexpired portion of Premium less handling charges) of the Premium. Otherwise, Premium shall not be returnable and shall be deemed fully earned at cancellation.



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By Insurer

This policy may be cancelled by the Insurer delivering to the Policyholder by registered, certified, other first class mail or other reasonable delivery method, at the address of the Policyholder set forth in the Schedule, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. Proof of mailing or delivery of such notice shall be sufficient proof of notice and this policy shall be deemed cancelled as to all Insureds at the date and hour specified in such notice. In such case, the Insurer shall be entitled to a pro-rata proportion of the Premium. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

3. Arbitration

Any and all disputes or differences which may arise under, out of, in connection with or in relation to this policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).

In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.

The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.

The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.

It is a condition precedent to any right of action or suit upon this policy that the award by such arbitrator or arbitrators shall be first obtained.



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In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

4) Insolvency

Insolvency, receivership or bankruptcy of any Insured shall not relieve the Insurer of any of its obligations hereunder.

5) Plural Headings and Titles

The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this policy, words beginning with Capital letters have special meaning and are defined. Words that are not specifically defined in this policy have the meaning normally attributed to them.

6) Scope and Governing Law

Where legally permissible and subject to the U.S.A./Canada Exclusion, this policy shall apply to any Claim made against any Insured anywhere in the world. Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with the laws of India and in accordance with the English text as it appears in this policy.

7) Subrogation

If any payment is to be made under this policy in respect of a Claim, the Insurer shall be subrogated to all rights of recovery of the Insured whether or not payment has in fact been made and whether or not the Insured has been fully compensated for its actual loss. The Insurer shall be entitled to pursue and enforce such rights in the name of the Insured, who shall provide the Insurer with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. The Insured shall do nothing to prejudice these rights. Any amount recovered in excess of the Insurer's total payment shall be restored to the Insured less the cost to the Insurer of such recovery. The Insurer agrees not to exercise any such rights of recovery against any Employee unless the Claim is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the Employee. In its sole discretion, the Insurer may, in writing, waive any of its rights set forth in this Subrogation Clause.

8) Validity

This policy is not binding upon the Insurer unless it is countersigned on the Schedule by an authorised representative of the Insurer.

SECTION VII- CLAIMS PROCEDURE

1) Notification of Claims

The Insured shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of any Claim first made against the Insured as



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soon as practicable and during the Policy Period. All notifications must be in writing or by facsimile, and addressed mentioned in Claims Disclaimer hereunder.



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2) Related Claims

If notice of a Claim against an Insured is given to the Insurer pursuant to the terms and conditions of this policy, then: (i) any subsequent Claim alleging, arising out of, based upon or attributable to the facts alleged in that previously noticed Claim; and (ii) any subsequent Claim alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged in that previously noticed Claim, shall be considered made against the Insured and reported to the Insurer at the time notice was first given. Any Claim or Claims arising out of, based upon or attributable to (i) the same cause, or (ii) a single Wrongful Act, or (iii) a series of continuous, repeated or related Wrongful Acts, shall be considered a single Claim for the purposes of this policy.

3) Circumstances

During the Policy Period, an Insured may become aware of circumstances which may reasonably be expected to give rise to a Claim. In such event, an Insured may report the circumstances in writing to the Insurer. If in doing so, the Insured provides: (i) the reasons for anticipating the Claim, and (ii) full particulars as to dates, acts and persons involved; then any Claim which is subsequently made against an Insured and reported in writing to the Insurer alleging, arising out of, based upon or attributable to such circumstances, or alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged or described in the previously notified circumstances, shall be considered first made against the Insured and reported to the Insurer at the time the facts or circumstances were first reported, if accepted by the Insurer.

4) Defence / Settlement

The Insurer does not assume any duty to defend, and the Insured shall defend and contest any Claim made against them unless the Insurer, in its sole and absolute discretion, elects in writing to take over and conduct the defence and settlement of any Claim. If the Insurer does not so elect, it shall be entitled, but not required, to participate fully in such defence and the negotiation of any settlement that involves or appears reasonably likely to involve the Insurer. The Insurer has the right at any time after notification of a Claim to make a payment to the Insured of the unpaid balance of the Limit of Liability, and upon making such payment, all obligations of the Insurer to the Insured under this policy, including, if any, those relating to defence, shall cease.

5) Insurer's Consent

As a condition precedent to cover under this policy, no Insured shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, or incur any Defence Costs without the prior written consent of the Insurer. Only those settlements, judgments and Defence Costs consented to by the Insurer, and judgments resulting from Claims defended in accordance with this policy, shall be recoverable as Loss under this



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policy. The Insurer's consent shall not be unreasonably withheld, provided that the Insurer shall be entitled to exercise all of its rights under the policy.

6) Insured's Consent

The Insurer may make any settlement of any Claim it deems expedient with respect to any Insured, subject to such Insured's written consent. If any Insured withholds consent to such settlement, the Insurer's liability for all Loss on account of such Claim shall not exceed the amount for which the Insurer could have settled such Claim, plus Defence Costs incurred as of the date such settlement was proposed in writing by the Insurer, less coinsurance (if any) and the applicable Retention.

7) Co-operation

The Insured will at their own cost: (i) render all reasonable assistance to the Insurer and co-operate in the defence of any Claim and the assertion of indemnification and contribution rights; (ii) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any Loss under this policy; (iii) give such information and assistance to the Insurer as the Insurer may reasonably require to enable it to investigate any Loss or determine the Insurer's liability under this policy.

8) Allocation

In the event that any Claim involves both covered matters and matters not covered under this policy, a fair and proper allocation of any cost of defence, damages, judgments and/or settlements shall be made between each Insured and the Insurer taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.

9) Fraudulent Claims

If any Insured shall give any notice or claim cover for any Loss under this policy knowing such notice or claim to be false or fraudulent as regards amounts or otherwise, such Loss shall be excluded from cover under the policy, and the Insurer shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this policy in its entirety, and in such case, all cover for Loss under the policy shall be forfeited and all Premium deemed fully earned and non-refundable.

Notices and Claims

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to:



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Universal Sompo General Insurance Co. Ltd.

Express IT Park, Plot No. EL - 94, T.T.C. Industrial Area, M.I.D.C., Mahape, Navi Mumbai-400710

Toll Free Numbers: 1 - 800 - 224030 (For MTNL/BSNL Users) or 1 - 800 - 1024030 or 1 - 800 - 2004030

Landline Numbers: (022) - 27639800 or (022) - 41582900 or (022) - 41582999 or (022) - 39133700 (Local Charges Apply)

E-mail Address: contactus@universalsompo.com. Fax Numbers: (022) 41582929 or (022) 41582939

Note: Please include your policy number for any communication with us.

Claims Disclaimer

In the unfortunate event of any loss or damage to the insured property resulting into a claim on this policy, please intimate the mishap IMMEDIATELY to our Call Centre at Toll Free Numbers on 1-800-22-4030 (for MTNL/BSNL users) or 1-800-102-4030 or 1-800-200-4030 (other users) or on chargeable numbers at +91-22-27639800/+91-22-41582900/+91-22-41582999/+91-22-39133700. Please note that no delay should be allowed to occur in notifying a claim on the policy as the same may prejudice liability. In case of any discrepancy, complaint or grievance, please feel free to contact us within 15 days of receipt of the Policy.

1. Grievances

In case You are aggrieved in any way, You may contact Us at the specified address, during normal business hours. If the situation so arises that, no reply is received from Us within one month or if You are not satisfied with the Our reply You may, subject to vested jurisdiction, approach Insurance Ombudsman relevant to their states for the redressal of Your grievance. The details of Insurance Ombudsman can be obtained at IRDA website: www.irdaindia.org, the website of General Insurance Council: <http://www.generalinsurancecouncil.org.in/> or from the office of the Company are annexed herewith.



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The details of Insurance Ombudsman are available below:

Office of the Ombudsman/ Area of Jurisdiction	Contact Details
AHMEDABAD Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu	Shri Amitabh , Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:- 079-27546840 ; Fax : 079-27546142; Email ins.omb@rediffmail.com
BHOPAL Madhya Pradesh & Chhattisgarh	Shri N.A. Khan , Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2 nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 023. Tel.:- 0755-2569201; Fax : 0755-2769203; Email bimalokpalbhopal@airtelmail.in
BHUBANESHWAR Orissa	Shri S.K. Dhal , Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455; Fax : 0674-2596429; Email ioobbsr@dataone.in
CHANDIGARH Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir ,UT of Chandigarh	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468; Fax : 0172-2708274; Email ombchd@yahoo.co.in
CHENNAI Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Shri V. Ramasaamy , Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /5284; Fax : 044-24333664 ;Email insombud@md4.vsnl.net.in
NEW DELHI Delhi & Rajashtan	Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23239633; Fax : 011-23230858; Email iobdelraj@rediffmail.com
GUWAHATI Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Shri Sarat Chandra Sarma , Insurance Ombudsman, Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5 th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5; Fax : 0361-2732937; Email ombudsmanghy@rediffmail.com
HYDERABAD Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry	Shri K Chandrahas , Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1 st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123; Fax: 040-23376599; Email insombudhyd@gmail.com
ERNAKULAM Kerala , UT of (a)Lakshadweep , (b) Mahe – a part of UT of Pondicherry	Shri James J. Muricken , Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759; Fax : 0484-2359336; Email iokochi@asianetindia.com
KOLKATA West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim	Insurance Ombudsman, Office of the Insurance Ombudsman, North British Bldg., 29, N.S. Road, 4 th Floor, KOLKATA-700 001. Tel : 033-22134866; Fax : 033-22134868; Email iombsbpa@bsnl.in
LUCKNOW Uttar Pradesh and Uttaranchal	Shri M.S. Pratap , Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331; Fax : 0522-2231310; Email insombudsman@rediffmail.com
MUMBAI Maharashtra , Goa	Shri S Viswanathan , Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106928; Fax : 022-26106052; Email ombudsmanmumbai@gmail.com

The updated details are also available on : http://www.irdaindia.org/ins_ombusman.htm