

**PROFESSIONAL INDEMNITY INSURANCE POLICY  
POLICY WORDINGS**

In consideration of the payment of premium and based on the information contained in the Proposal and all other documents accompanying it, Universal Sompo General Insurance Company Ltd. (hereinafter referred to as the Insurer) agrees, subject to all the terms and conditions of the policy, to provide coverage as follows:

**Insuring Clause**

The Insurer shall indemnify on behalf of the Insured their legal liability for any loss arising as a result of a claim first made against the Insured and notified to the Insurer during the period of insurance, based solely on the Insured's provision of the professional services.as specified in item 2 of the schedule.

**Automatic Extensions**

**1. Advance Payment of Defence costs**

The insurer agrees that, where it is not yet determined whether the insured is entitled to the cover set out in this policy, the insurer will still advance defence costs on behalf of the insured within 30 days of being invoiced for them by defence counsel.

Such defence costs advanced on behalf of an insured who is not entitled to the cover set out in this policy, must be repaid to the insurer.

**2. Claims preparation costs**

The Insurer will pay all reasonable and necessary out of pocket costs incurred by the insured towards the preparation of a defence to a claim covered by this policy. Payments provided under this extension, shall not however include any claim expenses.

The Insurer's liability under this Extension shall not exceed the sub-limit specified under item 5a. of the schedule to this policy (which is included within and not in addition to the Limit of Indemnity) in respect of all claims covered by this policy. Notwithstanding the deductible specified in the schedule this extension will be subject to a compulsory excess of ₹5,000.

**3. Continuous Cover**

The Insurer agrees subject to the provisions of Exclusion 13 of this Policy, to indemnify the Insured in respect of any claim which could have been notified to the Insurer under an earlier Professional Indemnity Policy issued by the Insurer but which is first notified during the period of insurance, provided that:

- (a) the failure of the Insured to disclose such claim before the commencement of the period of insurance was not a result of any fraudulent intention to mislead or misrepresent to the Insurer
- (b) the Insured's entitlement to any indemnity under this policy will be subject to the terms and conditions of the policy held by the Insured with the Insurer on the date when such claim was first made or the date the Insured first became aware of the circumstances provided that the Insurer's Limit of Indemnity will be the lower of the one available under:
  - i. the policy held by the Insured with the Insurer when the claim was first or when the Insured first became aware of the claim; or
  - ii. this policy
- (c) the Insured's entitlement to an indemnity under this policy shall be reduced by the amount that, in the reasonable opinion of the Insurer represents the extent to which the Insurer's interests were prejudiced by the failure to notify such claim.

#### **4. Libel, Slander and/or Defamation**

The Insurer agrees to indemnify the Insured in respect of any claim resulting from any unintentional libel, unintentional slander or other unintentional defamation by the Insured resulting from the provision of professional services.

The Insurer shall not however be liable to make any payment under this policy for any intended or attempted effort to libel, slander or defame.

#### **5. Emergency Defence costs**

If it is not possible for the Insured to obtain the Insurer's written consent prior to the incurring of defence costs, the Insurer will give retrospective consent as long as such consent is sought by the Insured from the Insurer within 30 days of the first of such defence costs being incurred.

The Insurer's liability under this Extension shall not exceed the sub-limit specified under item 5b. of the schedule to this policy, and shall be part of and not in addition to the Limit of Indemnity.

#### **6. Extended reporting period**

In the event that this policy is not renewed or is cancelled for any reason other than non-payment of premium then the Insured may notify the claim within a period of 60 days commencing on the day immediately following expiry of this policy provided that:

- (a) the Insurer will treat that claim as if it had been made against the Insured and notified during the immediately preceding period of insurance

(b) coverage afforded hereunder does not reinstate or increase the Limit of Indemnity or extend the period of insurance.

### **7. Intellectual property**

The Insurer agrees to indemnify the Insured in respect of any claim resulting from any unintentional infringement of copyright, trademarks, service marks, registered designs, patents or any unintentional plagiarism or unintentional breach of confidentiality by the insured.

The Insurer shall not however be liable to make any payment under this policy to any Insured intentionally committing, assisting or condoning such conduct.

### **8. Joint ventures**

The Insurer agrees to indemnify the Insured in respect of any claim resulting from activities in which the Insured is engaged in the provision of professional services as a joint-venture partner. This extension neither affords coverage to joint-venture partner nor makes any such person or entity an Insured.

### **9. Loss of Documents**

The Insurer agrees to indemnify the Insured in respect of any claim resulting from the loss of, damage to, or destruction of documents belonging to the Insured or for which the Insured is legally responsible in the provision of professional services provided that:

- (a) any claim payable under this extension is only limited to the reasonable and necessary costs, charges and expenses in replacing or restoring the documents rectification of which is undertaken as soon as practicable by the Insured with the Insurer's prior written consent, such consent not to be unreasonably withheld
- (b) the claim payable for such costs, charges and expenses is supported by satisfactory proof of loss (including bills and accounts)
- (c) such loss of, damage to or destruction of the documents was first discovered by the Insured during the period of insurance and after the retroactive date
- (d) no coverage is afforded for any costs, charges or expenses directly or indirectly relating to any documents which have been destroyed, damaged or lost as a result of wear, tear or other gradually operating causes.

The Insurer's liability under this Extension shall not exceed the sub-limit specified under item 5c. of the schedule to this policy, and shall be part of and not in addition to the Limit of Indemnity.

## 10. Newly Acquired or Created Subsidiaries

The Insurer agrees to indemnify the Insured in respect of any subsidiary company which is acquired or created during the period of insurance, provided such subsidiary company:

- (a) has total gross revenues or fees less than 20% of the Insured's gross revenues or fees as per the Insured's most recent audited financial statements
- (b) provides the same professional services as the Insured
- (c) does not have any gross revenue or fees generated from outside the Territorial Limits specified in the schedule

No coverage is provided in respect of any claim against the subsidiary company arising from any professional services before the Insured's acquisition or creation of such subsidiary company.

### Limit of Indemnity

1. The Limit of Indemnity stated under item 4a. of the schedule to this policy, shall be the most the Insurer will pay under this policy for all Insureds in respect of their legal liability, directly or indirectly arising out of or in connection with:
  - a) each claim for which this policy provides coverage, regardless of the time of payment by the Insurer;
  - b) defence costs shall be part of and not in addition to the Limit of Indemnity and payment of defence costs by the Insurer shall reduce such Limit of Indemnity.
  - c) each sub-Limit of Indemnity is the maximum amount the Insurer will pay within the Limit of Indemnity under this policy for any claim in respect of any insurance covers or extensions to which it applies. Any subsequent endorsement / extension shall be part of, and not in addition to the Limit of Indemnity as stated in the schedule.
2. The Aggregate Limit of Indemnity stated in item 4b. of the schedule to this policy shall be the most the Insured will pay for all claims in respect of all insureds during the period of insurance. if the Aggregate Limit of Indemnity is exhausted by the payment of a claim or claims arising during the period of insurance, all Insurer's obligations under this policy shall be completely discharged and the premium shall be fully earned

### Policy Definitions

#### 1. Claim or Claims

claim or claims shall mean:

- a) receipt by the Insured of any written or verbal notice of demand for compensation made or to be made by a third party against the Insured; or

- b) any writ, statement of claim, summons, application or other legal or arbitral process, cross-claim, counter-claim or third-party notice served on the Insured

## **2. Defence costs**

defence costs shall mean the reasonable expenses necessarily incurred by or on behalf of the Insured or by the Insurer in the investigation, settlement or defence of a claim and shall include legal costs and disbursements.

## **3. Deductible**

deductible means the amount shown as such in the schedule, which shall be the responsibility of the Insured, as applicable, in respect of each claim or each request for indemnity under the policy and shall also apply to all extensions of Cover (unless otherwise stated therein).

## **4. Documents**

documents shall mean blueprints, deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms or documents of any nature whatsoever, whether written, printed, or reproduced by any method including computer records or electronic data material except, money, negotiable instruments, bearer bonds or coupons stamps, bank or currency notes or any other form of negotiable instrument.

## **5. Employee**

employee means any person, other than a director or partner of the Insured, who is or has been under a contract of employment or apprenticeship or any work experience or similar scheme with the Insured, solely in connection with the professional services provided by the Insured. This definition does not include sub-contractors.

## **6. Family member**

family member means any spouse, former spouse, partner, parent, child, grandparent, aunt, uncle, niece, nephew, cousin or sibling of an Insured.

## **7. Insured or Insureds**

Insured or Insureds means:

- a) the sole practitioner, partnership, legal entity, company or corporation specified in the schedule as the Insured;
- b) the predecessors in business of the Insured in respect of a) above;

- c) any former principal, partner or director of the Insured (in respect of work performed for and on behalf of the Insured in the provision of the professional services);
- d) any past or present employee of the Insured acting within the scope of their employment in the provision of the Insured's professional services;
- e) any subsidiary company declared and included in the Proposal.

#### **8. Joint-venture partner**

Joint-venture partner means any person or entity with whom the Insured is engaged in a common adventure, including any jointly owned company or corporation incorporated or designated for the purpose.

#### **9. Inquiry**

inquiry means any hearing related to the provision of the professional services by an insured if the findings from such inquiry or hearing could lead to a claim being made against the insured which may be covered under this policy.

#### **10. Inquiry costs**

inquiry costs mean reasonable legal, assessors, adjusters and expert witness costs incurred with the Insurer's written consent but does not include any insured or employee's salaries, wages, travel or accommodation expenses.

#### **11. Loss**

loss means:

- a) Any awards of monetary damages, judgments, settlements, defence expenses and/or third-party legal costs which insured is obliged to pay as a result of a claim, provided that such amounts shall constitute loss only to the extent that they are in excess of the applicable deductible
- b) loss shall not include:
  - (i) Any employee remuneration, benefits, stock or share options or severance payments;
  - (ii) Fines, penalties and taxes;
  - (iii) Any civil, appeal or criminal bond;
  - (iv) The multiplied portion of any multiple damage award or matters;
  - (v) Any punitive, aggravated or exemplary damages;
  - (vi) Any amounts uninsurable by law

resulting from any claim alleging a wrongful act committed by or on behalf of the Insured

## **12. Period of insurance**

period of insurance means the policy period specified in item 3. of the schedule and any extension thereof which may be agreed in writing between the Insurer and the Insured.

## **13. Personal injury**

personal injury means:

- a) bodily injury, sickness, disease, death or disability;
- b) physical or mental stress, trauma or nervous shock and any consequences thereof, including but not limited to post traumatic stress disorder, anxiety, neurosis or phobia of any description;
- c) false arrest, false imprisonment, wrongful detention, malicious prosecution, embarrassment and/or humiliation

## **14. Policy**

policy means the following documents:

- a) this document,
- b) the proposal form,
- c) the schedule,
- d) any certificate of insurance
- e) any endorsements

## **15. Pollutants**

Pollutants means any type of matter, substance or ecologically harmful contaminant including, but not limited to oil, smoke, vapour, soot, fumes, fungi, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed

## **16. Professional services**

professional services mean any type of service provided by the Insured within their profession, business or occupation specified in item 2. of the schedule, performed or required to be performed for or on behalf of a client for a fee or any other type of consideration. It does not include the provision of services while acting in a capacity as a director or officer.

## **17. Property damage**

property damage means physical injury to or destruction of tangible property, including the resultant loss of use of that damaged or destroyed property and any consequential losses resulting therefrom.

## **18. Retroactive date**

retroactive date means the date specified under item 11. of the schedule.

## **19. Schedule**

schedule means the schedule attaching to and forming part of this policy, including any schedule substituted for the original schedule

## **20. Sub-contractors**

sub-contractors mean independent consultants or sub-contractors who provide services to the Insured under a written contract. This definition does not include any employee.

## **21. Subsidiary company**

subsidiary company means any company or other legal entity over which the Insured exercises effective governance or control or in respect of which the Insured directly or indirectly:

- a) controls the composition of the board of directors; and/or
- b) controls more than half of the voting power; and/or
- c) holds more than half of the issued share capital or other ownership of the entity

## **22. Wrongful act**

wrongful act means negligent act, error or omission in the course of providing professional services.

## **Policy Exclusions**

The Insurer shall not be liable to make any payment under this policy in respect of:

### **1. Anti-Competitive Practices**

Any claim based upon, arising out of, directly or indirectly resulting from or in consequence of any contravention of any provisions of the Competition Act of India 2002, as amended from time to time, or any similar law anywhere in the world regulating monopolization, anti-trust, price fixing, price discrimination, predatory pricing, restraint of trade or similar activities.

### **2. Asbestos**

Any claim based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.



### **3. Aggravated, Punitive, Exemplary damages, Fines or Penalties**

Any claim arising out of, based upon, attributable to or as a consequence of:

- a) fines, taxes, penalties, exemplary, punitive, liquidated or aggravated damages; or
- b) the return, restitution, or offset of fees, expenses or costs paid to an Insured; or
- c) any other damages deemed uninsurable in law

### **4. Contractual liability**

Any claim arising from or in connection with:

- a) any contractual liability or assumed liability, unless the Insured would in any event be legally liable in the absence of such contractual or assumed liability;
- b) any liability assumed by an Insured under any guarantee or warranty unless the Insured would in any event be legally liable in the absence of such guarantee or warranty.

### **5. Employer's liability**

- a) any claim for any bodily injury, sickness, disease, nervous shock, mental disorder or death of any employee of the Insured or for the destruction or loss or damage to any tangible property belonging to an employee, including loss of use thereof, arising in the course of their employment;
- b) any claim arising out of any obligation for which the Insured or any carrier as its insurer may be liable under any workers' compensation, unemployment compensation, employer's liability, disability benefits law or any other similar law.

### **6. Fraud and dishonesty**

Any claim directly or indirectly caused by, arising out of or in any way connected with

- a) any Insured committing or condoning; or allegedly committing or condoning any dishonest or fraudulent act; or
- b) any wilful breach of any statute, contract or duty by any Insured or their agent(s); or
- c) any malicious, criminal or intentional breach of the law

### **7. Insolvency**

Any claim made against the Insured, where all or part of such claim is directly or indirectly based upon or attributable to the insolvency of the Insured or the suppliers and/or sub-contractors of the Insured.

## **8. Intellectual Properties**

Other than stated in Automatic Extension Clause 7 above, any claim based upon, arising out of, directly or indirectly resulting from, in consequence of unfair competition; passing off; or infringement of patent copyright, design, trademark, service mark, trade name or slogan.

## **9. Licensing inquires**

any prosecution, inquiry, hearing, commission or other investigation in relation to the insured failing to be properly licensed, registered or accredited to provide professional services as required by any acts, rules, regulations or industry codes of practice.

## **10. Managerial Liability**

Any claim directly or indirectly arising from or in connection with any Insured acting in the capacity of a director or officer of a company, association or other legal entity.

## **11. Pollution**

Any claim based upon, arising out of, directly or indirectly resulting from:

- a) the discharge, dispersal, release, or escape of pollutants,
- b) the cost of removing, nullifying or cleaning up pollutants, or
- c) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants.

## **12. Personal Injury / Property Damage**

Any claim in respect of loss or losses arising out of:

- a) personal injury; or
- b) property damage

suffered or incurred by any entity or person other than as the direct result of professional services having been or being performed, undertaken or provided by or on behalf of the Insured.

## **13. Prior and pending**

Any claim made against or in any way intimated to the Insured prior to the commencement of the period of insurance or directly or indirectly arising from or attributable to:

- a) any facts or circumstances of which the Insured was aware or of which a reasonable person in the circumstances would have been aware, prior to the commencement of the period of insurance;

- b) any facts or circumstances reported to an insurer under any insurance policy entered into before the commencement of the period of insurance;
- c) any facts disclosed to any insurer in any proposal for insurance prior to the commencement of the period of insurance.

#### **14. Related Persons & Entities**

Any claim brought or maintained by or on behalf of:

- a) any Insured or parent company of any Insured; or
- b) any joint-venture partner of any Insured; or
- c) any entity within the same group of companies as the Insured; or
- d) any person or entity who, at the time of the act, error or omission giving rise to the claim is a family member of any Insured or controlled by a family member of any Insured unless such claim originates from an independent third-party claimant

#### **15. Retroactive date**

Any claim directly or indirectly arising from a wrongful act which has taken place or is alleged to have taken place prior to the retroactive date.

#### **16. Trading Debts**

Any claim based upon, arising out of, directly or indirectly caused by or in any way connected with any debt of an Insured or any guarantee or other undertaking or obligation given by an Insured for a debt.

#### **17. Nuclear**

Any claim based upon, arising out of, directly or indirectly resulting from, in consequence of ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof

#### **18. War**

Any claim based upon, arising out of, directly or indirectly resulting from, in consequence of any act of war, invasion, acts of foreign enemies, hostilities or war-like operation (whether war be declared or not), civil war, mutiny, popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

## **19. Terrorism**

Any claim based upon, arising out of, directly or indirectly resulting from, in consequence of any act of terrorism. For the purpose of this exclusion, 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 intention to influence any government and/or to put the public, or any section of the public, in fear.

## **General Conditions**

### **1. Change in Exposure**

If during the period of insurance any of the following changes in exposure take place, the Insured must give immediate written notice to the Insurer:

- a) a major change in the professional services provided including any change in the territory(ies) where such professional services are provided
- b) If the Insured's revenues or fee incomes increase by more than 25% of values projected at the time of policy inception or renewal
- c) if the Insured or any subsidiary company is a subject of a merger or acquisition

The Insurer may then impose additional premium, terms and conditions as the Insurer deems necessary.

### **2. Authorisation**

The insured authorises the legal entity specified in Item 1. of the schedule to act on behalf of all persons and entities comprising the insured with respect to the giving and receiving of any notice under or in connection with this policy, the payment and return of premium and the negotiation, agreement to and acceptance of endorsements.

### **3. Deductible**

In respect of each claim made against the Insured the amount specified in Item 6. of the schedule, as the deductible shall be borne by the Insured and the Insurer shall only be liable for any excess over such amount.

### **4. Other Insurance**

If any loss covered under this policy is also covered under any other valid and collectible insurance, then this policy shall cover the loss, subject to its terms and conditions, only to the extent that the amount of the loss is in excess of the amount of such other insurance and this is regardless of whether such other insurance is stated to

be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the limit of liability provided by this policy.

#### **5. Prior and Pending**

It is a condition precedent to liability of the Insurer that at the date of signing the proposal, the Insured was not aware of or suspected or had any grounds for suspecting any circumstances which could give rise to a claim being made against them other than any circumstances stated by the Insured in the proposal.

#### **6. Plurals, Headings and Titles**

The proposal, this policy, its schedule and any endorsements are one contract in which, 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. Words that are not specifically defined in this policy have the meaning normally attributed to them unless the context otherwise requires.

#### **7. Severability and non-imputation**

Where this policy insures more than one party, the proposal will be construed as a separate proposal by each insured. When determining whether coverage is available under this policy:

- a) any failure by an insured to comply with the duty of disclosure shall not be imputed to any other insured, where the other insured is innocent of and had no prior knowledge of the failure; and
- b) for the purposes of the exclusions (other than Policy Exclusion 13. above), no facts pertaining to, conduct of or knowledge possessed by an insured shall be imputed to any other insured.

#### **8. Cancellation**

Insured may cancel this policy at any time by giving the Insurer a minimum of 15 days notice in writing stating therein the date & time Insured wishes such cancellation to be effective. Provided that there are no claims made or claims paid under this policy, insurer shall refund the premium for the unexpired period of insurance based on the short-period scale given below:

<b>Period the Policy has run</b>	<b>Policy Premium to be Retained</b>
Not Exceeding 1 Month	25% of the Annual premium
Not Exceeding 2 Months	35% of the Annual premium
Not Exceeding 3 Months	50% of the Annual premium
Not Exceeding 4 Months	60% of the Annual premium

Not Exceeding 6 Months	75% of the Annual premium
Not Exceeding 8 Months	85% of the Annual premium
Exceeding 8 Months	Full Annual Premium

The insurer may also cancel this policy at any time and such cancellation will take effect 15 days from the time of receipt of notification by the insured. Upon cancellation, the insurer shall allow a pro-rata refund of premium for the unexpired period of insurance.

### **9. 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.

### **10. Bankruptcy**

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve the Insurer of its obligations under this policy.

### **11. Territory and Jurisdiction**

The indemnity provided by this policy shall apply in respect of:

- a) conduct committed, attempted or alleged to have been committed or attempted, anywhere in the world;
- b) claims made and actions brought anywhere in the world.

except for claims or actions:

- a) involving the application of the law of the United States of America or the Dominion of Canada or their territories or protectorates; or
- b) brought in a court of law in the United States of America or the Dominion of Canada or their territories or protectorates; or
- c) arising out of the enforcement of any judgement, order or award made in any court of law in the United States of America or the Dominion of Canada or their territories or protectorates.

### **12. Governing Law**

- a) Any interpretation of this policy relating to its construction, validity or operation shall be determined in accordance with the laws of India.

- b) All the documents making up this policy shall be read together as one contract and any word or expression to which a specific meaning has been attached shall bear the same meaning wherever it may appear.

### **13. Assignment**

Neither this policy nor the rights it creates may be assigned without the insurer's prior written agreement by way of endorsement to this policy.

### **14. Adjustment of Premium**

If the premium charged or chargeable at the time of policy inception or renewal has been calculated based on projected values of Revenues or Fee Incomes by the Insured, it shall be subject to adjustment upon completion of the policy term. The Insured shall maintain an accurate record of information on matters for which such projected values have been given which shall be available to the insurer for inspection on request.

Within 30 days of expiry of each period of insurance the Insured shall supply the Insurer with a true statement of the particulars necessary for assessment of premium and should these particulars differ from the projected values upon which premium had been paid the difference in premium shall be adjusted by means of a proportionate payment or refund.

## **Claims Conditions**

### **1. Reporting and notice**

#### **a) Notice of Claim**

The Insured shall as a condition precedent to their right to be indemnified under this policy, give to the Insurer written notice as soon as practicable of any claim made against the Insured or loss for which indemnity is sought.

#### **b) Notice of Circumstances**

If, during the period of insurance, the Insured:

- i. first becomes aware of any wrongful act, fact or circumstance which is likely to give rise to a claim, and
- ii. give the Insurer written notice of such wrongful act, fact or circumstance including full written details as stated above;
- iii. and requests coverage under this policy for any subsequently resulting claim, then

the Insurer will treat any such resulting claim as if it had been made during the period of insurance.

### **2. Cooperation**

The insured agrees to provide the insurer with all information, assistance and cooperation that the insurer may reasonably request, and further agrees that they will do nothing which in any way increases the insurer's exposure under this policy or in any way prejudices the insurer's potential or actual rights of recovery

### **3. Allocation**

If loss covered by this policy resulting from a claim made against the insured, contains both covered matters and matters not covered by this policy, then the insured and the insurer will use their best efforts to determine a fair and appropriate allocation between that portion of loss that is covered under this policy and that portion of loss that is not covered under this policy.

Additionally, the insured and the insurer agree that in determining a fair and appropriate allocation of loss, the parties will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defence and/or settlement of the claim by, the insured and others.

In the event that an agreement cannot be reached between the insurer and the insured as to an allocation of loss, as described in clause above, then the insurer shall advance that portion of loss which the insured and the insurer agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this policy and applicable law



#### **4. Related Claims**

All claims arising directly or indirectly out of or in connection with the same source or originating cause shall be considered to constitute a single claim for the purposes of the Limit of Indemnity and the deductible.

#### **5. Defence and Settlement**

- (a) It shall be the duty of the insured to defend any claim. The insurer shall have the right and be given the opportunity to participate with each insured in the defence and settlement of any claim that appears likely to involve the insurer.
- (b) The insurer shall not be obliged to pay any defence costs unless the insurer has provided prior written consent to such defence costs being incurred (except as provided for in Automatic Extensions clause 5) such consent not to be unreasonably withheld, delayed or denied.
- (c) Except as provided for in Automatic Extensions clause 5, the insurer shall not be obliged to make any payment in connection with any liability admitted by the insured nor any settlement agreed by the insured unless the insurer has provided prior written consent to the liability being admitted or settlement being agreed, such consent not to be unreasonably withheld, delayed or denied..

#### **6. Subrogation**

If the Insurer grants indemnity under this policy in respect of any claim, then the Insurer shall be subrogated to all the Insured's rights of recovery in respect of such claim regardless of whether or not any payment has been made or the Insured has been compensated in full for their loss. The Insured will give all such assistance in the exercise of rights of recovery as the Insurer may reasonably require. The Insured must refrain from doing anything that might prejudice the Insurer's actual or potential rights of recovery against any party.

The Insurer agrees not to exercise any such right of subrogation against any of the Insured's directors, officers or employees unless the claim is brought about or contributed to by the dishonest, fraudulent, reckless, criminal or malicious act or omission of the director, officer or employee.

### **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:

Our Grievance Redressal Officer

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

#### **Grievance cell**

Policy Wording: Professional Indemnity Insurance Policy  
UIN: IRDAN134CP0440V01202122

In case of any grievance the insured person may contact the company through:

**Website:** [www.universalsompo.com](http://www.universalsompo.com)

**Toll free:** 1 - 800 - 224030 (For MTNL/BSNL Users) or 1 - 800 – 2004030

**E-mail:** [contactus@universalsompo.com](mailto:contactus@universalsompo.com)

**Courier:** Universal Sampo General Insurance Co. Ltd, Unit No- 601 & 602 A Wing, 6th Floor, Reliable Tech Park, Cloud City Campus; Thane- Belapur Road, Airoli- 400708

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at [grievance@universalsompo.com](mailto:grievance@universalsompo.com)

For updated details of grievance officer, kindly refer the link [www.universalsompo.com](http://www.universalsompo.com)

Grievance may also be lodged at IRDAI Integrated Grievance Management System - <https://igms.irda.gov.in/>

#### 1. Consumer Affairs Department of IRDAI

- a.) In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number **155255 (or) 1800 4254 732** or sending an e-mail to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in). You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at [igms.irda.gov.in](http://igms.irda.gov.in).
- b.) You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available [by clicking here](#). You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.
- c.) You can visit the portal <http://www.policyholder.gov.in> for more details.

#### 2. 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 [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

**IRDAI Integrated Grievance Management System – <https://igms.irda.gov.in/>**

**The contact details of the Insurance Ombudsman offices are as below-**

Office Details	Jurisdiction of Office Union Territory, District)
<b>AHMEDABAD - Shri Kuldip Singh</b> Office of the Insurance Ombudsman,	Gujarat, Dadra & Nagar Haveli,

<p>Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">Email: bimalokpal.ahmedabad@cioins.co.in</a></p>	<p>Daman and Diu.</p>
<p><b>BENGALURU -</b> Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 <a href="mailto:bimalokpal.bengaluru@cioins.co.in">Email: bimalokpal.bengaluru@cioins.co.in</a></p>	<p>Karnataka.</p>
<p><b>BHOPAL -</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 <a href="mailto:bimalokpal.bhopal@cioins.co.in">Email: bimalokpal.bhopal@cioins.co.in</a></p>	<p>Madhya Pradesh Chattisgarh.</p>
<p><b>BHUBANESHWAR - Shri Suresh Chandra Panda</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">Email: bimalokpal.bhubaneswar@cioins.co.in</a></p>	<p>Orissa.</p>
<p><b>CHANDIGARH -</b> Office of the Insurance Ombudsman,  S.C.O. No. 101, 102 &amp; 103, 2nd Floor,  Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 <a href="mailto:bimalokpal.chandigarh@cioins.co.in">Email: bimalokpal.chandigarh@cioins.co.in</a></p>	<p>Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu &amp; Kashmir, Ladakh &amp; Chandigarh.</p>
<p><b>CHENNAI -</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet,</p>	<p>Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).</p>

CHENNAI – 600 018.  
 Tel.: 044 - 24333668 / 24335284  
 Fax: 044 - 24333664  
[Email: bimalokpal.chennai@cioins.co.in](mailto:bimalokpal.chennai@cioins.co.in)

**DELHI - Shri Sudhir Krishna**  
 Office of the Insurance Ombudsman,  
 2/2 A, Universal Insurance Building,  
 Asaf Ali Road,  
 New Delhi – 110 002.  
 Tel.: 011 - 23232481/23213504  
 Email: bimalokpal.delhi@cioins.co.in

Delhi &  
  
 Following Districts of  
 Haryana - Gurugram,  
 Faridabad, Sonapat &  
 Bahadurgarh.

**GUWAHATI -**  
 Office of the Insurance Ombudsman,  
 Jeevan Nivesh, 5th Floor,  
 Nr. Panbazar over bridge, S.S. Road,  
 Guwahati – 781001(ASSAM).  
 Tel.: 0361 - 2632204 / 2602205  
[Email: bimalokpal.guwahati@cioins.co.in](mailto:bimalokpal.guwahati@cioins.co.in)

Assam,  
 Meghalaya,  
 Manipur,  
 Mizoram,  
 Arunachal Pradesh,  
 Nagaland and Tripura.

**HYDERABAD -**  
 Office of the Insurance Ombudsman,  
 6-2-46, 1st floor, "Moin Court",  
 Lane Opp. Saleem Function Palace,  
  
 A. C. Guards, Lakdi-Ka-Pool,  
 Hyderabad - 500 004.  
 Tel.: 040 - 23312122  
 Fax: 040 - 23376599  
[Email: bimalokpal.hyderabad@cioins.co.in](mailto:bimalokpal.hyderabad@cioins.co.in)

Andhra Pradesh,  
 Telangana,  
 Yanam and  
 part of Union Territory of  
 Puducherry.

**JAIPUR -**  
 Office of the Insurance Ombudsman,  
 Jeevan Nidhi – II Bldg., Gr. Floor,  
 Bhawani Singh Marg,  
 Jaipur - 302 005.  
 Tel.: 0141 - 2740363  
[Email: bimalokpal.jaipur@cioins.co.in](mailto:bimalokpal.jaipur@cioins.co.in)

Rajasthan.

**ERNAKULAM - Ms. Poonam Bodra**  
 Office of the Insurance Ombudsman,  
 2nd Floor, Pulinat Bldg.,  
  
 Opp. Cochin Shipyard, M. G. Road,  
 Ernakulam - 682 015.  
 Tel.: 0484 - 2358759 / 2359338  
 Fax: 0484 - 2359336  
[Email: bimalokpal.ernakulam@cioins.co.in](mailto:bimalokpal.ernakulam@cioins.co.in)

Kerala,  
 Lakshadweep,  
 Mahe-a part of Union  
 Territory of Puducherry.

**KOLKATA - Shri P. K. Rath**  
 Office of the Insurance Ombudsman,

West Bengal,  
 Sikkim,

<p>Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 <a href="mailto:bimalokpal.kolkata@cioins.co.in">Email: bimalokpal.kolkata@cioins.co.in</a></p>	<p>Andaman &amp; Nicobar Islands.</p>
<p><b>LUCKNOW -Shri Justice Anil Kumar Srivastava</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in</p>	<p>Districts of Uttar Pradesh :</p> <p>Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p><b>MUMBAI -</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 <a href="mailto:bimalokpal.mumbai@cioins.co.in">Email: bimalokpal.mumbai@cioins.co.in</a></p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</p>
<p><b>NOIDA - Shri Chandra Shekhar Prasad</b></p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh:</p>

Office of the Insurance Ombudsman,  
Bhagwan Sahai Palace  
4th Floor, Main Road,  
Naya Bans, Sector 15,  
Distt: Gautam Buddha Nagar,  
U.P-201301.  
Tel.: 0120-2514252 / 2514253  
Email: [bimalokpal.noida@cioins.co.in](mailto:bimalokpal.noida@cioins.co.in)

Agra, Aligarh, Bagpat,  
Bareilly, Bijnor, Budaun,  
Bulandshehar, Etah, Kanooj,  
Mainpuri, Mathura, Meerut,  
Moradabad,  
Muzaffarnagar, Oraiyya,  
Pilibhit, Etawah,  
Farrukhabad, Firozbad,  
Gautambodhanagar,  
Ghaziabad, Hardoi,  
Shahjahanpur, Hapur,  
Shamli, Rampur, Kashganj,  
Sambhal, Amroha, Hathras,  
Kanshiramnagar,  
Saharanpur.

**PATNA - Shri N. K. Singh**

Office of the Insurance Ombudsman,  
2nd Floor, Lalit Bhawan,  
Bailey Road,  
Patna 800 001.  
Tel.: 0612-2547068  
Email: [bimalokpal.patna@cioins.co.in](mailto:bimalokpal.patna@cioins.co.in)

Bihar,  
Jharkhand.

**PUNE - Shri Vinay Sah**

Office of the Insurance Ombudsman,  
  
Jeevan Darshan Bldg., 3rd Floor,  
  
C.T.S. No.s. 195 to 198,  
N.C. Kelkar Road, Narayan Peth,  
Pune – 411 030.  
Tel.: 020-41312555  
Email: [bimalokpal.pune@cioins.co.in](mailto:bimalokpal.pune@cioins.co.in)

Maharashtra,  
Area of Navi Mumbai and  
Thane  
excluding Mumbai  
Metropolitan Region.