

ERRORS & OMISSIONS

PROSPECTUS

Introduction

Role of Professionals is increasing with globalization of Trade and Industry in India. There is enhanced requirement of Professionalism and due diligence from Professional pertaining to various fields. But sometimes services rendered can become a cause for financial hardship rather than earnings. Hence Errors and Omissions Policy, takes care of your liabilities which may arise due to negligence while executing your professional responsibilities. So that you can work instead of worrying.

Scope of Cover (What we Cover):

This Policy provides coverage for following –

- Negligent act, error or omission.
- Breach of Duty
- Civil Liability
- Defence Cost

The Extent of Cover:

The policy will cover for any Loss sustained and incurred by the Insured is limited to the Limit of Liability stated in Policy Schedule for all losses Discovered during the Policy Period and notified to the Insurer on a timely manner in accordance with the Claims Procedure.

Territory and Jurisdiction: Worldwide

Exclusions:

1. Prior and pending: Any claim made against or in any way intimated to You prior to the commencement of the period of insurance or directly or indirectly arising from or attributable to:
 - i. any facts or circumstances of which You were aware or of which a reasonable person in the circumstances would have been aware, prior to the commencement of the period of insurance;
 - ii. any facts or circumstances reported to Us or any other Insurer under any insurance policy entered into before the commencement of the period of insurance;
 - iii. any facts disclosed to Us or any other Insurer in any proposal for insurance prior to the commencement of the period of insurance.
2. Contractual liability: Any claim arising from or in connection with:
 - a) any contractual liability or assumed liability, unless You would, in any event be legally liable in the absence of such contractual or assumed liability;
 - b) any liability assumed by You under any guarantee or warranty unless You would, in any event be legally liable in the absence of guarantee or warranty.

3. Intellectual Properties: 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.
4. Pollution: Any **claim** in respect of loss or losses directly or indirectly arising out of:
 - 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.
5. Financial Failure & Trading Debts: Any claim based upon, arising out of, directly or indirectly caused by or in any way connected with any debt of Yours or any guarantee or other undertaking or obligation given by You for a debt.
6. Insolvency: Any claim made against You, where all or part of such claim is directly or indirectly based upon or attributable to Your insolvency or the insolvency of Your suppliers and/or sub-contractors.
7. Fraud and dishonesty:
 - a) any actual dishonest, fraudulent, criminal, wilful or malicious conduct by You;
 - b) any wilful breach of any statute, contract or duty by You or Your agent(s).
8. Managerial Liability: Any claim directly or indirectly arising from or in connection of Your acting in the capacity of a director or officer of a company, association or other legal entity.
9. Employer's liability:
 - a) any claim for any bodily injury, sickness, disease, nervous shock, mental disorder or death of any employee of Yours 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 You may have under any workers' compensation, unemployment compensation, employer's liability, disability benefits law or any other similar law.
10. 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
11. Bodily injury / property damage: Any claim in respect of loss or losses arising out of:
 - a) bodily 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 You or on Your behalf.
12. Retroactive date: Any claim directly or indirectly arising from or in connection with any conduct, act, error or omission which has taken place or is alleged to have taken place prior to the retroactive date.
13. USA / Canada exposure: Any claim in respect of loss or losses directly or indirectly arising out of or in connection with:

- a) Your conduct anywhere within the territorial limits of the United States of America or the Dominion of Canada, their territories or protectorates;
 - b) any legal proceedings which are brought before any court or tribunal having actual or purported jurisdiction within the United States of America, the Dominion of Canada, their territories and protectorates against You;
 - c) the enforcement of any judgment, order or award in or in connection with any proceeding brought before any court or tribunal against You having actual or purported jurisdiction within the United States of America, the Dominion of Canada or their territories and protectorates;
14. **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.
15. **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.
16. **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.

Conditions:

1. **Other Insurance**: If any claim; costs and expenses; or any other amounts insured under this policy are also potentially insured under any other insurance policy or policies, then You must advise Us at the time of making a claim under this policy, and provide Us with details of such other insurance(s).

This policy does not cover any claim in respect of which You are entitled to indemnity under any other insurance.

2. **Change in Exposure**: If during the period of insurance any of the following changes in exposure take place, You must give Us immediate written notice of these changes:
- a) a major change in the professional services provided by You including any change in the territory(ies) where such professional services are provided
 - b) If Your revenues or fee incomes increase by more than 25% of values projected at the time of policy inception or renewal
 - c) if You are a subject of any merger or acquisition

We may then impose additional premium, terms and conditions as the We deem necessary.

3. Observance of Policy Terms: The due observance and fulfilment of the terms, provisions and conditions of this policy insofar as they relate to anything to be done or not to be done by You shall be conditions precedent to Our liability under this policy.
4. Reasonable Care: You shall take all reasonable steps to prevent any breach of professional services.
5. Cancellation: You can cancel the policy at any time during the term, by informing the Company. In case you want to cancel the policy, you are not required to give reasons for cancellation
In such case of cancelation, the Company will refund proportional premium for unexpired policy period and there is no claim(s) made during the policy period
The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the retail policyholder.
6. 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.
7. 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. (This clause does not apply to policies bought by individuals).
8. Territorial Limits: The indemnity provided by this policy shall apply in respect of:
 - i. conduct committed, attempted or alleged to have been committed or attempted within the territory of India;
 - ii. claims made and actions brought within the territory of India.
9. Jurisdiction: The indemnity provided by this policy shall only apply in respect of judgments which are first delivered by, or obtained from a Court of competent jurisdiction in India.
10. Assignment: Neither this policy nor the rights it creates may be assigned without Our prior written agreement by way of endorsement to this policy

Add-ons/ Optional Coverages/Endorsements:

1. Emergency Defence Costs:
Notwithstanding anything to the contrary as stated in the policy and in consideration of the payment of additional premium as shown herein, We agree that where it is not possible for You to obtain Our written consent prior to incurring of defence costs, We will give retrospective consent as long as such consent is sought by You from Us within 30 days of the first of such defence costs being incurred.

Our liability under this Extension shall not exceed the sub-limit specified below, which shall be part of and not in addition to the Limit of Indemnity as stated in the schedule.

Sub-limit of Liability ₹ _____

2. Loss of Documents:

Notwithstanding anything to the contrary as stated in the policy and in consideration of the payment of additional premium as shown herein, We agree to indemnify You in respect of any claim resulting from the loss of, damage to or destruction of documents belonging to You or for which You are 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 You with Our 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 You 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.

Our liability under this Extension shall not exceed the sub-limit specified below, and shall be part of and not in addition to the Limit of Indemnity.

Sub-limit of Liability ₹ _____

3. Contractual Liability Extension:

Notwithstanding anything to the contrary as stated in the policy and in consideration of the payment of additional premium as shown herein, Policy Exclusion 2a) is amended to include coverage for any claim alleging a breach of contractual obligations in the rendering of or failure to render professional services

4. Sub-Contractors and Agents Extension:

Notwithstanding anything to the contrary as stated in the policy and in consideration of the payment of additional premium as shown herein and based on the information provided by You, We agree to indemnify You in respect of any claim resulting from the acts, errors or omissions of Your sub-contractors or agents for which You are legally liable in the provision of professional services. This extension neither affords coverage to Your sub-contractors or agents nor makes any such person or entity an Insured.

5. Run Off Cover for Insured Entity:

Notwithstanding anything to the contrary as stated in the policy and in consideration of the payment of additional premium as shown herein, We agree provide indemnification if You become the subject matter of any merger, takeover, sale or winding-up during the period of insurance, coverage shall continue to be provided under this policy till the expiry date shown under period of insurance in the schedule, but shall apply only for claims resulting from professional services provided prior to the effective date of the merger, takeover, sale or winding-up.

6. Court Attendance Costs Extension:

Notwithstanding anything to the contrary as stated in the policy and in consideration of the payment of additional premium as shown herein, We agree to provide up to ₹5,000 per day for who is or was Your employee and ₹10,000 per day for any person who is or was

Your principal, partner or director for court attendance costs incurred by You, if such employee, principal, partner or director is legally compelled to attend a civil proceeding as a witness in a claim covered by this policy.

Our total aggregate liability during any one period of insurance for all such court attendance costs shall not exceed the sub-limit shown below, and shall be part of and not in addition to the limit of Indemnity as shown on the policy schedule.

Sub-limit of Indemnity ₹ _____

7. Fraud And Dishonesty Extension:

Notwithstanding anything to the contrary as stated in the policy and in consideration of the payment of additional premium as shown herein, We agree to indemnify You in respect of a claim alleging conduct of an employee or any agent in the provision of professional services that falls or may fall within Exclusion 7 of the policy 'Fraud and dishonesty' provided that:

- (a) no indemnity is available to the dishonest employees or agents themselves, or where You have knowingly engaged in or condoned such conduct;
- (b) no indemnity is available in respect of a claim arising from or in any way connected with the loss of money, negotiable instruments including shares, bearer bonds, coupons, stamps, bank or currency notes.

8. Principal's Previous Business Extension:

Notwithstanding anything to the contrary as stated in the policy and in consideration of the payment of additional premium as shown herein, We agrees to indemnify You in respect of any claim against any person who is a Principal during the period of insurance arising from that Principal's previous business, of the same type and nature as the professional services, but only to the extent that the current Principal is not covered by Professional Indemnity insurance or any other applicable insurance policy of the previous business.

Where the previous business' Professional Indemnity insurance or any other applicable insurance policy applies, the cover provided by this Extension is specifically in excess of the limit of Indemnity of the previous business' insurance policy, and shall not cover any claim unless and until the insurers of the previous business' insurance policy have paid or have admitted liability therein to the full amount of their limit of liability.

9. Past subsidiary company Extension:

Notwithstanding anything to the contrary as stated in the policy and in consideration of the payment of additional premium as shown herein, We agree to indemnify You in respect of any claim for those entities which were once subsidiary companies but have since ceased to be subsidiary companies. Coverage in this respect shall only apply to claims based on conduct which occurred or is alleged to have occurred between the date of acquisition or creation of the subsidiary company by You and the date such subsidiary company ceased to be a subsidiary company.

10. Public Relations Expenses Extension:

Notwithstanding anything to the contrary stated in the policy and in consideration of the payment of additional premium as shown, We agree to indemnify You towards retaining of

services of a public relations consultant for the sole purpose of protecting Your reputation that has been brought to question as a direct result of a claim covered by this policy.

Such payments shall be towards any reasonable fee, costs and expenses of such public relations consultant. However:

- a) You must notify Us within 30 days of Your first becoming aware of Your reputation being brought into question and provide us with full written details outlining the circumstances surrounding the event; and
- b) We must have given prior written consent to retain the services of such public relations consultants; and

Our total aggregate liability during any one period of insurance for all such public relations expenses shall not exceed the sub-limit shown below, and shall be part of and not in addition to the limit of Indemnity as shown on the schedule.

Sub-limit of Indemnity ₹ _____

11. Automatic Reinstatement Extension:

Notwithstanding anything to the contrary as stated in the policy and in consideration of the payment of additional premium as shown herein, in the event that the limit of indemnity under this policy has been entirely exhausted during the period of insurance, by a claim or claims, the said limit of indemnity shall be reinstated in the same amount, once only, provided that:

- (a) the reinstated limit of indemnity shall only apply to a claim or claims which do not arise out of and do not have any connection with the source or originating cause of any of the claim or claims already paid or payable out of the original Limit of Indemnity;
- (b) all other terms, conditions, exclusions and limitations of the policy shall continue to apply, in the same manner, in respect of a claim or claims to which the reinstated limit of indemnity applies;
- (c) the insured has no other valid and collectible Professional Indemnity insurance available apart from this policy, after exhaustion of the original limit of indemnity under this policy
- (d) the request for reinstatement must be made by You, and all requirements relating to it be satisfied by them, before the expiry of the period of insurance
- (e) under no circumstances there shall be no further reinstatement of any or all of the reinstated limit of indemnity granted by this Extension

12. Fines & Penalties Extension:

Notwithstanding anything to the contrary stated in the policy and in consideration of the payment of additional premium as shown herein We agrees to indemnify You in respect of any claim arising from aggravated, punitive, exemplary damages, fines or penalties.

However, We will not be liable to cover You for any aggravated, punitive, exemplary damages, fines or penalties:

- (a) for which We are legally prohibited at law from indemnifying You;
- (b) based upon, attributable to or in consequence of any:
 - i. wilful, intentional or deliberate failure to comply with any lawful notice, direction, enforcement action or proceeding under any legislation; or
 - ii. gross negligence or recklessness; or
 - iii. requirement to pay taxes, rates, duties, levies, charges, fees or any other similar charges

Our total aggregate liability during any one period of insurance for all such fines and penalties shall not exceed the sub-limit shown below, and shall be part of and not in addition to the limit of Indemnity as shown in the schedule.

Sub-limit of Indemnity ₹ _____

13. Breach of Privacy Extension:

Notwithstanding anything to the contrary stated in the policy and in consideration of the payment of additional premium as shown herein We agree to indemnify You for any Loss on account of any claim or claims alleging a breach or breaches of confidential or personal information, material or data, or invasion or breach of privacy of any customer of an Organization and/or breaches of any law or regulation that regulates the collection, management, confidentiality or disclosure of personal or confidential information of such customer anywhere in the world.

14. Intellectual property (excluding Patent & Trade-secrets):

Notwithstanding anything to the contrary as stated in the policy and in consideration of the payment of additional premium as shown herein, We agree to indemnify You for any Loss on account of any claim or claims resulting from any unintentional infringement of copyright, trademarks, service marks, registered designs, patents or any unintentional plagiarism or unintentional breach of confidentiality by You.

We shall not however be liable to make any payment under this policy to if You intentionally commit, assist or condone such conduct.

15. Newly Acquired or Created Subsidiaries:

Notwithstanding anything to the contrary as stated in the policy and in consideration of the payment of additional premium as shown herein, We agree to indemnify You in respect of any subsidiary company which is acquired or created by You during the period of insurance, provided such subsidiary company:

- (a) has total gross revenues or fees less than 20% of Your gross revenues or fees as per Your most recent audited financial statements
- (b) provides the same professional services as You
- (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 Your acquisition or creation of such subsidiary company.

16. Worldwide (excluding USA and Canada) Territory and Jurisdiction Extension Clause

Notwithstanding anything to the contrary stated in the policy General Conditions 8 and 9 of the policy are deleted in their entirety and replaced as follows:

“8. Territorial Limits

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

- i. conduct committed, attempted or alleged to have been committed or attempted anywhere in the World excluding USA and Canada;
- ii. claims made and actions brought anywhere in the World excluding USA and Canada”

“9. Jurisdiction

The indemnity provided by this policy shall only apply in respect of judgments which are first delivered by, or obtained from a Court of competent jurisdiction anywhere in the World excluding USA and Canada”

17. USA & Canada Territory and Jurisdiction Extension Clause

Notwithstanding anything to the contrary as stated in the policy and in consideration of the payment of additional premium as shown herein, this policy is extended to cover Professional Liability claim made or action(s) instituted upon You arising out of Your Activities in the USA or Canada.

We shall not however be liable for:

- a) any fines or penalties or punitive damages or exemplary damages or aggravated damages or any additional damages resulting from the multiplication of compensatory damages or any other non-compensatory damages of any kind awarded against You: and
- b) Any claim based upon, caused by, arising out of, related to, contributed to by, in consequence of or in any way involved in:
 - i. Seepage, Pollution or contamination of any kind
 - ii. Any actual or alleged violation of any responsibilities, obligations or duties imposed by the Employee Retirement income Security Act of 1974 or any amendment thereof;
 - iii. Any actual or alleged violation of any of the provisions of the securities Exchange Act 1934 or any similar federal or state Law or any common Law relating thereto;
 - iv. Any actual or alleged violation of the Racketeer influenced or and corrupt organizational Act 18 USC Section 1961 and any amendments thereto or any rules or regulations promulgated thereunder;
 - v. Terrorism and
 - vi. Any advice given on USA or Canadian Law.

For the purpose of this extension, the following definitions shall apply:

- a) Activities means:
 - i. a Legal or physical presence of Yours; or
 - ii. fee income derived from USA or Canadian clients of Yours with no legal or Physical presence.
- b) Legal Presence means a USA or Canadian incorporated entity or partnership.
- c) Physical Presence means work performed in the USA or Canada that generates fee income for You that is not a Legal Presence or comes under the ownership, control or management of any Legal Presence.
- d) Professional Liability Means Professional Indemnity.
- e) USA or Canadian Clients means:
 - i. A citizen of the USA or Canada; or
 - ii. A Legal Presence; or
 - iii. A branch office(s) of a Legal Presence located outside the USA or Canada.
- f) USA or Canada means USA or Canada or both or any territories which come within the jurisdiction of the USA or Canada.

18. Inquiries Attendance Costs Extension

Notwithstanding anything to the contrary as stated in the policy and in consideration of the payment of additional premium as shown herein the Insurer agrees to indemnify the insured towards inquiry costs which the insured incurs in preparing for and attending an inquiry

provided that a notice requiring the insured to attend the inquiry is first served upon the insured during the period of insurance and reported to the Insurer during the period of insurance.

The Insurer's total aggregate liability during any one period of insurance for all such inquiries attendance costs shall not exceed the sub-limit shown below, and shall be part of and not in addition to the limit of Indemnity as shown on the policy schedule.

Sub-limit of Indemnity ₹ _____

Eligible for Insurance (Who can take the Policy):

This policy is suitable for small & medium providers (individuals & firms) of Professional Services and offers a wide coverage at reasonable cost. Major Classes of Professionals for whom this Policy is suitable are listed below:

- Chartered Accountants / Certified Financial Planners / Tax planners
- Lawyers / Legal Firms
- Interior Decorators
- Miscellaneous Professionals involved in advertising, marketing, financial planning, training, travel, recruitment, event planning, etc.
- Any other individual or firm providing any type of consultancy or advice for a fee

Eligible Discounts:

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

- Good Management Controls / Risk Management
- Experience / Track Record of the Partners & Principals
- Claims Experience

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

- Contractual Liability Extension
- Fraud and dishonesty
- Fines & Penalties Extension
- Intellectual property

Claims Procedure/Condition:

1. Reporting and notice:

a) Notice of Claim:

- i. You must as a condition precedent to Your right to be indemnified under this policy, give Us written notice as soon as practicable of any claim made against You or loss for which indemnity is sought.
- ii. Subject to i. above, In the event that this policy is not renewed or is cancelled for any reason other than non-payment of premium then You may notify the claim within a period of 60 days commencing on the day immediately following expiry of this policy provided that:
 - (a) We will treat that claim as if it had been made You 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

b) Notice of Circumstances

If, during the period of insurance, You:

- i. first become aware of any error, omission, fact or circumstance which is likely to give rise to a claim, and
- ii. give Us written notice of such error, omission, fact or circumstance, and
- iii. request coverage under this policy for any subsequently resulting claim, then

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

2. Defense or Settlement: You must not admit liability for and/or make any offer to or commit or agree to settle any claim; or incur any costs or expenses; without Our prior consent, which shall not unreasonably be withheld.
3. Cooperation: You must at Your own cost, upon Our request, give all such information and assistance to Us as We may reasonably require, We shall have the right (but not the obligation) to take over and conduct at any time, in the Your name, the defence or settlement of any claim brought against You, and to claim indemnity or contribution at any time in Your name, from any party against whom You may have such rights.
4. Basic documents to be submitted by insured for claim settlement (To be submitted by insured after reporting of loss):
 1. Application Form: Completed E&O insurance application provided by the insurer.
 2. Financial Statements: Recent financial statements or proof of revenue.
 3. Business Plan: Overview of your business operations, including services offered.
 4. Claims History: Details of any previous claims made against your business.
 5. Contracts and Agreements: Samples of contracts and service agreements used with clients.
 6. Risk Management Policies: Documentation of internal policies and procedures to minimize risk.
 7. Professional Licenses: Copies of any relevant professional licenses or certifications.
 8. Employee Information: List of employees, including their roles and qualifications.
 9. Insurance History: Information about previous E&O insurance coverage, including any gaps.
 10. Client List: A list of major clients and the services provided to them.
 11. Litigation History: Details of any past or ongoing litigation involving your business.
 12. Marketing Materials: Samples of marketing materials that describe your services.

Turn Around Time (TAT) for claims settlement (excluding policies issued on the property/building on reinstatement basis)

- The Surveyor shall be appointed with 24 hours from the intimation.
- The surveyor to share the Letter of requirement within 02 days from the date of his visit to the loss premises.
- The Surveyor shall share its reminders emails/letter after 05 days from the date of last mail in case the documents has not been submitted.
- The Insurance Company to obtain survey report within 15 days from the date of appointment.
- Post receipt of survey report insurance company to conclude the case within 07 days of receipt of survey report.

Escalation Matrix

Level 1 - contactclaims@universalsompo.com

Level 2 - grievance@universalsompo.com

Level 3 - gro@universalsompo.com

5. **Discharge of Liability:** If We wish to settle a claim and You are opposed to such settlement, Our total aggregate payments for damages and claim expenses under this policy shall be limited to the amount by which the claim could have been settled in Our opinion, but deducting therefrom costs and expenses and any other expenses already paid in respect of that claim. Thereafter We shall be under no further liability in respect of such claim.
6. **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.
7. **Fraudulent Claim:** If You or anyone acting on Your behalf is in any way fraudulent in obtaining any benefit under this policy, We will deny liability in respect of such claim.
8. **Subrogation:** If We grant indemnity under this policy in respect of any claim then We shall be subrogated to any and all rights of recovery accruing to You in respect of such claim regardless of whether or not any payment has been made or You have been compensated in full for Your loss. You must give all such assistance in the exercise of rights of recovery as We may reasonably require. You must refrain from doing anything that might prejudice Our actual or potential rights of recovery against any party.

We agree not to exercise any such right of subrogation against any of Your 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 such director, officer or employee.

Grievance Redressal Procedure:

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

Step 1

- a. Contact Us : 1-800-224030/1-800-2004030
- b. E-mail Address: Contactus@universalsompo.com
- c. Write to us Customer Service Universal Sampo General Insurance Company Limited:
Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708
- d. Senior Citizen Number: 1800 267 4030

Step 2

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

Email Us- grievance@universalsompo.com

Drop in Your concern

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

Visit Branch Grievance Redressal Officer (GRO)

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

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

Step 3:

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

Chief Grievance Redressal Officer

Universal Sampo General Insurance Company Limited

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

Email : gro@universalsampo.com

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

Step 4.

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

Insurance Ombudsman

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

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

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

Information about Us

- **Universal Sampo General Insurance Company Limited**
- **Address Web:** www.universalsampo.com.
- **E-mail:** contactus@universalsampo.com
- **Customer Service:**
- **Toll Free Numbers:** 1800-200-4030/ 1800-22-4030
- **Registered & Corp Office:** Universal Sampo General Insurance Company Ltd. 8th Floor & 9th Floor (South Side), Commerz International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon East, Mumbai 400063,
- **IRDAI Reg no:** 134, CIN# U66010MH2007PLC166770

INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates

No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

Disclaimer: The above information is only indicative in nature. For full range of benefits available and the conditions and exclusions applicable under the policy, kindly refer to the policy wordings.
