

TRADE CREDIT INSURANCE

UIN: IRDAN108CP0070V02201819

POLICY WORDINGS

Tata AIG General Insurance Co. Ltd.

Registered Office:

Peninsula Business Park, Tower A, 15th Floor, G. K. Marg, Lower Parel, Mumbai- 400013, 24x7 Toll Free No. 1800 266 7780 or 1800 22 9966 (Senior Citizen) Visit us at www.tataaig.com IRDA of India Registration No.:108

CIN: U85110MH2000PLC128425

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TATA AIG General Insurance Company Limited (The "Company") will provide the insurance described in this policy and any endorsements to the policy, detailed in the Policy schedule and in reliance upon the statements contained in the Proposal which shall be the basis of this policy and are deemed to be incorporated herein in consideration for the payment of the premium and in compliance with all applicable provisions of this policy.

The insurance provided under this policy is only with respect to such and so many of the coverage as are indicated in the **Policy Schedule**/Endorsement and upto the specific amount set in the **Policy Schedule**/Endorsement.

SECTION 1. DEFINITIONS

- A. **Additional Insured** where applicable means the entity(ies) specified in the **Policy schedule** or endorsement made a part hereof.
- B. Buyer means any legal entity that is liable to the Insured for payment of the Gross Invoice Value of the shipments made or services rendered by the Insured on agreed terms.
- C. Buyer's Country means the country where the Insured is obligated to deliver the Goods Insured and/or perform Services Insured under the terms of the Contract Of Sale and for which the Buyer is obligated to pay the Insured under the terms of the Contract of Sale.
- D. **Buyer Deductible** where applicable, means the amount specified in the **Credit Limit** Endorsement as a special condition for a **Buyer** and which is the aggregate amount of **Loss** for that **Buyer** greater than the **Non Qualifying Loss Amount** that the **Insured** shall retain for its own account.
- E. **Buyer Default** means the non-payment of all or part of the **Gross Invoice Value** of the **Eligible Transaction(s)** following:
 - 1. The **Insolvency** of the **Buyer**; or
 - 2. Protracted default of the Buyer
- F. **Buyer Group** where applicable means, for the purpose of a **Credit Limit** all **Buyers** that are controlling, controlled by, or under common control with the **Buyer**, where control means ownership directly or indirectly of more than fifty per cent (50%) of the voting share capital.
- G. **Company** means TATA AIG General Insurance Company Limited which is the insurer under the **policy**.

- H. Contract Currency means the currency in which the Buyer is obligated to pay and to deliver to the Insured under the terms of the Contract of Sale
- I. Contract of Sale means the legally enforceable and binding written agreement entered into between the Insured and the Buyer(s) in support of the Insured's sale of the Goods Insured and/ or Services Insured to the Buyer. Such written agreement must specify the description and quantity of Goods Insured and/or Services Insured sold or to be sold and the price thereof, the terms of delivery, the terms of payment, and the Contract Currency.
- J. Country Limits of Liability means the amount(s) specified in the Policy schedule, which is the Company's maximum liability for all Loss in each particular country.
- K. Country Deductible where applicable, means the amount specified in the Country Limits Of Liability endorsement and which is the aggregate amount of Loss for each country in the Country Limits Of Liability endorsement, greater than the Non Qualifying Loss Amount that the Insured shall retain for its own account.
- L. Credit Limit means the maximum amount approved to be outstanding from the Buyer or where applicable Buyer Group at any one time under this policy and shall be either:
 - The limit agreed in writing by the Company for that Buyer and evidenced in the Credit Limit Endorsement; or
 - Where no such Credit Limit has been approved by the Company, the written limit for the Buyer established by the Insured in accordance with the Credit Procedures endorsement provided that such limit does not exceed the Discretionary Credit Limit.

This **Credit Limit** shall be deemed to be attached to this policy and together with the **Credit Limit** Endorsement(s) shall be the only record of **Credit Limits** agreed by the **Company**.

M. Credit Procedures means the representations made by the Insured to the Company that describe the Insured's credit and collections procedures and are accepted by the Company. The Credit Procedures may include but not be limited to a Credit Procedures Questionnaire and/or the Insured's credit management manual and other

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relevant documentation on file with the **Company**. A written description of the **Credit Procedures** is attached hereto as an endorsement. In the event that the **Company** prescribes the procedure that the **Insured** must follow to qualify a **Buyer** for cover under the **Discretionary Credit Limit**, these procedures, which shall be endorsed hereto, shall be deemed to form part of the **Credit Procedures**.

- N. **Credit Procedures Questionnaire**, means the **Company's** questionnaire completed by the **Insured** where the **Insured** makes representations to the **Company** regarding their credit management control and collections procedures and guidelines
- O. **Discretionary Credit Limit** means the amount specified in the **Policy schedule**, which is the maximum **Credit Limit** the **Insured** may establish for a **Buyer** without obtaining approval from the **Company**.
- P. Discretionary Credit Limit Maximum Liability means the amount specified in the Policy schedule and is the maximum amount of Claim payments that the Company shall make under this policy for Loss(es) in respect of any and all Buyers where the Insured has established a Discretionary Credit Limit.
- Q. **Due date** means the date on which payment is required to be made by the **Buyer** to the **Insured** under the terms of the **Contract of Sale**.
- R. **Excess** means the amount specified in the **Policy schedule** that shall be deducted from each and every Loss and that shall be retained by the **Insured** before the **Insured Percentage** is applied.
- S. Financial Guarantee comprises of any bond, guarantee, indemnity or insurance, covering financial obligations in respect of any type of loan, personal loan and leasing facility,granted by a bank/credit institution, financial institution or financier,or issued or executed in favor of any person or legal entity in respect of the payment or repayment of the borrowed money or any contract,transaction or arrangement, the primary purpose of which is to raise finance or secure sums due in respect of borrowed money.
- T. **Gross Invoice Value** means the invoice value in **Contract Currency** of the **Eligible Transaction(s)** including any insurance, freight or other charges as set forth in the invoice(s) unpaid to the **Due**

- **Date** calculated in accordance with the **Contract** of **Sale**
- U. **Goods Insured** are limited to the goods specified in the **Policy schedule**.
- V. **Government Buyer** means any entity that is authorized to enter into commitments in the name or on behalf of the government of its country, including the government itself or government agencies whose commitments are guaranteed by the government.
- W. **Guarantee** means the legally valid, enforceable and binding written **Guarantee** entered into between the **Insured** and **Guarantor** whereby the **Guarantor** agrees to **Guarantee** or perform the payment obligation of a **Buyer** in respect of **Eligible Transaction(s)** and/or a **Contract of Sale**, stipulated as a special condition for that **Buyer** in a **Credit Limit** Endorsement.
- X. **Guarantor** means the entity(ies) named in the special conditions section of the **Credit Limit** Endorsement attached to a **Buyer**.
- Y. Information Holders where applicable means the individuals employed by the Insured who are involved in the origination, negotiation, approval, credit approval, administration and management of the Contract of Sale or the Buyer together with the Senior Management of the Insured and those individuals at the Insured involved in the procurement and ongoing management of this policy.
- Z. Insolvency (Bankruptcy) means a judicial or administrative procedure whereby the assets and affairs of the Buyer are made subject to control or supervision in the jurisdiction defined under the policy by the court or a person or body appointed by the court or by law, for the purpose of reorganization or liquidation of the Buyer or of the rescheduling, settlement or suspension of payment of its debts.
- AA. **Insured** refers to the entity mentioned in the **Policy schedule**.
- BB. Insured percentage means the percentage specified in the Policy schedule which represents the maximum percentage of Loss payable by the company. Where an Insured percentage is also specified in the Credit Limit Endorsement as a special condition for a Buyer, or in the Country limit of liability for a country, such Insured

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- **percentage** shall apply under the policy for that **Buyer** or country.
- CC. Limit Charge means the amount of fees specified in the Policy schedule related to the credit assessment and management of the Buyers by the Company.
- DD. **Local Currency** means the official currency of the **Buyer's Country**.

EE. Loss means

- The amount of the Gross Invoice Value of Eligible Transaction(s), unpaid on the Due date which has been calculated in accordance with the Contract of Sale. less:
 - a) Discounts or other similar allowances;
 - b) Any amount which, prior to any payment by the Company hereunder, the **Insured** has received from any source as or towards payment for the Eligible **Transaction(s)**, including realization of any security (including any associated **Guarantee** where applicable), salvage and/or resale of the **Goods Insured** or any funds or other recoveries received which have been applied in accordance with the Application of Funds and Recoveries Clauses of this policy;
 - c) Any expenses saved by the **Insured** by the nonpayment of agent's commissions, non-fulfillment of the **Contract Of Sale** or otherwise:
 - Any amount which the **Buyer** would have been entitled to deduct by way of credit, set-off or counterclaim against the **Insured**;
 - e) Any sales, value-added, or other taxes saved by the **Insured** due to nonpayment of the **Gross Invoice Value**; and
 - f) Any counterclaims and offsets on any contracts which the **Buyer** may have with the **Insured**.
 - g) Interest
 - h) Gross Invoice Value of any **Goods**Insured that were not accepted by the
 Buyer

- 2. Loss may include any, reasonable and necessary external costs incurred in pursuing or obtaining recovery, The Insured is authorized to incur up to the lesser of [amount] or [percent]% of the Gross Invoice Value of Eligible Transaction(s) outstanding at the time of default by the Buyer to take action against the Buyer or Guarantor (where applicable), to enforce or protect the rights or interests of the Insured and the Company.
- FF. **Loss Payee** means the entity specified in the **Policy schedule** that is entitled to receive claim payments as designated by Insured.
- GG. **Maximum Extension Period** as specified in Policy schedule, means Maximum number of days the **Insured** may extend the original **Due Date** of the **Buyer**.
- HH. **Maximum Invoicing Period** shall be the maximum number of days within which the **Insured** must invoice the **Buyer** from the date of delivery of **Goods Insured** and/or performance of **Services Insured**.
- II. Maximum Credit Period, as specified in Policy schedule, means the longest initial period of credit the Insured may extend to the Buyer. Where Maximum Credit Period is specified in the country limit of liability Endorsement for a specific country or Credit Limit Endorsement for a specific Buyer, such Maximum Credit Period shall apply.
- JJ. Non Qualifying Loss Amount means the amount specified in Policy schedule. If a loss does not exceed the Non Qualifying Loss amount, then such amount shall be borne by the Insured for its own account and shall not be applied to the Policy Aggregate Deductible.
- KK. **Policy** shall mean collectively: the terms, conditions, definitions, limitations, exclusions and all other provisions of this document; the Schedule; any endorsement(s); and any proposal and all other information provided by or on behalf of the Insured in connection with this insurance.
- LL. **Policy Aggregate Deductible**, where applicable, means the amount specified in the Policy schedule and which is the aggregate amount of Loss greater than the **Non Qualifying Loss Amount**, if any , that the **Insured** shall retain for its own account.

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- MM.**Policy Currency** means the currency stated in the **Policy schedule** and shall be the currency in which premium is payable and all amounts in the **Policy schedule** or otherwise in this policy are stated, unless such an amount is specifically stated in another currency.
- NN. **Policy Limit Of Liability**, as specified in the **Policy schedule**, means the Company's maximum liability for the total of all **loss(es) Insured** under this policy.
- OO. Period means the period specified in Policy schedule.
- PP. **Protracted Default** is the failure of the **Buyer** to pay the receivable within the **Waiting Period** specified in the **Policy schedule**.
- QQ. **Self-Billing Invoice means** an invoice raised subject to a legally enforceable and binding written agreement between the **Insured** and the **Buyer** which provides for the **Buyer** to raise its own invoice for **Goods Insured** delivered and/or **Services Insured** performed.
- RR. **Senior Management** means those individuals who play significant roles in the making of decisions about how the **Insured's** activities are to be managed or organized.
- SS. **Services Insured** means the services stated in the **Policy schedule**.
- TT. **Stop Delivery** as specified in the **Policy schedule**, means the **Insured** to stop all the deliveries to the particular **Buyer** that is more than sixty (60) days past due.
- UU. Waiting Period means the number of days set forth in Policy schedule that must elapse from each Due Date before any loss is payable under this policy. The Waiting Period shall not apply to a Buyer that is Insolvent.

SECTION 2. COVERAGE

The policy covers the **Insured** for **Loss(es)** arising from **Eligible Transaction(s)** with the **Buyer** in the **Buyer's Country** as part of the **Insured's** business activity to the extent covered under the policy. The cover applies to **Contracts of Sale** entered into between the **Insured** and the **Buyer** and where a **Credit Limit** has been established.

The **Company** shall indemnify the **Insured** up to the **Policy Limit of Liability** for the **Insured percentage**

of the amount of **Loss** in **Excess** of any applicable deductible in this policy (including the **Policy Aggregate Deductible**) incurred in connection with the **Eligible Transaction(s)** that is caused directly by **Buyer Default** and where applicable the failure of the **Guarantor**, to honor payment under its **Guarantee**, caused by insolvency of **Guarantor**

The amount payable by the **Company** will be calculated in accordance with the Claims and Recoveries Section and will be subject always to the **Policy Limit of Liability** and other applicable terms and conditions of this policy.

A. Eligible Transaction(s)

Eligible Transaction(s) means any and all Goods Insured delivered to and/or Services Insured performed for the Buyer by the Insured pursuant to the Insured's Contract of Sale, provided that the Goods Insured and/or Services Insured are:

- Delivered and/or services invoiced during the Policy Period;
- 2. Delivered and/or performed as required under the **Contract Of Sale**;
- 3. Sold for Contract Currency;
- 4. Sold on credit terms not exceeding the **Maximum Credit Period**;
- 5. Delivered in compliance with the applicable export laws and regulations of the **Insured's** country and the import laws and regulations of the **Buyer's Country**; and
- 6. Documented by a **Contract of Sale** and underlying sales documentation including, shipping and/or delivery document, invoice, and written purchase order that give rise to a legally binding obligation of the **Buyer** to pay the **Insured**.

For the purpose of **Goods Insured** that are physical goods, **Eligible Transaction(s)** are goods delivered in accordance with the **Contract of Sale**, which have physically left the custody and control of the **Insured** or its sales agent in transit to the **Buyer** in the **Buyer's** Country, unless otherwise agreed in writing by the **Company**.

For the purpose of **Services Insured** that are services to be performed by the **Insured**, **Eligible Transaction(s)** are services that have been performed by the Insured in accordance with the

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Contract of Sale for the **Buyer** in the **Buyer's Country**, unless otherwise agreed in writing by the **Company**.

For the purpose of **Goods Insured** that are computer or electronic software, **Eligible Transaction(s)** are the computer or electronic software that have been delivered by the **Insured** to the **Buyer** in the **Buyer's Country** in accordance with the **Contract of Sale** and in a manner where the **Buyer** is able to operate the relevant **Goods Insured**.

B. Non- Eligible Transaction(s)

The following **Goods Insured** and/or **Services Insured** do not constitute **Eligible Transaction(s)** for the purpose of this policy unless specifically and unequivocally agreed in writing by the **Company**:-

- Goods Insured delivered and/or Services Insured performed after the date of any of the following circumstances:
 - (a) The Buyer is Insolvent;
 - (b) The **Buyer** is past due in any payment obligation to the Insured by more than sixty (60) days.
 - (c) The Insured is aware of any event that the **Insured** should reasonably expect to result in a Buyer Default .
- Receivables purchased or otherwise acquired by the **Insured** from any other person or entity or sold or otherwise transferred by the **Insured** to any other person or entity.
- Goods Insured delivered to and/or Services Insured performed for corporations and other entities controlling, controlled by or under common control with the Insured or which are related to the Insured through ownership or management (including a subsidiary or associated Company of the Insured).
- 4. Sale of **Goods Insured** based on ownership transfer documented by warehouse receipts or sold on ex-warehouse terms where no physical shipment or delivery of **Goods Insured** takes place upon sale.
- 5. Sale of **Goods Insured** and/or **Services Insured** made on terms of cash in advance,
 cash on delivery, cash against documents,

- and confirmed or unconfirmed irrevocable letter of credit, unless specifically approved by the **Company** in writing.
- 6. Sale of Goods Insured to a Buyer where the Goods Insured have been purchased by the Insured from a seller that is a related entity, an associated Company, or under common control or ownership with that Buyer, unless specifically approved by the Company in writing.
- Sale of Goods Insured and/or Services Insured to a Buyer for which a Credit Limit is not established.
- Goods Insured delivered to and/or Services Insured performed in and/or payment obligations arising from a country for which there is no Country Limit of Liability stated in the Country limit of liability endorsement.
- 9. Invoices for Goods Insured and/or Services Insured delivered to the Buyer for which the Insured has, during the six (6) months immediately prior to the first day of the Policy Period, rescheduled or extended any original Due date for a total period beyond thirty (30) days through a formal repayment plan, unless coverage for such Buyer is specifically approved by the Company in writing.
- 10. Goods Insured delivered under a consignment stock agreement and/or that are stored and held by the Buyer at the Insured's risk, unless specifically approved by the Company in writing.
- 11. Any transaction made with the **Buyer** post notification from the bank that a cheque or other negotiable instrument issued by the **Buyer** remains unpaid for insufficient funds.
- 12. Sales of Goods Insured and/or Services Insured to a Government Buyer. However, under export transactions, for Government Buyers, the coverage will be restricted to political risk endorsement

C. <u>Limits of Liability</u>

 The Policy Limit of Liability, as stated in the Policy schedule, is the Company's maximum liability for the total of all Loss Insured and paid under this policy, such Loss to be limited to the lesser of the applicable Country Limit

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- **of Liability** or **Insured percentage** of the applicable **Credit Limit**.
- Each payment made by the Company of a Loss hereunder shall reduce the Policy Limit of Liability, relevant Country Limit of Liability, and all other applicable limits by the amount of such payment.
- All **Country Limits of Liability** and **Credit Limits** under this policy and any preceding or future policies issued by the **Company** for the **Insured** are non-cumulative. No more than one (1) such limit of liability shall be in effect for any one (1) **Buyer** or for any one (1) country, regardless of the number of years this policy or any prior, replacement or renewal policy is in force. If any relevant **Loss** under this policy or any prior, replacement or renewal policy falls under more than one (1) **Policy Period**, the **Country Limit of Liability** and **Credit Limit** across the relevant **Policy Periods** shall apply as follows:
 - (a) In the event that the value of the applicable Country Limit of Liability and/or Credit Limit are the same across the applicable Policy Periods, such limit(s) under the latest Policy Period (not the combined value) shall be the limit(s) in force and shall be the applicable limit(s) for all Claims;
 - (b) In the event that the value of the Country Limit of Liability and/or Credit Limit under the latest Policy Period is an increase from a prior policy, such limit(s) under the latest Policy Period (not the combined value) shall be the limit(s) in force and shall be the applicable limit(s) for all Claims; or
 - (c) In the event that the value of the Country Limit of Liability and/or Credit Limit under the latest Policy Period is a reduction from the applicable prior Country Limit of Liability and/or Credit Limit, the following shall apply:
 - (i) The limit(s) under the latest **Policy Period** (not the combined value)

 shall be the limit(s) in force and

 shall be the applicable limit(s) for all

 Claims, except where transactions

 constituting **Loss** would have been

- Eligible Transaction(s) under any applicable prior limit(s) that are higher than the limit(s) currently in force, the Company's liability for Loss strictly in respect of those Eligible Transaction(s) shall be determined by reference to prior higher limit(s); and
- (ii) Any payment for a Claim by the **Company** in respect of **Eligible Transaction(s)** under i) above, shall also reduce the **Company's** liability under the limit(s) in force in the current **Policy Period** by the same amount.

SECTION 3. EXCLUSIONS

- A. The policy does not apply to any **loss** arising out of, based upon, attributable to or involving, directly or indirectly any of the following:
 - Unauthorized acts by an individual employed by the **Insured** relating to the **Contract of Sale** or **Buyer**, or wrongful act(s), or any other dishonest or fraudulent acts or omissions of the **Insured** (or its agents).
 - 2. The **Insured** or its agent's failure to comply with the terms and conditions of the **Contract of Sale**.
 - 3. **Insolvency** or financial default of any party except the **Buyer**.
 - Any material breach of or inaccuracy regarding any warranty or representations made herein, or failure to perform or to fulfill any warranty, covenant or agreement made herein by the **Insured**.
 - 5. The malicious use or operation of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system which causes the **Insured** to be unable to perform its obligations with respect to **Eligible Transaction(s)**.
 - 6. Nuclear reaction or nuclear radiation or radioactive contamination.
 - 7. War between any two (2) or more of: People's Republic of China, France, the United Kingdom, the states of the former Soviet Union, and/or the United States of America., Insured's country and/or Buyer's country.

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8. Financial Guarantee

B. Third Country Risk Exclusion

This policy does not cover any **Loss** in respect of **Goods Insured** and/or **Services Insured** that were delivered to and/or performed in a country other than the **Buyer's Country** in accordance with the **Contract of Sale**, for which a **Country Limit of Liability** has been established, unless agreed by the **Company** in writing.

SECTION 4. WARRANTIES AND COVENANTS

A. Material Information

The **Insured** represents that no material information has been withheld and that it has no knowledge at **policy** inception of any circumstance which may reasonably be expected to result in a **Loss** hereunder.

B. Premium and Declaration

- The Premium shall be payable to the Company by the Insured in accordance with the Premium Endorsement.
- Where applicable, any Limit Charge shall be payable to the Company by the Insured in accordance with the Limit Charge Section of the Policy schedule; and
- 3. The Insured shall report the Gross Invoice Value of Eligible Transaction(s) to the Company in the manner specified in the Premium endorsement. The final report shall also include a complete Buyer wise ageing of outstanding receivables as on the date of expiry of the policy.

At the sole option of the **Company**, any Premium, Minimum Premium or other amounts due by the **Insured** to the **Company** which has not been paid shall be required to be paid immediately if a claim for a **Loss** is submitted.

In the event that the **Insured** fails to comply with points (2.) and (3.) of this Premium and Declaration Clause, the **Company** will allow the **Insured** thirty (30) further days to remedy the failure after which the policy shall terminate automatically and with immediate effect, unless the **Company** makes a statement to the contrary and/or agrees not to terminate the policy.

C. Stop Delivery

The insured shall cease delivery of all goods and/or services to a **Buyer** under the following circumstances:

- 1. If it becomes **Insolvent**:
- 2. When and for so long as any **Buyer** is past due in any payment obligation to the **Insured** which, in the aggregate, exceeds the **Non Qualifying Loss amount**. (i)by more than sixty (60) days from the original **Due Date**; or ii) if the **Due Date** has been extended by the **Insured** in accordance with the **Maximum Extension Period** Clause of this policy, on the extended **Due Date**.

Should the **Insured** not comply with this Stop Delivery Clause, the **Company** shall not be liable for any **Loss** in respect of that **Buyer** in relation to goods delivered and/or services performed after a **Buyer** becomes **Insolvent** or past due beyond the date specified in 2. above, whichever is earlier, unless otherwise agreed in writing by the **Company** at its sole discretion.

D. The Insured warrants and agrees

- Not to extend initial terms of payment to a Buyer for a period longer than the Maximum Credit Period, and not to reschedule, extend or change any Due Dates without the written consent of the Company. In the event that the Buyer is unable to make payment on the original Due Date, the Insured may extend an original Due Date one (1) time for any one Buyer during the Policy Period provided the extension is requested by the Buyer in writing and approved by the Insured in writing and for a period not to exceed the Maximum Extension Period.
- 2. When the **Due date** is evidenced by a bill of exchange, promissory note, documents against payment, or documentary sight draft payment method, no postponement or extension of any **Due date** is permitted, unless approved by the **Company** in writing
- 3. That if any payment obligation is disputed in whole or in part, the disputed amount shall not be part of the **Loss** until such disputed amount has been finally determined to be a valid and legally sustainable obligation of the **Buyer**. The **Insured** is responsible for

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the resolution of any such disputes and any related costs and expenses.

4. The **Insured** warrants that all information given by the **Insured** to the **Company** after the inception of the **Policy Period** will be true to the best of the **Insured's** knowledge.

E. Notification of Adverse information

The **Company** shall have no liability for an individual claim in relation to a **Loss** unless the **Insured** has in respect of that **Loss**:

- 1. Given written notice to the Company within five (5) business days as soon as the Insured becomes aware of the Insolvency of a Buyer or any circumstance which may reasonably be expected to result in that Loss; and
- 2. Notified the Company in writing of all amounts past due by more than Thirty (30) days as of the end of each month by providing a report within twenty (20) days from the end of each reporting period until payment is received or until Buyer Default has occurred. Payment obligations that are disputed in writing shall not be considered past due for purposes of this paragraph unless the total amount disputed by the Buyer exceeds ten percent (10%) of the total amount owed by that Buyer to the Insured.

F. Mitigation of Loss

The **Insured** shall: -

- Not incur any further exposure following the occurrence of an event that may reasonably be expected to result in a **Loss** hereunder, except as agreed in writing by the **Company** at its sole discretion as a recovery measure to minimize **Loss**;
- 2. Use reasonable measures to prevent, mitigate, and minimize **Loss** at all times, including during the period outlined in the **Buyer Default** Definition;
- 3. Cooperate with the **Company**;
- 4. Take all reasonable steps, before or after the settlement by the **Company** of any Claims payment, to effect recoveries of any amounts due including, at the written request of the **Company**, the enforcement of any security and the institution of legal proceedings

- against the **Buyer** and/or, if applicable, any **Guarantor**;
- 5. Where applicable, use reasonable measures to enforce any retention of title clause in a **Contract of Sale**, and/or to recover any salvage or resell the **Goods Insured**.

Should the **Insured** not comply with any of the requirements of this Mitigation of **Loss** Clause, the **Company** shall have no liability for any **Loss** under this policy and the **Company** shall be discharged from any liability under the policy from the date of non-compliance, unless otherwise agreed in writing by the **Company**.

G. Legally Enforceable Indebtedness

The **Insured** shall establish and maintain, and in any event do nothing to hinder the establishment and maintenance of an indebtedness that is legally enforceable in:

- The Buyer's Country for the Gross Invoice Value (which shall be evidenced by a Contract of Sale or other legally binding debt instrument); and
- 2. The **Guarantor's** country for the **Guarantee** (where applicable).

Should the **Insured** fail to comply with the terms of this Legally Enforceable Indebtedness Clause, the **Company** shall not be liable for any **Loss** under this policy, unless otherwise agreed in writing by the **Company**.

H. Uninsured Portion

The Insured shall retain for its own account without recourse to any party the uninsured portion of each **Loss**. The **Company** shall not be liable to pay a Claim for a **Loss** for which the **Insured** has not at the time the **Loss** occurred retained its entire uninsured portion.

I. Compliance with Laws

The **Insured** and its agents shall at all times comply with the laws and regulations of the **Insured's** country, the **Buyer's Country** or the laws of any country relevant to the insurance provided under this policy, including:

 Laws and regulations for the acquisition, conversion and transfer of **Contract Currency**; and

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2. Laws and regulations relating to the **Contract** of Sale or Eligible Transaction(s).

Should the **Insured** fail to comply with this Compliance with Laws Clause, the **Company** shall be discharged from any liability under the policy from the date of such non-compliance unless otherwise agreed in writing by the **Company**.

J. <u>Insured Due Diligence</u>

The **Insured** shall conduct its standard and customary due diligence on both the **Buyer** and if applicable the **Buyer Group**, and where applicable any seller or trader involved in the supply of **Goods Insured** to the **Buyer**, and will obtain and review the **Contract of Sale** and all sales documentation, including written purchase orders, invoices, shipping and/or delivery documents, to confirm that valid sales involving the physical delivery of **Goods Insured** have taken place in accordance with the underlying sales documentation.

K. <u>Inspection of Documents and Records</u>

The **Company** may at any time examine or require to be produced and the **Insured** shall produce for inspection to the **Company** or its representative all copies of internal documents, corporate records or books, correspondence, letters or other documents or records that are in the possession or control of the **Insured** or its agents that relate to any matter arising from this policy or any Loss hereunder in any format or medium reasonably available at a time and place designated by the Company. The Insured shall take reasonable steps to obtain documents that are in the custody or control of a third party, including a Buyer. The Company shall be entitled to take a copy of any document. The **Insured** shall also be required to engage with and assist any Claims adjusters appointed by the Company.

SECTION 5. CLAIMS AND RECOVERIES

A. Calculation of Claim Payment

Indemnification by the Company shall be calculated as follows, subject always to the **Policy Limit Of Liability**, **Country Limit Of Liability**, **Credit Limit** and if applicable **Discretionary Credit Limit Maximum Liability**:

- 1. Calculate the amount of **Loss** in accordance with the **Loss** definition in this policy;
- 2. Provided that the **Loss** is greater than the **Non**

Qualifying Loss Amount, subtract Excess and where applicable any remaining Buyer Deductible or Country Deductible, then the remaining Policy Aggregate Deductible from the lesser of either the amount of Loss or the applicable Credit Limit;

3. Multiply the amount determined pursuant to 2. above by the **Insured Percentage**.

Under this policy, the **Credit Limit** in effect for the **Buyer** on the relevant date of delivery of goods and/or services will be the applicable limit for **Loss** adjustment purposes, unless the **Company** approves or issues a **Credit Limit** during the **Policy Period** for a **Buyer** that applies retrospectively in accordance with the terms and conditions of this policy, in which case that retrospective **Credit Limit** shall be the applicable **Credit Limit** for that **Buyer** on the date of delivery of goods or services for Loss adjustment purposes.

B. <u>Disputes</u>

The **Company** shall not be liable to pay a claim under this policy in the event that a dispute arises that appears to the **Company** to be a genuine dispute between the Insured and the Buyer unless and until: (i) each such dispute shall have been finally adjudicated by a court or tribunal or other materially similar body of competent jurisdiction; (ii) such adjudication is not capable of being appealed by the Buyer; and (iii) the Gross Invoice Value shall be determined to be a valid and legally enforceable indebtedness of the **Buyer**, its legal representative or successor in interest or as the **Company** otherwise determines that the **Gross Invoice Value** is a valid and legally enforceable indebtedness of the Buyer. The **Insured** is responsible for the resolution of any such dispute and any related costs and expenses.

C. Burden of Proof

The responsibility for proving a **Loss** under this policy and evidencing that all conditions and warranties have been complied with shall at all times rest with the **Insured**.

D. Application of Funds

For the purpose of calculation of a **Loss**, all funds or salvage received from the **Buyer** or from any other source whatsoever as or towards payment of the **Buyer's** obligations to the **Insured** after the **Buyer** is in default of any payment obligation to

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the **Insured**, or is **Insolvent**, whichever happens first, shall be applied in chronological order of **Due Dates** until the **Company** indemnifies the **Insured** for the **Loss**. In the event of a settlement with the **Buyer** involving a discount of a **Contract of Sale** or the sale of a **Contract of Sale** to a third party, all funds paid in the settlement or proceeds from the sale shall reduce the **Credit Limit**, irrespective of the existence of coverage for the settled or sold **Contract of Sale**.

The application of funds described in this Section 5(D) shall apply regardless of any designation of funds by the **Buyer** or any other party unless specifically agreed in writing by the Company.

E. Deductible Reinstatement

Sums recovered in respect of any **Loss** retained by the **Insured** under the deductible shall reinstate the deductible by the same amount.

F. Unless a **Buyer** is **Insolvent**, an acceleration of **Due Dates** shall not give rise to a corresponding acceleration of the **Company's** obligation to make a **Loss** payment hereunder. The **Company** shall be liable for payment of a **Loss** based only on the original **Due Dates** or **Due Dates** rescheduled with the written consent of the **Company** so long as the **Buyer** is not **Insolvent**. The **Company** shall make an accelerated payment of a **Loss**, net of any unearned interest, only with respect to an **Insolvent Buyer** for whom a receiver, trustee, liquidator, custodian or similar representative has publicly acknowledged the total value of the amountsdue.

G. Subrogation

In the event of any payment of a **Loss** under this policy, the **Company** shall be subrogated to all of the **Insured's** rights of recovery for all amounts owing, whether **Insured** or uninsured, against the **Buyer** or any person or organization guarantying or obliged to make payment, and the **Insured** shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights, including rights with respect to amounts that have been applied or are in excess of the applicable **Credit Limit, Country Limit of Liability** or **Policy Limit of Liability**. The **Company** shall have the right to direct the manner in which such assets shall be liquidated. The **Insured** shall do nothing to prejudice such rights.

It shall be a condition to the obligation of the **Company** to make any payment of a **Loss** under this policy that the receivables to which it shall be subrogated shall not be subject to any lien, security interest or other third party claim superior to that of the **Company**.

H. Payment of Loss

The **Insured** must submit the completed written Claim Form attached to this policy within:

- Twelve (12) months from the date on which Buyer Default has occurred; or
- 2. In the event of an earlier demand by the **Company** for submission of such Claim Form, then thirty (30) days thereafter.

The documentation that is required by the **Company** together with any Claim Form shall include, but not be limited to the **Contract Of Sale**, invoices, shipping and/or delivery documents, purchase orders and any other similar documents.

The payment for a Loss shall be made in **Policy Currency**.

Each payment made by the **Company** hereunder shall reduce the **Policy Limit of Liability** and all other applicable limits by the amount of such payment.

The **Company** shall be entitled to set-off any amount payable by the **Company** to the **Insured** under this policy against any amount that is or may become due by the **Insured** to the **Company** under this policy (including without limitation any applicable **Limit Charge**).

For the purpose of any calculation required in the settlement of a **Loss**, the rate of exchange shall be the rate as offered on the **Due Dates** by Central Bank or its equivalent in the **Company's** country.

I. <u>Recoveries</u>

The **Insured** shall ensure that any receivables, insurance proceeds or other sources of recovery to which the **Company** shall be subrogated (or become an assignee) shall not be subject to any lien, security interest or other third party claim superior to that of the **Company**. The **Company** shall not be required to make a claim payment under this policy until this provision has been complied with by the **Insured**.

After the payment of a **Loss** by the **Company**, any sums received from the **Buyer** or from any

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other source whatsoever as or towards payment of the **Goods Insured** and/or **Services Insured**, regardless of any designation as to application of funds under the terms of the **Contract of Sale** or by any entity from whom such payments are received, shall be immediately paid to the **Company** and shared between the **Company** and the **Insured** as follows:

- The Company shall receive the Insured percentage of all sums recovered until the amount of the payment of the Loss and the Company's costs of recovery have been fully reimbursed; and
- 2. All further sums recovered shall inure to the benefit of the **Insured**.

For the avoidance of doubt, the **Insured** shall remain obliged to comply with its duties under the Mitigation of **Loss** Clause defined under Section 4(E) throughout the periods outlined in this Recoveries Clause.

When recoveries are realized in a currency other than the **Policy Currency**, they shall be converted for the purpose of any calculation required after the settlement of a **Loss** and the rate of exchange shall be the rate as offered by the Central Bank or its equivalent in the **Company's** country or the rate as offered by such other source as is acceptable to the **Company** on the date of receipt of cleared funds into the account of the **Insured**.

SECTION 6. GENERAL CONDITIONS

A. Accounting principles

All financial statements and accounts as well as the calculation of any **loss** hereunder shall be in accordance with the principles of accounting generally accepted in the **INSURED'S** country, consistently y applied.

B. Action Against Company

No action or arbitration proceedings arising out of this policy may be brought against the Company unless the **INSURED** has complied fully with all terms of this policy and such action is commenced within twelve (12) months following the last day of the **POLICY PERIOD** or within ninety (90) days after the Company's first disposition of a specific claim which is the cause of the action or proceeding, whichever event occurs later.

C. <u>Arbitration</u>

- If any disputes or differences shall arise , as to the quantum to be paid under the Policy(liability being otherwise admitted) such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by the parties here to or if they cannot agree upon a single arbitrator within thirty days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act 1996, as amended from time to time. The seat of arbitration shall be Mumbai.
- It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, if the **Company** have disputed or not accepted liability under or in respect of this Policy.
- It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators in respect of this Policy shall be first obtained.

D. Assignment

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

E. <u>Cancellation</u>

- The Company may cancel this policy by giving 30 days written notice of such cancellation to the last known address of the **Insured** and in such event Company will return a pro-rata portion of the premium for the unexpired **Policy Period**.
- 2. This policy may also be cancelled by the **Insured** by giving 30 days written notice to the Company in which event the Company will retain premium at the short period scale as per the following table,, provided that there has been no claim under the policy during the **Policy Period** in which case no refund of premium shall be allowed and subject to payment of Minimum Premium

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Period (Not Exceeding)	Premium
3 months	50% of Minimum Premium
6 months	75% of Minimum Premium
8 months	85% of Minimum Premium
Exceeding 8 months	100% Minimum Premium

In the event of cancellation of this Policy, the liability of the Insurer shall cease outright on the date of cancellation except in respect of any claims notified which remain unsettled on the date of cancellation.

The Company has the right to cancel or 3. reduce a Credit Limit during the Policy **Period**. In the event of the cancellation or reduction of a Credit Limit by the Company, the **Company** shall provide an advance notice of three business days to the **Insured** in writing .The mailing, electronic transmission, courier delivery or faxing of such notice to the **Insured** shall be sufficient proof of notice to the **Insured** of such cancellation or reduction. If the **Credit Limit** is reduced, the amount of coverage available for transactions occurring after the effective date of the reduction is the amount of the reduced **Credit Limit** less any amounts outstanding and due to the Insured from the Buyer subject to the terms and conditions of the Policy. If the Credit Limit is cancelled, transactions made after the effective date of cancellation of the Credit Limit are excluded from coverage under the Policy.

F. Change in the composition of the insured

The **Insured** shall notify the **Company** immediately in writing if, during the **Policy Period**, it consolidates or merges with, or sells all or substantially all of its assets to any other person or entity or if another person or entity should acquire ownership directly or indirectly of more than fifty percent (50%) of its voting share capital. Upon receipt of such notice, the **Company** may cancel this policy effective with the date of such change in the composition or control of the **Insured**. If the policy is canceled, a pro-rata return of premium shall be made by the **Company**.

G. Choice of Law

The construction, validity and performance of this policy shall be governed by the laws of India.

H. Other Insurance

The **Insured** cannot take out more than one trade credit **Policy** either with the **Company** or any other insurer in respect of the same **Buyer**.

I. Contribution Clause

If at time of any **loss** arising out of **Buyer default** hereby insured, there be any other subsisting insurance, covering the same **Buyer**, the **Company** shall not be liable to pay or contribute more than its rate able proportion of such **loss**.

J. Notices

All notices provided for in this **policy** shall be in writing (including by facsimile transmission) and given to the **Insured** at the address stated in the Schedule or to the Company at 15th Floor Tower A, Peninsula Corporate Park, Nicholas Piramal G. K. Marg, Lower Parel (west), Mumbai – 400013, Maharashtra, India.

K. Reporting

- The Insured shall report the Gross Invoice Value of eligible transactions as per the Report Dates specified in the premium endorsement issued along with this policy.
- The Insured shall report monthly to the Company ageing of accounts receivable for any Buyer that is more than thirty (30) days past due, in any payment obligation to the Insured which, in the aggregate, exceeds the Non Qualifying Loss Amount.
- 3. The **Insured** shall report to the **Company**, no less than fifteen (15) days after policy expiration, an ageing of accounts receivable for all **Buyer's** insured under the policy.

L. Compliance By Insured

Failure by the **Insured** to comply with any term or condition of this policy shall not be deemed to have been excused, waived or accepted by the **Company** unless the same is specifically so excused or accepted by the **Company** in writing.

M. <u>False or Fraudulent Statements, Reports Or Concealment</u>

After the contract has been entered into, if the

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Insured or any of the **Information Holders** makes any statement or report to the **Company** knowing it to be false or fraudulent, or if the **Insured** or any of the **Information Holders** knowingly conceals any material information that under the terms of this policy it is obliged to provide to the **Company**, this policy shall be void and all claims made, Premium and where applicable Limit Charges paid hereunder shall be forfeited, and all payments made by the **Company** shall be returned by the **Insured** upon demand with interest thereon, calculated using the Central Bank or its equivalent base rate in the Company's country on the date such sum becomes due for repayment. Nothing in this condition shall be deemed to amount to a waiver of the Company's other rights and remedies at law or otherwise.

N. Release of Liability

The **Company** shall be released from all liability hereunder eighteen (18) months after the **Due date** of the last **Eligible Transaction(s)** insured hereunder except for the **Buyer(s)** reported to the **Company** in the manner described in the Notification of Adverse Information Clause as defined under Section 4 (D) in this policy.

O. Sanction Limitation and Exclusion Clause

The Company shall not provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Company** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

P. <u>CLAIMS REPORTING:</u>

The **Insured** must submit a written claim form acceptable to the **Company**:

- Within twelve(12) months after the Waiting Period has expired; or,
- 2. Within thirty (30) days, upon demand by the **Company**.

It is understood that the written Claim form may be amended from time to time by the **Insured** without prejudice to its claim.

Q. Renewal:

The Policy may be renewed with our consent. The

benefits under the policy or/and the terms and conditions of the policy, including premium rate may be subject to change. We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid / received. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

Customer Grievance Redressal Procedure

The Company is committed to extend the best possible services to its customers. However, if **you** are not satisfied with **our** services and wish to lodge a complaint, please feel free to call **our** 24X7 Toll free number 1800-266-7780/022-66939500 (tolled) or **you** may email to the customer service desk at customersupport@tataaig.com.

Nodal Officer

Please visit **our** website at <u>www.tataaiginsurance.com</u> to know the contact details of the nodal officer for **your** servicing branch.

After investigating the grievance internally and subsequent closure, we will send **Our** response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, **we** will inform **you** of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to <u>manager</u>. <u>customersupport@tataaig.com</u>. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt at this email id.

Escalation Level 2

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to the Head - Customer Services at head.customerservices@tataaig.com. After examining the matter, **we** will send **you** our final response within a period of 7 days from the date of receipt of **your** complaint on this email id.

Within 30 days of lodging a complaint with **us**, if **you** do not get a satisfactory response from **us** and **you** wish to pursue other avenues for redressal of grievances, **you** may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

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Office Details	Address & Contact details	Jurisdiction of Office Union Territory, District
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL	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 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry).
DELHI	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, Sonepat & 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	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.

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Office Details	Address & Contact details	Jurisdiction of Office Union Territory, District
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	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	Rajasthan.
ERNAKULAM	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	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	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	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, 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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: 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.

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Office Details	Address & Contact details	Jurisdiction of Office Union Territory, District
PATNA	Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE	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	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

This **Policy** is subject to IRDAI (Protection of **Policyholder's** Interests) Regulation, 2017.

Disclaimer: Prohibition of Rebate-Section 41 Insurance Act 1938

- 1. 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 or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the Insurer.
- 2. Any person making default in complying with the provisions of this section shall be punished with a fine which may extend to ten lakhs rupees.

"Insurance is the subject matter of the solicitation". For more details on benefits, exclusions, limitations, terms & conditions, please refer sales brochure/ Policy wordings carefully, before concluding a sale.

"Commencement of risk cover under the Policy is subject to receipt of payable premium by Tata AlG General Insurance Company Limited".