



Professional Liability Single Project Design and Construction

Professional Liability

Single Project Design & Construction

Agent/Broker Name -.....

Agent/Broker License Code -.....

Agent/Broker Contact No -.....

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JIN No: TAG-LI-P15-33-V01-14-15. CIN NO:U85110MH2000PLC128425

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SCHEDULE

1.	Policyholder	[•]	
2.	Policyholder's Address	[•]	
3.	Project	[•]	
4.	Professional Services	[•]	
5.	Additional Named Insured(s)	[•]	
6.	Policy Period	From: To:	(at 12.01 a.m. local time at the Policyholder's address specified in Item 2 above)
7.	Extended Reporting Period	From: To:	(at 12.01 a.m. local time at the Policyholder's address specified in Item 2 above)
8.	Limit of Liability (in the aggregate and in respect of any one Claim)	INR[•]	
9.	Limits of Liability	Extension 2.1 (Intellectual Property)	INR[•]
		Extension 2.2 (Defamation)	INR[•]
		Extension 2.3 (Inquiry Attendance Expenses)	INR[•]
		Extension 2.4 (Loss of Documents)	INR[•]
		Extension 2.6 (Mitigation Costs)	INR[•]
		Optional Extension 3.1 (Sudden and Accidental Pollution)	INR[•]
10.	Retention (in respect of any one Claim)	Optional Extension 3.2 (Dishonesty)	INR[•]
			INR[•]

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11. Retroactive Date	[•]
12. Premium	INR[•]
13. Date of Proposal	[•]
14. Insurer	TATA-AIG General Insurance Company Ltd.
15. Insurer's Address	TATA-AIG General Insurance Company Ltd. 15th floor, Tower "A", Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai- 400 013
16. Address for Notification of Claims	Financial Lines Claims TATA-AIG General Insurance Company Ltd. 15th floor, Tower "A", Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai- 400 013

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Professional Liability - Single Project Design and Construction

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

In consideration of the payment of the **Premium** and subject to the terms and conditions of this **Policy**, the **Insurer** and the **Policyholder** agree as follows:

1. Cover

1.1 Professional Liability

The **Insurer** shall pay on behalf of an **Insured** all **Loss** resulting from a **Claim** for any **Breach of Duty** by an **Insured**, except any **Loss** relating to **Dishonesty** which must be brought under the applicable coverage extension and coverage will be provided under the terms of that applicable coverage extension only.

2. Extensions

2.1 Intellectual Property

The **Insurer** shall pay on behalf of an **Insured** all **Loss** resulting from any **Claim** for **Infringement** by an **Insured**.

2.2 Defamation

The **Insurer** shall pay on behalf of an **Insured** all **Loss** resulting from any **Claim** for **Defamation** by an **Insured**.

2.3 Inquiry Attendance Expenses

The **Insurer** shall pay on behalf of any person described in this Section 2.3 (i) and (ii) **Attendance Expenses** incurred in relation to an **Inquiry** at the daily rates set out below for each day of attendance at that **Inquiry**:

- (i) INR..... per day for any principal, partner, officer or director of an **Insured** (or any other person occupying these positions by whatever title given); and
- (ii) INR..... per day for any **Employee**.

No **Retention** shall apply to this Extension.



2.4 *Loss of Documents*

Notwithstanding Section 5.4 (Bodily Injury and Property Damage), the **Insurer** shall pay on behalf of an **Insured** all **Loss** resulting from any **Claim** for damage to or destruction, loss (whether temporary or permanent), distortion, erasure or misplacement of any **Third Party Document** for which an **Insured** is legally responsible, provided that the damage to or destruction, loss (whether temporary or permanent), distortion, erasure or misplacement of such **Document**:

- (i) occurs during the **Policy Period** in the course of the performance or non-performance of **Construction Professional Services**; and
- (ii) is unintentional.

2.5 *Extended Reporting Period*

The **Insurer** shall pay on behalf of an **Insured** all **Loss** resulting from any **Claim** first made against an **Insured** and notified to the **Insurer** during the **Extended Reporting Period** provided that such **Claim** arises out of a **Wrongful Act** first committed or alleged to have been committed on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

2.6 *Mitigation Costs*

The **Insurer** shall indemnify an **Insured** for all **Mitigation Costs** and **Professional Fees** incurred to reduce the ultimate legal liability of an **Insured**, provided that it shall be a condition precedent that the following are met:

- (i) no **Claim** has been made by the potential claimant in respect of the circumstance(s) identified in paragraph (ii) below;
- (ii) proper notification of the relevant circumstance(s) is made to the **Insurer** by the **Insured** in accordance with Section 6.6 (Circumstances) and in any event prior to the **Insured** incurring any **Mitigation Costs** or **Professional Fees**;
- (iii) **Mitigation Costs** are reasonably and necessarily incurred by the **Insured** and the **Mitigation Costs** are paid directly or indirectly to each potential claimant for the principal purpose of avoiding a **Claim(s)** being made by that potential claimant for a specific **Breach of Duty(s)**;
- (iv) **Professional Fees** are reasonably and necessarily incurred by the **Insured** to negotiate and facilitate the payment of **Mitigation Costs**;
- (v) if the circumstance(s) identified in paragraph (ii) above had given rise to a **Claim** made by the potential claimant, the **Claim** would have resulted in a legal liability of the **Insured** to the potential claimant;
- (vi) the liability of the **Insurer** under this Extension shall not exceed the liability that would have existed under this policy if the **Claim** had been made against the **Insured** by the potential claimant;
- (vii) the **Insured** shall not incur any **Mitigation Costs** or **Professional Fees** without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld or delayed.



3. Optional Extensions

The Extensions under Section 3 shall apply only where specified in Item 9 of the Schedule and are subject to any Sublimits of Liability specified in Item 9 of the Schedule.

3.1 *Sudden and Accidental Pollution*

Subject to Exclusion 5.18 (Pollution), the **Insurer** shall pay on behalf of an **Insured** all **Loss** resulting from any **Claim** for a **Breach of Duty** by an **Insured** arising out of the actual, alleged or threatened sudden, accidental and unexpected presence, discharge, dispersal, release, migration or escape of any **Pollutant** other than nuclear or radioactive materials.

3.2 *Dishonesty*

Notwithstanding Exclusion 5.15 (Misdeeds), the **Insurer** shall pay on behalf of an **Insured** all **Loss** resulting from any **Claim** in respect of the **Dishonesty** of an **Employee** provided that **Insured** shall not have been involved in, nor should reasonably have been aware of such **Dishonesty**.

4. Definitions

4.1 “Additional Named Insured”

means the entities specified in Item 5 of the Schedule.

4.2 “Attendance Expenses”

mean all reasonable fees, costs and expenses (including but not limited to travel and incidental costs) incurred by an **Employee**, principal, partner, officer or director of an **Insured**, with the **Insurer’s** prior written consent, in relation to any legally compelled attendance by that person at an **Inquiry**, but shall not include any wages, salaries and other remuneration or overhead paid or incurred in connection with an **Inquiry**.

4.3 “Bodily Injury”

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

4.4 “Breach of Duty”

means any actual or alleged breach of duty, negligent act, error, omission, misstatement, misleading statement, breach of warranty of authority committed in good faith or breach of confidentiality, all in the course of providing **Construction Professional Services**.

4.5 “Claim”

means any:



- (i) written demand against an **Insured**; or
- (ii) civil or administrative proceeding brought against an **Insured**, for **Damages** or any other legal remedy in respect of an actual or alleged **Wrongful Act**.

4.6 “**Construction Professional Services**”

mean, in connection with the **Project**, the performance by an **Insured** of a contract for: (i) architectural services; (ii) engineering services; (iii) design or specification services; (iv) supervision in respect of construction works; and/or (v) the conduct of feasibility studies or survey under the direction and control of a **Qualified Person**.

4.7 “**Damages**”

mean any amount that an **Insured** is legally liable to pay to a **Third Party** in respect of a judgment or arbitral award rendered against that **Insured** in respect of a **Claim** or for settlement of a **Claim** negotiated by the **Insurer** or by the **Insured** with the **Insurer’s** prior written consent as provided for under Section 6.4 (Settlement).

In respect of the Extension under Section 2.4 (Loss of Documents) only, **Damages** shall also include any costs and/or expenses reasonably incurred by an **Insured** in replacing or restoring any **Document** provided that:

- (i) the relevant **Document** is lost or damaged while it is: (1) in transit; or (2) in the custody of an **Insured** or of any person to whom the **Insured** has entrusted it in the course of performance of the **Construction Professional Services**;
- (ii) the lost or misplaced **Document** has been the subject of a reasonable and diligent search by or on behalf of the **Insured**;
- (iii) the amount of any **Claim** in respect of such costs and/or expenses shall be supported by documentary evidence approved by the **Insurer** (or a person nominated by the **Insurer** and consented to by the **Insured**); and
- (iv) the **Insurer** shall not be liable for any **Claim** arising out of wear and tear, gradual deterioration, moth and vermin and/or other matters beyond the **Insured’s** control.

4.8 “**Defamation**”

means any actual or alleged libel or slander by reason of words written, spoken or broadcasted committed unintentionally in the course of providing **Construction Professional Services**.

4.9 “**Defence Costs**”

mean all reasonable fees, costs and expenses incurred by or on behalf of an **Insured** in the investigation, defence, adjustment, settlement or appeal of a **Claim** but shall not include lost earnings or wages, salaries or other remuneration or benefits paid by an **Insured** to its principals, partners, directors, officers or **Employees** or the costs of any **Insured’s** time.

4.10 “**Dishonesty**”

means any dishonest and/or fraudulent conduct of an **Employee**:

- (i) not condoned by (whether expressly or implicitly); and

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(ii) that results in liability of an **Insured**.

4.11 “**Document**”

means a document of any nature whatsoever including but not limited to computer records and electronic or digitised data but shall not include any currency, negotiable instrument or records thereof.

4.12

“**Employee**”

means a natural person who is or becomes during the **Policy Period** engaged as an employee under a contract of employment with the **Insured** but shall not include any: (i) director, officer, partner or principal; or (ii) consultant, independent contractor or sub-contractor of the **Insured**.

4.13

“**Extended Reporting Period**”

means the period of time specified in Item 7 of the Schedule unless the **Policy** is cancelled in which event the **Extended Reporting Period** shall end on the effective date of the cancellation.

4.14

“**Infringement**”

means any infringement of the intellectual property right of any **Third Party** (other than patents and **Trade Secrets**) committed unintentionally in the course of providing **Construction Professional Services**.

4.15

“**Inquiry**”

means any civil, criminal, regulatory or administrative investigation in relation to the affairs of an **Insured** in connection with the provision of **Construction Professional Services** for which a notice specifying that **Insured** as the subject of the investigation and compelling the attendance by him in court or at a tribunal is first served during the **Policy Period** and notified to the **Insurer** in accordance with this **Policy**.

4.16

“**Insured**”

means:

- (i) the **Policyholder** and its **Subsidiaries**;
- (ii) any **Additional Named Insured**;
- (iii) a natural person who is or becomes during the **Policy Period** a principal, partner, director or officer (or any other person occupying these positions by whatever title held) of any entity or person described in Sub-Section 4.16(i) or (ii);
- (iv) an **Employee** of any entity or person described in Sub-Section 4.16(i) or (ii) above;
- (v) any consultant, independent contractor or sub-contractor under contract (including temporary contracts) with, and under the direction and direct supervision of any entity or person described in Sub-Section 4.16(i) or (ii) above; and

but only during the provision of **Construction Professional Services** by the relevant party in the capacities described above.

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Insured also includes any estate or legal representative of any **Insured** described in Sub-Section 4.16(iii), (iv) or (v) above for **Loss** arising from a **Claim** against that **Insured** for a **Wrongful Act** committed when providing **Construction Professional Services**.

4.17 “**Insurer**”

means the entity specified in Item 14 of the Schedule.

4.18 “**Limit of Liability**”

means the amount specified in Item 8 of the Schedule being the maximum amount of liability of the **Insurer** under this **Policy**.

4.19 “**Loss**”

means **Damages** and/or **Defence Costs** but shall not include any: (i) taxes (including any fines or penalty referred to as a tax in tax legislation); (ii) non-compensatory damages (including but not limited to punitive, multiple, exemplary and liquidated damages); (iii) fines or penalties; (iv) costs and expenses incurred in complying with an order for, grant of or agreement to provide injunctive or other non-monetary relief; (v) benefits, overhead, charges or expenses paid or incurred by an **Insured**; (vi) costs incurred by an **Insured** in correcting or re-performing any **Construction Professional Services**; or (vii) matters which may be deemed uninsurable under the law governing this **Policy** and/or the jurisdiction in which a **Claim** is brought.

Loss shall also include **Mitigation Costs** and **Professional Fees**, but only to the extent set out in Extension 2.6 -- Mitigation Costs.

4.20 “**Mitigation Costs**”

means reasonable and necessary payments to a potential claimant to reduce the ultimate legal liability of the **Insured**. In no event shall **Mitigation Costs** include: (a) payments which are not otherwise covered under the **Policy**; or (b) other costs or overheads of an **Insured**.

4.21 “**Policy**”

means the terms and conditions contained in this document, any endorsement attached to it, the Schedule and the proposal form submitted by the **Policyholder** and/or any **Insured** when applying for the **Policy** and all information and documentation accompanying it.

4.22 “**Policyholder**”

means the entity or natural person specified in Item 1 of the Schedule.

4.23 “**Policy Period**”

means the period of time specified in Item 6 of the Schedule unless the **Policy** is cancelled in which event the **Policy Period** will end on the effective date of the cancellation.

4.24 “**Pollutant**”

means any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise including asbestos, smoke, vapour, soot, fibres, mould, spores, fungus, germs, fumes, acids, alkalis, nuclear or radioactive materials of any sort, chemicals and wastes. For the purpose of this **Policy**, waste shall include any

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- materials to be recycled, reconditioned or reclaimed.
- 4.25 **“Premium”**
means the amount specified in Item 12 of the Schedule as may subsequently be adjusted in accordance with an endorsement to this **Policy**.
- 4.26 **“Professional Fees”**
means reasonable and necessary fees, costs and expenses of appropriately qualified professionals appointed with the **Insurer’s** prior written consent. In no event shall **Professional Fees** include: (a) fees, costs and expenses which are not otherwise covered under the **Policy**, or (b) other costs or overheads of an **Insured**.
- 4.27 **“Project”**
means the project specified in Item 3 of the Schedule.
- 4.28 **“Property Damage”**
means damage to or loss or destruction of tangible property or loss of use of tangible property.
- 4.29 **“Qualified Person”**
means an **Insured** with five years or more experience in one or more of the areas described in Section 4.6 (Construction Professional Services) or a person recognised as a member or associate of the CIPTC, ICP, IIA or similar professional body in any country.
- 4.30 **“Retention”**
means the applicable amount specified in Item 10 of the Schedule and payable by an **Insured** before the **Insurer** becomes liable to make any payments under this **Policy**.
- 4.31 **“Retroactive Date”**
means the date specified in Item 11 of the Schedule.
- 4.32 **“Subsidiary”**
means, in relation to the **Policyholder**, any company or entity in which the **Policyholder**, either directly or indirectly through one or more of its subsidiaries (as defined in this Section 4.36 -- Subsidiary):
- (i) controls the composition of the board of directors;
 - (ii) controls more than half of the voting power; or
 - (iii) holds more than half of the issued share capital or equity.
- Cover for a **Subsidiary** and/or any entity or person covered under the **Policy** by reason of it / them being affiliated to the relevant **Subsidiary** in the manner described under Sub-Sections 4.16(iii), (iv), (v) and (vi) under this **Policy** shall only apply if a **Wrongful Act** is / was committed while such entity is / was a **Subsidiary**.



- 4.33 **“Third Party”**
means any entity or natural person, but shall not include: (i) any **Insured**; or (ii) any other entity or natural person having a financial interest or executive role in the business of any **Insured** or its **Subsidiaries**.
- 4.34 **“Trade Secret”**
means information that derives actual or potential economic value from not being generally known to the public and not being readily ascertainable through proper means by any person who can obtain economic advantage from its disclosure or use.
- 4.35 **“Wrongful Act”**
means any **Breach of Duty, Infringement, Defamation** or **Dishonesty** (if applicable) in connection with the **Project**.

5. Exclusions

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

- 5.1 **Antitrust**
arising out of, based upon or attributable to any actual or alleged violation of any law or regulation in relation to antitrust, competition or restraint of trade;
- 5.2 **Asbestos**
arising out of, based upon or attributable to the manufacture, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials or products containing asbestos or asbestos fibers or dust or any obligation of an **Insured** to indemnify any party for **Damages** arising out of any of the heretofore referenced;
- 5.3 **Assumed Liability and Performance Guarantees**
arising out of, based upon or attributable to any:

 (i) liability assumed by an **Insured** (whether contractually or otherwise) which would otherwise not attach to that **Insured** and which exceeds the duty of care and skill ordinarily required of the type of **Construction Professional Services** provided; or

 (ii) guarantee, bond or warranty given in relation to the provision of **Construction Professional Services**;
- 5.4 **Bodily Injury and Property Damage**
arising out of, based upon or attributable to **Bodily Injury** or **Property Damage** unless such **Bodily Injury** or **Property Damage**:

- (i) arises from an actual or alleged failure by an **Insured** to comply with any legal requirement in relation to the standard of care, diligence and/or expertise in the

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- provision of **Construction Professional Services**;
- (ii) arises solely from an actual or alleged **Defamation** covered under this **Policy**.
- The Exclusion under Section 5.4 (Bodily Injury and Property Damage) shall not apply to any **Property Damage** otherwise covered under Section 2.4 (Loss of Documents);
- 5.5 *Costs Assessment*
- arising out of, based upon or attributable to any failure by an **Insured** or other party acting on behalf of the **Insured** to make an accurate pre-assessment of the costs of performing **Construction Professional Services**;
- 5.6 *Employers Liability*
- arising out of, based upon or attributable to **Bodily Injury** suffered by any person, whilst under a contract of employment, service or apprenticeship with the **Insured** or for any breach of any obligation owed by the **Insured** as an employer;
- 5.7 *Failure to Insure*
- arising out of, based upon or attributable to:
- (i) an **Insured's** failure to obtain or maintain any bond, suretyship or insurance; or
- (ii) an **Insured's** advice to any party as to the requirements for obtaining or maintaining any bond, suretyship or insurance (or the failure by the **Insured** to give such advice);
- 5.8 *Financing Obligations*
- arising out of, based upon or attributable to the **Insured's** failure to procure or maintain any financing or funds for any payment under the **Project**;
- 5.9 *Infrastructure*
- arising out of, based upon or attributable to any:
- (i) mechanical failure;
- (ii) electrical interruption or failure including any power interruption, surge, brown out or black out; or
- (iii) telecommunications or satellite systems failure,
- unless such failure arises from a **Breach of Duty** by an **Insured**;
- 5.10 *Insolvency*
- arising out of, based upon or attributable to the insolvency, administration or receivership of an **Insured**;
- 5.11 *Insured versus Insured*
- brought by or on behalf of any **Insured** against another **Insured**;



- 5.12 *Intentional Acts*
arising out of, based upon or attributable to any intentional **Breach of Duty** by an **Insured**;
- 5.13 *Investigations*
arising out of, based upon or attributable to any civil, criminal, regulatory or administrative investigation unless such investigation relates solely to the provision of or failure to provide **Construction Professional Services** for such entity;
- 5.14 *Manufacturing Liability*
arising out of, based upon or attributable to any defect in the design or manufacture of any product;
- 5.15 *Misdeeds*
arising out of, based upon or attributable to any criminal, dishonest or fraudulent conduct by an **Insured** provided that any such conduct has been admitted to by the **Insured** or established by a regulatory body, a court or a tribunal and in such event, the **Insurer** shall be reimbursed for all **Loss** paid in connection with such **Claim**.
- 5.16 *Nuclear Contamination*
arising out of, based upon or attributable to any nuclear or radioactive reaction or contamination occurring under any circumstances;
- 5.17 *Patent or Trade Secret*
arising out of, based upon or attributable to the breach of licences in respect of the **Infringement** or misappropriation of any patents or **Trade Secrets**;
- 5.18 *Pollution*
arising out of, based upon or attributable to:
(i) the actual, alleged or threatened presence, discharge, dispersal, release, migration or escape of any **Pollutant**;
(ii) any direction, request or effort to: (a) test for, monitor, clean up, remove, contain, treat, detoxify or neutralise any **Pollutant**; or (b) respond to or assess the effects of any **Pollutant**.
- 5.19 *Prior Claims or Circumstance*
(i) made prior to or pending at the date of inception of this **Policy**; or
(ii) arising out of, based upon or attributable to any circumstance that, as at the date of
- This Exclusion shall not apply to any matter otherwise covered under Section 3.1 (Sudden and Accidental Pollution);

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inception of this **Policy**, should reasonably have been expected by an **Insured** to give rise to a **Claim**;

- 5.20 *Trade Debts*
- arising out of, based upon or attributable to any: (i) trading debt incurred by an **Insured**; or (ii) guarantee given by an **Insured** for a debt;
- 5.21 *War or Terrorism*
- arising out of, based upon or attributable to any war (whether declared or otherwise), terrorism, sabotage, force of arms, hostilities (whether declared or undeclared), rebellion, revolution, civil disorder, insurrection, usurped power, confiscation, nationalisation or destruction of or damage to property by or under the order of any government authority or any other political or terrorist organisation or any other warlike, military, terrorist or guerrilla activity;
- 5.22 *Workmanship*
- arising out of, based upon or attributable to any defective workmanship by or on behalf of an **Insured**;
- 5.23 *Wrongful Employment Practices*
- arising out of, based upon or attributable to any actual or alleged harassment, discrimination or other employment practices.

6. Claims

- 6.1 *Notification of Claims*
- The **Insured** shall, as a condition precedent to the obligations of the **Insurer** under this policy, give written notice to the **Insurer** of any **Claim** first made against the **Insured** as soon as practicable and during the **Policy Period**. All notifications must be in writing or by facsimile, and addressed as required in the Claims Notice Item on the Schedule.
- 6.2 *Joint Defence*

It is a condition precedent to the **Insurer's** liability to make any payment for **Loss** under this **Policy** that all acts, circumstances, events or **Claims** in respect of which a claim is made under this **Policy** shall be addressed, investigated, managed, defended, settled or otherwise resolved under a joint defence as between all **Insureds** and that each **Insured** shall cooperate with the **Insurer** as may reasonably be requested by the **Insurer** in connection with such investigation, management, defence, settlement and/or resolution. The **Insurer** shall not be liable to make any payment or indemnify any person under this **Policy** in respect of any act, circumstance, event or **Claim** unless it is investigated, managed, defended and/or otherwise resolved in accordance with this Section 6.2 (Joint Defence).

- 6.3 *Counter Claims*

It is a condition precedent to the **Insurer's** liability to make any payment for **Loss** under this **Policy** that an **Insured** shall not assert any **Claim**, counter-claim, cross-claim or third party claim ("**Counter Claims**") in respect of any **Claim** under this **Policy** against another **Insured** (whether for negligence, contribution, indemnification, subrogation or otherwise and regardless of the amount of the **Counter Claim**) and it is a further condition precedent to the

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Insurer's liability to make any payment for **Loss** under this **Policy** that all **Insureds** waive, release and relinquish any such **Counter Claim** to the extent of the coverage available under this **Policy** (regardless of whether this waived amount exceeds the **Retention**). The **Insurer** shall not be liable to make any payment or indemnify any person in respect of any act, circumstance, event or **Claim** under this **Policy** unless the **Insured** complies with the requirements under this Section 6.3 (Counter Claims).

6.4 *Settlement*

It is a condition precedent to the **Insurer's** liability to make any payment for **Loss** under this **Policy** that an **Insured** shall not admit or assume any liability, enter into any settlement agreement, consent to any judgment or incur any **Defence Costs** in relation to any **Claim** without the prior written consent of the **Insurer**. The **Insurer** shall not be liable to make any payment or indemnify any person under this **Policy** unless such settlement, judgment and/or **Defence Costs** has been consented to by the **Insurer**. The **Insurer's** consent shall not be unreasonably withheld provided that the **Insurer** shall be entitled to exercise all of its rights under the **Policy**.

The **Insurer** shall, subject to an **Insured's** written consent, have the right to settle a **Claim** on behalf of an **Insured** as it, in its sole and absolute opinion, deems expedient. Where an **Insured** does not grant its consent to a proposed settlement in relation to a **Claim**, the **Insurer's** liability in respect of all **Loss** in relation to that **Claim** shall not exceed the amount of the proposed settlement together with all **Defence Costs** incurred up to the date on which such settlement was proposed in writing by the **Insurer**, less any coinsurance and applicable **Retention**.

6.5 *Related Claims*

Where an **Insured** gives notice of a **Claim** to the **Insurer** in accordance with the terms and conditions of this **Policy**: (i) any subsequent **Claim** alleging, arising out of, based upon or attributable to the facts alleged in that previously notified **Claim**; and (ii) any subsequent **Claim** alleging any **Wrongful Act** which is the same as or related to any **Wrongful Act** alleged in that previously notified **Claim**, shall be deemed to be made against the **Insured** and notified to the **Insurer** at the time notice of the first **Claim** was given. Any **Claim** or **Claims** arising out of, based upon or attributable to (i) the same cause; (ii) a single **Wrongful Act**; or (iii) a series of continuous, repeated or related **Wrongful Acts**, shall constitute a single **Claim** for the purpose of this **Policy**.

6.6 *Circumstances*

If, during the **Policy Period**, an **Insured** becomes aware of any circumstance which may reasonably be expected to give rise to a **Claim**, the **Insured** shall notify the **Insurer** and provide: (i) the reasons it anticipates the **Claim**; and (ii) full particulars of the circumstance including the date, acts and persons involved, and provided that notification has been given in accordance with this Section 6.6 and the **Insurer** accepts such report as a notification of circumstances under the **Policy**, any **Claim** subsequently made against an **Insured** alleging, arising out of, based upon or attributable to or alleging any **Wrongful Act** which is the same as or related to any **Wrongful Act** alleged or described in the notification of the circumstances previously reported to the **Insured** shall be deemed to be first made against the **Insured** and notified to the **Insurer** at the time the circumstances were first notified to the **Insurer**.

6.7 *Allocation*



If any written demand is made or civil or administrative proceeding brought against an **Insured** that involves matters that are covered and those that are not covered under this **Policy**, then the **Insurer** shall only pay such amount to the **Insured** as, in the **Insurer's** sole and absolute opinion, fairly and properly reflects the amount of **Loss** arising from those matters that are covered under this **Policy**.

Any dispute in relation the amount determined by the **Insurer** in accordance with this Section 6.7 (Allocation) shall be resolved in accordance with Section 9.3 (Arbitration).

6.8 *Fraudulent Claims*

If an **Insured** gives notice of any **Claim** or makes a claim for **Loss** under this **Policy** with knowledge that such notice or claim is false or fraudulent (whether as regards the amount claimed or otherwise), such **Claim** or **Loss** shall be excluded from cover under this **Policy** and the **Insurer** shall have the right, in its sole and absolute discretion, to avoid any or all of its obligations under this **Policy** or to void this **Policy** in its entirety in which event all cover for **Claims** or **Loss** under the **Policy** (including payments of **Loss** already made) shall be forfeited and all **Premium** shall be deemed fully earned and non-refundable.

7. **Purchase and Administration**

7.1 *Policy Purchase*

In granting cover to the **Insured**, the **Insurer** has relied upon the statements and particulars in the proposal together with any attachments and other information supplied by the **Policyholder**, the **Insured** and/or any **Additional Named Insured**. These statements, attachments and information are the basis of cover and shall be incorporated into and constitute part of this **Policy**. If the **Insurer** becomes entitled under the terms of this **Policy** to avoid the **Policy** or to vary the cover under the **Policy**, the **Insurer** may at its sole and absolute discretion maintain the **Policy** in full force but exclude any **Claim** which ought to have been disclosed before the inception of the **Policy** or any variation in cover.

7.2 *Administration*

The **Policyholder** shall, before and after the inception of this **Policy**, have the authority to act on behalf of each **Insured** in relation to: (i) the negotiation and entering into of the terms and conditions of this **Policy** and any endorsement; (ii) exercising the rights of any **Insured** under this **Policy**; (iii) the giving of any notice under this **Policy**; (iv) the payment of **Premium** under this **Policy**; (v) the resolution of any dispute under the **Policy**; and (vi) the receipt of any payment to an **Insured** under this **Policy**.

8. **Limit and Retention**

8.1 *Limit of Liability*

The total amount of liability of the **Insurer** under this **Policy** shall not exceed the **Limit of Liability**. Amounts payable under any Sublimits of Liability, Extensions, as **Defence Costs** and during the **Extended Reporting Period** shall form part of the **Limit of Liability** and are not payable in addition to the **Limit of Liability**. The inclusion of more than one **Insured** under this **Policy** shall not increase the total amount of liability of the **Insurer** under this **Policy**.

8.2 *Retention*

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The **Insurer** shall only be liable for any amount of **Loss** (including any **Defence Costs**) in excess of the **Retention**. The **Retention** shall be borne by the **Insured** and shall remain uninsured. A single **Retention** shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act**. The **Insurer** may, in its sole and absolute discretion, advance all or part of the **Retention** in which event any amount so advanced shall be reimbursed by the **Insured** to the **Insurer** on demand.

8.3

Other Insurance or Indemnification

Unless otherwise required by law, cover under this **Policy** is provided only as excess over any self-insurance or other valid and collectable insurance, unless such other insurance is written only as specific excess insurance over the **Limit of Liability**. This **Policy** shall not cover **Defence Costs** of any **Claim** where another insurance policy imposes upon another insurer a duty to defend such **Claim**.

If such other insurance is provided by the **Insurer** or any AIG Company (AIG), then the maximum amount payable by AIG under all such policies shall not exceed the **Limit of Liability** of that policy referred to above which has the highest applicable **Limit of Liability**. Nothing contained herein shall be construed to increase the **Limit of Liability** of this **Policy**.



9. General Provisions

9.1 Assignment

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

9.2

Cancellation by Policyholder

This **Policy** may be cancelled by the **Policyholder** at any time only by mailing written prior notice to the **Insurer** or by surrender of this **Policy** to the **Insurer** or its authorised agent. In such cases, if no **Claim** has been made and no circumstance has been notified prior to such cancellation the **Insurer** shall retain the customary short rate proportion (expired portion of **Premium** plus handling charges) of the **Premium**. Otherwise the **Premium** shall not be returnable and shall be deemed fully earned at cancellation.

by Insurer

In the event of non-payment of **Premium**, this **Policy** will be cancelled by the **Insurer**, as if the **Policy** had never been in existence, upon the **Insurer** delivering to the **Policyholder** by registered, certified, other first class mail or other reasonable delivery method, at the address of the **Policyholder** set forth in the Schedule, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. Proof of mailing or delivery of such notice shall be sufficient proof of notice and this **Policy** shall be deemed cancelled as to all **Insureds** at the date and hour specified in such notice.

9.3

Arbitration

Any and all disputes or differences which may arise under, out of, in connection with or in relation to this policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s). In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties. The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.

The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time. It is a condition precedent to any right of action or suit upon this policy that the award by such arbitrator or arbitrators shall be first obtained. In the event that these arbitration provisions shall be held to be invalid then all such disputes

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shall be referred to the exclusive jurisdiction of the Indian courts.

9.4 *Insolvency*

Subject to the provisions of Exclusion 5.10 (Insolvency), the insolvency, receivership or bankruptcy of any **Insured** shall not affect the **Insurer's** obligations under this **Policy**.

9.5 *Interpretation*

Section headings are for reference only and shall not affect the meaning of the provisions of this **Policy**. Words and expressions in the singular shall include the plural and vice versa. References to male shall include the female and neuter genders and vice versa. Words in bold typeface are defined and have the meanings set out in Section 4 (Definitions). Words not specifically defined have the meanings normally attributed to them. References to items of the Schedule are to the items in the Schedule of this **Policy**. Phrases introduced by the terms "including", "include" "in particular" or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms. References to a specific legislation include amendments to and re-enactments of that legislation.

9.6 *Scope and Governing Law*

This **Policy** shall apply to any **Claim** made against an **Insured** anywhere in the world. Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with the laws of India and in accordance with the English text as it appears in this policy.

9.7 *Subrogation*

Where any amount is paid under this **Policy** in respect of a **Claim**, the **Insurer** shall be subrogated to all rights of recovery of the **Insured** (whether or not the **Insured** has been fully compensated for its actual loss). The **Insurer** shall be entitled to pursue and enforce such rights in the name of the **Insured** and the **Insured** shall provide the **Insurer** with all reasonable assistance and co-operation in this regard including the execution of all necessary documents. The **Insured** shall not do anything to prejudice the **Insurer's** rights of recovery. Any amount recovered in excess of the **Insurer's** total payment under this **Policy** (less any cost of recovery) shall be returned to the **Insured**. The **Insurer** shall not exercise any right of recovery against an **Employee** unless the **Claim** is brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of that **Employee**. The **Insurer** may at its sole discretion waive any of its rights of subrogation pursuant to this Section 9.7 (Subrogation).

9.8 *Validity*

This **Policy** shall not bind the **Insurer** unless the Schedule is signed by the **Insurer** or an authorised representative or authorised agent of the **Insurer**.



Customer Grievance Redressal Policy:

The **Insurer** 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 or 022-66939500 (toll free) or you may email to the customer service desk at customersupport@tata-aig.com.

After investigating the matter 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 **Insurer** 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 the **manager.customersupport@tata-aig.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 your expectations, you can write to the head - Customer Services at head.customerservices@tata-aig.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.

Insurance Ombudsman Centers:

Office Details	Jurisdiction of Office Union Territory, Charge District	Date of Taking
AHMEDABAD - Shri. / Smt. Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu	
BENGALURU - Shri. M. Parshad 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@gbic.co.in	Karnataka.	14/08/2014

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<p>BHOPAL - Shri. R K Srivastava 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@gbic.co.in</p>	<p>Madhya Pradesh Chattisgarh.</p>	<p>27/05/2013</p>
<p>BHUBANESHWAR - Shri. B. N. Mishra Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in</p>	<p>Orissa.</p>	<p>22/07/2014</p>
<p>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@gbic.co.in</p>	<p>Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh</p>	<p>21/09/2012</p>
<p>CHENNAI - Shri Virander Kumar 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@gbic.co.in</p>	<p>Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).</p>	<p>09/05/2013</p>
<p>DELHI - Smt. Sandhya Baliga 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@gbic.co.in</p>	<p>Delhi.</p>	<p>15/07/2014</p>
<p>GUWAHATI - Sh. / Smt. 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@gbic.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura</p>	

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<p>HYDERABAD - Shri. G. Rajeswara Rao 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@gbic.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry</p>	<p>15/05/2013</p>
<p>JAIPUR - Shri. Ashok K. Jain Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@gbic.co.in</p>	<p>Rajasthan.</p>	<p>10/10/2014</p>
<p>ERNAKULAM - Shri. P. K. Vijayakumar Office of the Insurance Ombudsman, 2nd Floor, Pullinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Pondicherry.</p>	<p>14/07/2014</p>
<p>KOLKATA - Shri. K. B. Saha 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@gbic.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands</p>	<p>30/07/2014</p>
<p>LUCKNOW - Shri. N. P. Bhagat 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@gbic.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, Santkabimagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar</p>	<p>04/08/2014</p>

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<p>MUMBAI - Shri. A. K. Dasgupta 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@gbic.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>	<p>16/05/2013</p>
<p>NOIDA - Shri. Ajesh Kumar 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 / 2514251 / 2514253 Email: bimalokpal.noida@gbic.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshihar, 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. Email: bimalokpal.patna@gbic.co.in</p>	<p>Bihar, Jharkhand.</p>	
<p>PUNE - Shri. A. K. Sahoo 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 - 32341320 Email: bimalokpal.pune@gbic.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region</p>	<p>10/09/2014</p>

GOVERNING BODY OF INSURANCE COUNCIL

GOVERNING BODY OF INSURANCE COUNCIL,
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Tel.: 022 - 26106889 / 671 / 980
Fax: 022 - 26106949

Email: inscoun@gbic.co.in
Smt. Ramma Bhasin, Secretary General
Shri. Y.R. Raigar, Secretary

IRDA of India Regulation No. 5: This Policy is subject to regulation 5 of IRDA (Protection of Policyholder's Interests) Regulation.

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