



CLINICAL TRIALS LIABILITY INSURANCE

POLICY WORDINGS

COVER

The **Insurer** will indemnify the **Insured** against all sums in excess of the **Deductible** that the **Insured** shall become liable to pay as damages or compensation and claimants costs and expenses in respect of any **Claim** made by **Research Subjects** for **Bodily Injury** caused by an **Occurrence** happening after the **Retroactive Date** within the Policy Territory and arising out of the **Trial(s)** of the **Insured** as stated in the **Policy Schedule**.

Provided that

(i) such **Claim** is first made in writing against the **Insured** during the **Period of Insurance** and is notified to the **Insurer** during or within 30 days of expiry of the **Period of Insurance**.

and

(ii) all **Bodily Injury** resulting or alleged to have resulted from the same **Trial** shall be considered as resulting from one **Occurrence** and having occurred during that **Period of Insurance** in which the first **Claim** is made against the **Insured** irrespective of the number of claimants / **Research Subjects** or the period over which **Claims** may thereafter be made against the **Insured** arising out of such **Bodily Injury**.

and

(iii) the **Insured** has offered and the **Research Subject** has agreed to abide by the Conditions of Compensation (which are annexed to Rules under Drugs and Cosmetics Act)

The **Insurer** will also pay **Legal Costs** within the **Limits of Indemnity**

DEFINITIONS

Act of Terrorism shall mean 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 organisation(s) or government(s)) committed for political, religious, ideological or similar purposes. This definition shall include acts performed with the intention to influence any government and/or to put the public or any section of the public in fear.

Bodily Injury shall mean accidental physical injury, sickness, disease, or death and shall include but not by way of limitation mental injury, mental anguish, shock, false arrest or invasion of the right of privacy.

Claim shall mean a written demand made against the **Insured** for money, services, relief or redress in respect of **Bodily Injury** insured by this Policy.

Deductible shall mean the amount specified herein which the **Insured** shall pay in respect of all damages compensation claimant's costs and expenses and **Legal Costs** before the **Insurer** shall be liable to make any payment.

Independent Lawyer shall mean a judge, retired judge, barrister or solicitor who is selected to adjudicate a **claim** for compensation under the Conditions of Compensation.



Insured shall mean the entity named in the **Policy Schedule** & referred as **Insured** and, at the written request of the **Insured**, shall also include:

- (a) any director or business partner of the **Insured**, but only whilst acting in their respective capacities for the **Insured**;
- (b) any **Person Employed**, including **Medical Persons**, but only whilst acting within the scope of their duties for the **Insured**;
- (c) any sub-contractor doctor consultant physician hospital or contract research organisation or nurse who will be performing work for the **Insured** in respect of a **Trial** covered by this **Policy**
- (d) any Ethics Committee or its members that has approved a **Trial** which is the subject of this **Policy**

but, in each case, only in respect of legal liability for which the **Insured** would have been entitled to indemnity under this **Policy** if the claim for which indemnity is sought had been made against the **Insured**.

In addition the **Insured** shall, at the written request of the **Insured**, also include:

- (e) the officers, committees and members of the **Insured's** canteen, social sports, educational and welfare organisations and first aid, fire, security and ambulance services in their respective capacities as such;
- (f) any director, business partner or **Employee** of the **Insured** in respect of private work undertaken by any **Person Employed** for such director, business partner or **Employee** with the prior written consent of the **Insured**.

Each **Insured** shall, as if he/she were the **Insured**, be subject to the terms, conditions, **Limits of Indemnity**, exclusions and any endorsement(s) of this **Policy**.

Legal Costs shall mean:

- (a) costs of legal representation at:
 - (i) any coroner's inquest (or, in Scotland, any Fatal Accident Inquiry) in respect of any death;
 - (ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in any **Occurrence**;
- (b) all other legal costs and expenses reasonably and necessarily incurred in relation to any **Occurrence** which may form the subject of a claim for indemnity under the **Policy** (including costs of representing the **Insured** in civil proceedings);

provided, in each case, that such costs are incurred with the prior written consent of the **Insurer**. The term **Legal Costs** shall not include internal expenses of the **Insured** (including salaries, commissions, benefits, remuneration or overheads).

Limits of Indemnity shall mean the monetary limits stated in the **Schedule**

Medical Persons shall mean Licensed Physicians Doctors Medical Nurses and Dentists.

Occurrence shall mean an event (including, but not limited to, continuous or repeated exposures to the same conditions or substance) which results in **Bodily Injury** or **Property Damage**. All such exposure to substantially the same conditions or substance shall be deemed to be one **Occurrence**

Period of Insurance shall mean the period from the inception to the expiration of this **Policy** as set forth in the **Schedule** or its earlier termination date, if any.



Person Employed shall mean any:

- (a) Employee which would also include any person
 - (i) under a contract of service with the **Insured** or
 - (ii) apprenticeship with the **Insured**
- (b) labour master or person supplied by a labour master;
- (c) person employed by labour only sub-contractors;
- (d) self-employed person;
- (e) person hired or borrowed by the **Insured**;
- (f) person undertaking study or work experience;
- (g) person supplied under any Youth Training or similar government scheme,

in each case, while such person is working for the **Insured** in connection with the **Business**.

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.

Insured shall mean the person or entity identified as such in the **Policy Schedule**.

Policy Schedule/Schedule shall mean the form, labelled as such and attached to this **Policy**, which forms a part thereof and contains contract details referred to in the wording.

Property Damage shall mean accidental physical damage to, loss of or destruction of material property. It shall not include loss of computer data.

Retroactive Date shall mean the date specified as such in the **Policy Schedule**

Research Subject shall mean any person participating in a **Trial** including their dependant's, heirs, executors, administrators and legal representatives.

Trial shall mean any Clinical Trial or Healthy Volunteer Study which complies with the statutory requirements or guidelines of the relevant person authority department or public or private body in the policy territory as per **Policy Schedule** in which the **Trial** occurred.

Insurer shall mean Tata AIG General Insurance Company Limited

EXCLUSION

The **Insurer** shall not be liable to indemnify the **Insured** against:

- (1) any war and **Act of Terrorism**:
this insurance excludes any loss damage or injury cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:



- a) war (whether war be declared or not) invasion acts of foreign enemies hostilities or similar situation civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or
- b) any **Act of Terrorism**

This policy also excludes loss damage bodily injury cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

If the **Insurer** allege that by reason of this exclusion any loss/damage/injury cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured

In the event any portion of this Memorandum is found to be invalid or unenforceable the remainder shall remain in full force and effect

- (2) any:
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) radioactive, toxic, explosive or hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (3) any **Trial** performed without the informed written consent of each **Research Subject** obtained prior to the participation of such **Research Subject** in such **Trial**
- (4) any Claim arising from Hepatitis or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus Type iii (HTLV iii) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations thereof
- (5) any claim on account of following:
 - (a) the insured's failure to prevent enrolment of subject(s) with Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named
 - (b) the insured's negligence that causes an otherwise non-infected person to contract Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind
 - (c) the insured's negligence that results in an injury/death of a person who's suffering from Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind
- (6) any **Claim** arising from any condition directly or indirectly caused by or associated with Transmissible Spongiform Encephalopathy (TSE) Creutzfeldt-Jakob Disease (CJD) variant Creutzfeldt-Jakob Disease (vCJD) or new variant Creutzfeldt-Jakob Disease (nvCJD)
- (7) liability arising from any **Occurrence** happening prior to the **Retroactive Date**
- (8) any **Claim** arising out of an **Occurrence** the circumstances of which the **Insured** were aware prior to the inception of this Policy
- (9) Insurer shall not be deemed to provide cover and Insurer 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 that the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of India, the European Union, United Kingdom or United States of America
- (10) any **Trial** performed without prior approval from Drug Controller General of India or an equivalent regulatory body
- (11) any fines, penalties, punitive or exemplary damages, in relation to the **Trial** conducted

CONDITIONS OF COMPENSATION under policy

- (1) At any time prior to the settlement or other determination of any **claim** of a **Research Subject**, the **Insured** may, subject to the prior written agreement of the **Insurer**, offer the **Research Subject** the option of having the **claim** determined in accordance with these Conditions of Compensation. If the



- Research Subject** agrees to that proposal, then the **Insured**, having obtained the prior written agreement of the **Insurer** as to the sum to be offered, shall make an offer of compensation to the **Research Subject**. The **Research Subject** shall then have three months to consider that offer.
- (2) In the event the **Insured** and the **Research Subject** agree to the **claim** being determined in accordance with these Conditions of Compensation, but there is no agreement between the **Insured** and the **Research Subject** as to the amount of compensation within the three month period referred to above, an **Independent Lawyer** experienced in medical litigation shall be appointed to adjudicate on the amount of compensation due. The choice of **Independent Lawyer** shall be by written agreement between the **Insured**, the **Insurer** and the **Research Subject**. In the absence of such agreement the appointment shall be made by the Chairman for the time being of the Bar Council of India.
- (3) In the event of the appointment of an **Independent Lawyer** such person:-
- (a) shall allow the **Insured** &/or **Research Subject** a reasonable opportunity to present their cases with both oral and written evidence
 - (b) shall be entitled to obtain independent expert advice
 - (c) shall exercise any power conferred upon an arbitrator by any other mediation law applicable in India
 - (d) shall otherwise determine the procedure in order to arrive at a just settlement.
- (4) In the event that the **Insured** and the **Research Subject** agree to be bound by the decision of the **Independent Lawyer** and the **Research Subject** accept the amount of compensation (if any) in full and final settlement of all causes of action against the **Insured** or any other person in connection with the **Trial** the **Insurer** will pay the reasonable costs of the **Research Subject** including the **Legal Costs** and expenses.
- (5) If the **Research Subject** does not accept the decision and award of the **Independent Lawyer** within three months the **Research Subject** shall have no further entitlement pursuant to these Conditions of Compensation but shall be able to pursue such rights as the **Research Subject** may otherwise have.
- (6) If the **Research Subject** accepts by agreement with the **Insured** or the award (if any) of an **Independent Lawyer** then the **Research Subject** is bound by the following:-
- (a) the **Research Subject** waives all rights of action against the **Insured** other than under these Conditions of Compensation and
 - (b) In the event of any payment under this Policy the **Insured** (and thus the **Insurer**) shall be subrogated to all the rights of recovery thereof which the **Research Subject** may have against any third party and shall receive all help and assistance as the **Insured** (or the **Insurer**) may reasonably require from the **Research Subject** in exercising and enforcing these rights provided that any recovery over and above any compensation paid or payable to the **Research Subject** (after deduction of all costs incurred in effecting such recovery) shall accrue to the **Research Subject**
 - (c) the **Research Subject** shall sign such release or other documents as the **Insured** may reasonably require to give effect to (a) and (b) of Condition 6 above.
- (7) Compensation will only be paid if on the balance of probabilities the **Bodily Injury** (including exacerbation of an existing condition) was caused by the administration to or use by or on, the **Research Subject** of any drug or product involved in the **Trial** or was directly attributable to participation in the **Trial**.
- (8) Subject to Condition (11) below, compensation will not be refused solely on the basis that the injury arose from a foreseeable adverse reaction or that the **Research Subject** was warned of the risk but still signed a consent form agreeing to participate in the **Trial**.
- (9) Compensation will not be paid for the failure of a drug or product under **Trial** to perform its intended purpose.
- (10) Compensation will not be unreasonably withheld from a **Research Subject** not receiving the drug or product under **Trial** if treatment or other drugs normally used in relieving any conditions for which the



Research Subject was undergoing treatment were withheld or caused by the administration of a placebo.

- (11) The amount of compensation payable shall be determined with reference to the amount of compensatory damages awarded in similar cases by the courts of India or the country where the **Trial** took place and commensurate with the nature, severity, persistence and effects of the injury

The amount of compensation may be reduced denied or affected by the following circumstances:-

- (a) negligence of the **Research Subject** or the **Research Subject's** parents or legal guardian (where the **Research Subject** is under the age of majority)
 - (b) the seriousness of the injury treated in the **Trial** and the degree of probability that adverse reactions would occur and any warning the **Research Subject** received
 - (c) the comparison of risk between established treatments and those that are used or researched in a **Trial**
 - (d) the availability and efficacy of alternative treatments which would have been available to a **Research Subject** had that person not agreed to participate in the **Trial**.
- (12) The amount of compensation shall be paid as a lump sum notwithstanding any legal principles or rules of court which might or would apply if settlement were not reached under these Conditions of Compensation.

GENERAL CONDITIONS:

- (1) Basis of the Contract: This **Policy** and the **Schedule** shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of the **Policy** or of the **Schedule** shall bear such specific meaning wherever it may appear. Upon receipt of this **Policy** the **Insured** agrees that it has been issued upon the truth of his declarations and representations made to the **Insurer** or any of its agents relating to this **Insurance**. The terms of this Policy shall not be waived altered or changed in any way except by Endorsement issued by the **Insurer** to form a part of this Policy
- (2) Basis of Premium: If any part of the premium is based on estimated number of **Trials** furnished by the **Insured**, the **Insured** shall keep an accurate record containing all relevant particulars and shall allow the **Insurer** to inspect such record. Within one month of the expiry of the **Period of Insurance**, the **Insured** shall furnish such information as the **Insurer** may require. The deposit premium shall thereupon be adjusted and the difference paid by or allowed to the **Insured**, subject to the retention by the **Insurer** of any minimum premium
- (3) Reasonable Precautions: The **Insured** shall take reasonable precautions to prevent any event or occurrence which may give rise to liability under this **Policy** and shall maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in relation to the **Trial** in sound condition. As soon as possible after discovery, the **Insured** shall cause any defect or danger to be made good or remedied and, in the meantime, shall cause such additional precautions to be taken as the circumstances may require. Prior to the commencement of any Human Clinical Trial, the **Insured** shall ensure that all applicable statutory and regulatory requirements and professional guidelines and standards have been complied with in respect of that Human Clinical Trial
- (4) Assumption of Liability: No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured** without the prior written consent of the **Insurer**
- (5) **Insured:** The **Insured** shall be deemed to be the sole and irrevocable agent of each and every **Insured** under this **Policy** for the purpose of:
 - (a) giving to or receiving from the **Insurer** notice of cancellation and other notices;



- (b) giving instructions to or agreeing with the **Insurer** for amendments or variations of the Policy; or
- (c) making or receiving payments of premiums or adjustments of premium
- (6) Discharge by Payment: In connection with any **Claim** against the **Insured**, the **Insurer** may, at any time, pay to the **Insured** a sum equal to the **Limits of Indemnity**, or any lesser amount for which, at the absolute discretion of the **Insurer**, such **Claim** can be settled. Upon payment of such sums, the **Insurer** shall be entitled to relinquish the control of such **Claim** and be under no further liability in connection therewith, save for such **Legal Costs** as the **Insurer** have already agreed in writing to pay in respect of matters prior to the date of such payment
- (7) Co-Insurance: If the **Insured** has other insurance that is applicable to the **Occurrence, Claim** or liability (or which would be applicable if this **Policy** did not exist), such insurance shall be primary to the cover afforded by this **Policy** and the **Insurer** shall not be liable to indemnify the **Insured** in respect of any **Occurrence, Claim** or liability until such other insurance is exhausted
- (8) The **Insured** shall take all reasonable steps to prevent or diminish any loss which might give rise to a claim under this **Policy**
- (9) The **Policy** shall be null and void and no payment shall be made by the **Insurer** in the event of untrue/incorrect statements, misrepresentation, misdescription or non-disclosure in any particulars material in the underwriting submission, proposal document, annexure, declaration or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the **Insured** or anyone acting on the **Insured's** behalf. In case the **Insurer** has already made payment, and when the same comes to the **Insurer's** knowledge subsequently, then in such case the **Insurer** has full right to recover such payment from the **Insured** or the beneficiary, as applicable
- (10) Cancellation: The **Insurer** may cancel the policy by sending 30 days' notice by recorded delivery to the **Insured** at **Insured's** last known address on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation. In such an event the **Insurer** will return a pro-rata portion of the premium for the unexpired part of the Insurance. The Policy may also be cancelled by **Insured** by giving 30 days' notice in writing to the **Insurer**, in which event the **Insurer** will retain premium (minimum INR 2500) at short-period scale as per the following table, provided there is no claim under the Policy during the period of Insurance. In case of any claim under the Policy no refund of premium shall be allowed
The Short Period Scale for the Policy shall be as per the chart provided below:

Period (Not exceeding)	Rate
1 week	10% of the Annual rate
1 Month	25% of the Annual rate
2 Months	35% of the Annual rate
3 Months	50% of the Annual rate
4 Months	60% of the Annual rate
6 Months	75% of the Annual rate
8 Months	85% of the Annual rate
Exceeding 8 Months	Full Annual Premium

In the event of cancellation or non-renewal of this Insurance the liability of the **Insurer** shall cease outright on the date upon which the notice takes effect or upon the date of expiry, except in respect of



any circumstances or claims notified to the **Insurer** during the currency of the Insurance which remain unsettled at that date

Upon cancellation of this Policy, any certificate(s) of insurance shall automatically stand cancelled, and should be returned by the **Insured** to the **Insurer** immediately

(11) In the event of cancellation or non-renewal of this Insurance the liability of the Insurer shall cease outright on the date upon which the notice takes effect or upon the date of expiry except in respect of any circumstances or claims notified to the Insurer during the currency of the Insurance which remain unsettled at that date

(12) **Claims Co-operation and Conduct of Proceedings:** The **Insured** shall, as a condition precedent to the right to be indemnified under this **Policy**, co-operate fully with the **Insurer** and shall provide such assistance, documents and access to premises as the **Insurer** shall request. In particular, the **Insured** shall give all such assistance to deal with claims and conduct of legal proceedings as the **Insurer** and/or their legal advisers and consultants may require

The **Insurer** shall be entitled to conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the name of the **Insured** for its own benefit any claim. In any such matter, the **Insurer** shall have sole discretion in the conduct of any proceedings and in the settlement of any claim

(13) **Subrogation:** In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to all the **Insured's** rights of recovery thereof against any person and / or all entities and / or organisations and / or persons, and it is the duty of the **Insured** to execute and deliver all documents/instruments necessary for the **Insurer** to secure such rights and ensure that nothing is done to prejudice the same

(14) **Contracts (Rights of Third Parties) Act 1999:** Any person or entity who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 or any equivalent Act to enforce any term of this **Policy**. This condition does not affect any right or remedy which exists or would be available but for the operation of that Act

(15) USA/Canada Conditions

In respect of any judgement, award or settlement made against the **Insured** in the United States of America and/or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part) the three undernoted clauses shall apply:-

1) Punitive and Exemplary Damages Exclusion Clause

Regardless of any other provision of the Policy, the Policy does not apply to punitive or exemplary **Damages**

2) Regardless of any other provision of this Insurance, all costs, charges and expenses incurred with the written consent of the Insurer for the investigation defence or negotiations for the settlement of any claim notified within the terms of this Insurance shall form part of such sums as may exhaust any Deductible applicable herein and shall be included within the Limits of Indemnity specified herein

3) Industries, Seepage, Pollution and Contamination Exclusion Clause

The Policy does not cover any liability for:

- a. personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination;
- b. the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances;
- c. Any resultant or related fines, penalties, punitive or exemplary damages

(16) Policy Governing Law: India Law

(17) If any part of the Premium or Renewal Premium is based on estimates of **Trials** furnished by the Insured the Insured shall keep a record containing all relative particulars and shall allow the Insurer to inspect



such record. The Insured shall after the expiry of each Period of Insurance furnish such information as the Insurer may require. The Premium or Renewal Premium shall thereupon be adjusted and the difference paid by or allowed to the Insured, subject to the retention by the Insurer of any minimum premium indicated in the **Schedule**

- (18) Where there is more than one Insured the Insurer agree that this Insurance shall be considered as applying to each Insured as though a separate Insurance had been issued to each provided always that the Insurer' total liability shall not exceed the Limits of Indemnity
- (19) Dispute Resolution & Arbitration:
- a) The term of the Policy shall be governed by Indian law. Any and all disputes or differences which may arise under, out of, in connection with or in relation to this Policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this Policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s)
 - b) In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the respectively nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.
 - c) The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.
 - d) The venue of the arbitration and hearings shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.
 - e) It is a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or arbitrators shall be first obtained.

Subject to compliance with the provisions above, such disputes shall be referred to the exclusive jurisdiction of the Indian courts

- (20) Regardless of the number of years this Insurance or any succeeding Insurance of like nature with the Insurer shall continue in force and the number of premiums which shall be paid or payable, the Liability of the Insurer as specified in this Insurance shall not be cumulative in amounts from year to year or from period to period and a loss shall be deemed to attach to the Insurance current at the first date of discovery of the loss, or part thereof, and the Insurance limit in effect at that time shall prevail
- (21) Policy currency: all payments shall be made by the Insurer in Indian Rupee, unless specifically agreed by the Insurer by way of an endorsement to this policy
- (22) The **Insured** shall as soon as is reasonable give to the **Insurer** full particulars in writing of any material increase in the risk and shall pay such reasonable additional premium, if any, as may be required by the **Insurer**
- (23) Immediately upon becoming aware of any circumstances which may give rise to a **Claim** under this **Policy**, irrespective of whether or not any such **Claim** is expected to exceed any **Deductible** specified in



the **Policy Schedule** hereto, as a condition precedent to the **Insurer's** liability under this **Policy**, the **Insured** shall forthwith give written notice to the **Insurer** with full particulars, including the dates of the event or occurrence and claimant(s) concerned, as soon as practicable during the same **Period of Insurance**, and in any case within 30 days from the obtaining knowledge of such circumstance. Every letter, claim, writ, summons, and process shall be forwarded to the **Insurer** on receipt. Written notice shall also be given to the **Insurer** immediately upon the **Insured** or any of its representative and agents having knowledge of any prosecution or inquest in connection with any event for which there may be liability under this **Policy**. The **Insurer** may condone delay in claim intimation/ document submission on merits, where it is proved that delay in reporting of claim or submission of claim documents is due to reasons beyond the control of the **Insured**

NOTICE OF CLAIM:

In the event of a claim under this Policy, the **Insured** shall give written notice to the **Insurer** by registered post or courier at their following address:

The Claims Department,
Tata AIG General Insurance Company Ltd.
A-501, V Floor, Infinity IT Park, Building No. 4
General AK Vaidya Marg, Dindoshi, Malad East,
MUMBAI - 400097 INDIA

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured**, whether in part of whole, without the prior written consent of the **Insurer**. The **Insurer** shall have the right to (but not the duty to) take over and conduct in the name of the **Insured** any defence, proceedings and settlement for their own benefit, per the **Insurer's** sole discretion. The **Insured** shall give all such assistance and cooperation as the **Insurer** may so require. Having taken over the defence or conduct over any proceedings and settlement, the Company may in its sole and absolute discretion relinquish the same

Customer Grievance Redressal Procedure

The Company is committed to extend the best possible services to its customers. However, if **Insured** 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 (toll free) or **Insured** may email to the customer service desk at customersupport@tataaig.com.

Nodal Officer

Please visit our website at www.tataaig.com to know the contact details of the nodal officer for **Insurer's** 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 **Insured** of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet **Insured's** expectations, **Insured** can write to manager.customersupport@tataaig.com. 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 the insured's expectations, **Insured** can write to the Head - Customer Services at head.customerservices@tataaig.com. After examining the matter, we will send **Insured** our final response within a period of 7 days from the date of receipt of the



Insured's complaint on this email id.

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

Office 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@ecoi.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, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.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@ecoi.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@ecoi.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@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI	Tamil Nadu,



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@ecoi.co.in	Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@ecoi.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@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue,	West Bengal, Sikkim, Andaman & Nicobar Islands.



<p>KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in</p>	
<p>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@ecoi.co.in</p>	<p>Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p>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@ecoi.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>
<p>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.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in</p>	<p>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.</p>
<p>PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in</p>	<p>Bihar, Jharkhand.</p>
<p>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@ecoi.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>



The updated details of the Insurance Ombudsman offices are also available at the IRDAI website www.irda.gov.in, or on the website of Governing Body of Insurance Council www.ecoi.co.in.

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

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