

INDICATIVE POLICY WORDINGS

ICICI LOMBARD GENERAL INSURANCE COMPANY LTD

DECLARATIONS

PROFESSIONAL INDEMNITY(CONSULTANTS)

Item 1	NAMED INSURED ADDRESS	:		
Item 2	POLICY PERIOD	:	From	
			To	
			12:01 AM STANDARD TIME AT THE ADDRESS SHOWN IN NUMBER 1. ABOVE.	
Item 3	PROFESSIONAL SERVICES	:		
Item 4	LIMIT OF LIABILITY	:		
		a	INR	Each Claim Limit – Includes Claims Expenses .
			b	INR
Item 5	DEDUCTIBLE		INR	For each and every Claim (includes Claims Expenses)
Item 6	GROSS PREMIUM			
Item 7	RETROACTIVE DATE	:		
Item 8	NOTICE OF CLAIM TO	:	Customer Service Department ICICI Lombard General Insurance Company Ltd. 414, Veer Savarkar Marg, Prabhadevi, Mumbai	
Item 9	JURISDICTION			
Item 10	UNDERWRITERS	:	ICICI Lombard General Insurance Company Ltd. ICICI Lombard House, Delta Plaza (Old TATA Press Building), Veer Savarkar Marg, Prabhadevi (W), Mumbai-400 025	
Item 11	INTERMEDIARY DETAILS	:		
Item 12	ENDORSEMENTS	:		
Item 13	PROPOSAL FORM DATE	:		

Signed for and on behalf of the ICICI Lombard General Insurance Company Limited, at Mumbai on MMMM dd, YYYY

PROFESSIONAL INDEMNITY (CONSULTANTS) INSURANCE

This Coverage is Provided on a **Claims Made and Reported** Basis.

In consideration of the payment of the premium and reliance upon the statements in the Proposal form which is made a part of and forms the basis of this Insurance Policy (hereinafter referred to as the "Policy") and subject to the **Limit of Liability**, exclusions, conditions and other terms of this Insurance The **Underwriters** agree with the **Named Insured(s)** as follows:

I. INSURING AGREEMENT

The **Underwriter** will pay to the **Named Insured, Damages and Claim Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** first made against any **Insured** and reported to the **Underwriters** during the **Policy Period** or **Extended Reporting Period** (if applicable), arising out of any negligent act, error or omission of the **Insured** in rendering or failing to render **Professional Services** by the **Insured** .

II. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS

- A. The **Underwriters** shall have the right, but not the duty, to take over and conduct in the name of the **Insured** the investigation, defence and/or settlement of any **Claim** against the **Insured** seeking **Damages**.
- B. Having taken over the defence of any **Claim, Underwriters** may in their sole and absolute discretion relinquish the same.
- C. It is agreed that if **Underwriters'** exercise their right to defend then the **Limit of Liability** available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses. Damages and Claims Expenses** shall be applied against the **Deductible**.
- D. If **Underwriters**, in their sole and absolute discretion, choose to exercise their rights under A and/or B, then the exercise of such right will not under any circumstances operate so as to modify or expand in any manner **Underwriters'** liability or obligations under this Policy beyond those that would have existed had **Underwriters** not exercised their rights.
- E. When **Underwriters** choose not to defend a **Claim**, they will pay **Claims Expenses** incurred with their prior written consent. The **Limit of Liability** available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses. Damages and Claims Expenses** shall be applied against the **Deductible**.
- F. If the **Insured** shall refuse to consent to any settlement or compromise recommended by the **Underwriters** and acceptable to the Claimant and elects to contest the **Claim, Underwriters'** liability for any **Damages and Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, less the remaining **Deductible**, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable **Limit of Liability**, whichever is less, and the **Underwriters** shall have the right to withdraw

from the further defense thereof by tendering control of said defense to the **Insured**.

- G. It is further provided that the **Underwriters** shall not be obligated to pay any **Damages** or **Claims Expenses**, or to undertake or continue defense of any suit or proceeding after the applicable limit of the **Underwriters'** liability has been exhausted by payment of **Damages** or **Claims Expenses** or after deposit of the applicable **Limit of Liability** in a court of competent jurisdiction, and that upon such payment, the **Underwriters** shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insured**.

III. JURISDICTION OF CLAIMS

This Policy applies only to **Claims** made in the Jurisdiction specified in Item 9 of the Schedule.

IV. EXCLUSIONS

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim**:

- A. Based upon, arising out of, or in any manner involving any intentional, dishonest, fraudulent or criminal act committed by the **Insured**;
- B. By or on behalf of one or more **Insureds** under this Policy against any other **Insured** under this Policy;
- C. For or arising out of **Bodily Injury** or **Property Damage**;
- D. Arising out of or resulting from the insolvency or bankruptcy of any **Insured** or of any other entity including but not limited to the failure, inability, or unwillingness to pay **Claims**, losses, or benefits due to the insolvency, liquidation or bankruptcy of any such individual or entity;
- E. Made by any business enterprise in which any **Insured** has greater than a 15% ownership interest, or arising out of or resulting from any **Insured's** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **Insured Organization**;
- F. Arising out of or resulting from any act, error or omission committed prior to the inception date of this Policy:
 - 1. if any **Insured** on or before the inception date knew or could have reasonably foreseen that such act, error or omission might be expected to be the basis of a **Claim**; or
 - 2. in respect of which any **Insured** has given notice of a circumstance which might lead to a **Claim** to the insurer of any other policy in force prior to the inception date of this Policy;

- G. For or arising out of any liability or obligation under any contract or agreement, either oral or written, except and only to the extent the **Insured** would have been liable in the absence of such contract or agreement;
- H. For or arising out of actual or alleged
 - 1. infringement of patent or patent rights or misuse of patent or;
 - 2. infringement of copyright or misappropriation of trade secret.
- I. For or arising out of libel, slander, or any other form of defamation, disparagement or harm to the reputation or character of any person or organization, or for or arising out of invasion of or interference with a person's right to privacy;
- J. For or arising out of the any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal, state or local law similar to the foregoing, whether such law is statutory, regulatory or common law;
- K. Arising out of or resulting from any employer-employee relations, policies, practices, acts, or omissions, any actual or alleged refusal to employ any person, or misconduct with respect to employees;
- L. For or arising out of or resulting from actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy;
- M. For or arising out of any loss sustained or alleged to have been sustained through the fluctuation in the market value of any security or property, including real property;
- N. For or arising out of any actual or alleged antitrust violation, restraint of trade, unfair competition, false, deceptive or unfair trade practices, violation of consumer protection laws or false or deceptive advertising;
- O. For or arising out of
 - 1. any breach of warranty, guarantee, or service level agreement, or for or arising out of any delay of delivery, failure to deliver, or non-acceptance of products or services;
 - 2. delay in delivery or performance, or failure to deliver or perform at or within an agreed upon period of time.
- P. For or arising out of the actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products or services; or as a result of your cost guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;

- Q. Directly or indirectly arising out of or resulting from the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property;
- R. Based upon, arising out of, attributable to or in any manner involving the following
 - (a) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority; or
 - (b) any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- S. Arising out of any related or continuing acts, errors or omissions where the first such act, error or omission was committed prior to the **Retroactive Date**.
- T. Arising out of, resulting from or alleging any failure or malfunction of electrical or telecommunications infrastructure or services, unless under the **Insured Organization's** operational control.
- U. Arising out of, based upon or attributable to the actual, alleged or threatened discharge, dispersal, release, migration or escape of **Pollutants** or any request, direction or effort to clean up, monitor, contain, treat or neutralize **Pollutants**

V. DEFINITIONS

Wherever used in this Policy, the following definitions shall apply.

- A. **"Bodily Injury"** means any form of physical injury, sickness, disease, mental anguish, emotional distress or the death of any person.
- B. **"Claim"** means a written demand received by any **Insured** for money or services, including the service of suit or institution of arbitration proceedings.

Multiple Claims arising from or related to the same act, error or omission or any continuing acts, errors or omissions shall be considered a single Claim for the purposes of this Policy, irrespective of the number of Claimants. All such Claims shall be deemed to have been made at the time of the first such Claim.

- C. **"Claims Expenses"** means:
 - 1. reasonable and necessary fees charged by an attorney approved by the **Underwriters**; and

2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, suit or proceeding arising in connection therewith, incurred by the **Insured** with the written consent of the **Underwriters**;
3. Claims Expenses does not include any salary, overhead or other charges by the **Insured** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this Policy.

D. **"Damages"** means a monetary judgment, award or settlement.

The term Damages shall not include:

1. future royalties or future profits, restitution, disgorgement of profits by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided;
3. punitive or exemplary Damages, any Damages which are a multiple of compensatory Damages, or fines, sanctions or penalties; or
4. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**.

E. **"Deductible"** means the amount mentioned in Item 5 of the Declarations.

F. **"Extended Reporting Period"** means the 30 day period of time after the end of the **Policy Period** for reporting **Claims** as provided in General Conditions of this Policy.

G. **Insured** means

- (a) The **Insured Organization**;
- (b) A director, officer or employee of the **Insured Organization**, but only while acting in that capacity solely on behalf of the **Insured Organization**;
- (c) A principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only while acting in that capacity solely on behalf of the **Named Insured**;
- (d) Any person who previously qualified as an Insured under (b) or (c) above prior to the termination of the required relationship with the **Insured Organization**, but only while acting in that capacity solely on behalf of the **Insured Organization**;

(e) The estate, heirs, executors, administrators, assigns and legal representatives of any persons mentioned in (b) or (c) above in the event of such person's death, incapacity, insolvency or bankruptcy, but only to the extent that such person would otherwise be provided coverage under this Policy.

- H. **"Insured Organization"** means **Named Insured** and any **Subsidiary**
- I. **"Limit of Liability"** means the entity named in Item 4 of the Declarations.
- J. **"Named Insured"** means the entity named in Item 1 of the Declarations.
- K. **"Policy Period"** means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration or cancellation of this Policy and specifically excludes any **Extended Reporting Period**.
- L. **Pollutants** means waste matter and energy that contaminates the water or air or soil with noxious substances.
- M. **"Property Damage"** means injury to or destruction of any tangible property, including the loss of use thereof.
- N. **"Subsidiary"** means any entity in which the **Named Insured** either directly or indirectly through one or more entities:
- (a) controls the composition of the board of directors; or
 - (b) holds more than half of the issued share capital; or
 - (c) controls more than half of the voting power.

at the commencement of this Policy

VI. CONDITIONS

A. Limit of Liability

1. The "Annual Aggregate" stated in Item 4(b) of the Declarations is **Underwriters'** combined total **Limit of Liability** for all **Damages** and **Claims Expenses** arising out of all **Claims** or circumstances which might lead to a **Claim** which are covered under the terms and conditions of this Policy, and neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the **Limit of Liability**.
2. The **Limit of Liability** stated in Item 4(a) of the Declarations for "Each **Claim**" is the limit of **Underwriters'** Liability for all **Damages** and **Claims Expenses** arising out of each **Claim**.
3. The **Limit of Liability** for the **Extended Reporting Period** shall be part of and not in addition to the **Limit of Liability** of the **Underwriters** for the **Policy Period**.

B. Deductible

1. The **Deductible** stated in Item 5.(a) of the Declarations applies separately to each and every **Claim**.
2. The **Deductible** shall be satisfied by payments by the **Named Insured of Damages and Claims Expenses** resulting from **Claims** first made and reported to the **Underwriters** during the **Policy Period** and the **Extended Reporting Period** as a condition precedent to the payment by the **Underwriters** of any amounts hereunder, and the **Underwriters** shall be liable only for the amounts in excess of such **Deductible** subject to **Underwriters'** total liability not exceeding the limits stated in Items 4(a) and 3(b) of the Declarations.
3. The **Insured** is responsible for the **Deductible**.

C. Notice of Claim, or Circumstance that Might Lead to a Claim

1. It is a condition precedent to the liability of **Underwriters** that if any **Claim** is made against the **Insured**, the **Insured** shall immediately, within 30 days and in any event during the **Policy Period**, forward to **Underwriters** through persons named in Item 8. of the Declarations written notice of such **Claim** together with every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.
2. It is a condition precedent to the liability of **Underwriters** that if during the **Policy Period** the **Insured** first becomes aware of any circumstance that could reasonably be the basis for a **Claim** it must immediately, within 30 days and in any event during the **Policy Period**, give written notice to **Underwriters** in the form of a telecopy, or express or certified mail through persons named in Item 8. of the Declarations during the **Policy Period** of:
 - a. the specific details of the act, error or omission in the provision of **Professional Services**, that could reasonably be the basis for a **Claim**;
 - b. the injury or damage which may result or has resulted from the circumstance; and
 - c. the facts by which the **Insured** first became aware of the act, error or omission.

Any subsequent **Claim** made against the **Insured**, and reported to the **Underwriters** in writing, which alleges, arises out of, is based upon or attributable to such circumstances or alleging any act, error which is the same as or related to any act, error or omission in the such circumstances, shall be considered first made against the **Insured** and reported to the **Underwriters** at the time the facts or circumstances were first reported, if accepted by the **Underwriters**. 3. A **Claim** shall be considered to be reported to the **Underwriters** when written notice is first received by **Underwriters** in the form of a telecopy, or express or certified mail through persons named in Item 8. of the Declarations of the **Claim**.

If any **Insured** shall make any **Claim** under this Policy knowing such **Claim** to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

D. Mergers and Acquisitions

1. During the **Policy Period**, if any **Insured Organization** acquires or forms another entity whose revenues are more than ten percent (10%) of the **Named Insured's** total revenues as listed in its most recent financial statement or if the professional services of the entity are different from those of the **Insured Organization**; then no **Insured** shall have coverage under this Policy for any **Claim** that arises out of any act, error or omission, whether committed either before or after such merger, purchase or acquisition:
 - (a) by the acquired or formed entity or any person employed by the acquired or formed entity; or
 - (b) involving or relating to the assets, or liabilities, of the acquired or formed entity,

unless the **Named Insured** gives the **Underwriters** written notice prior to the purchase, formation or acquisition, obtains the written consent of **Underwriters** to extend coverage to such additional entities, assets or exposures, and agrees to pay any additional premium required by **Underwriters**.

2. If during the **Policy Period**, the **Insured Organization** consolidates or merges with or is acquired by another entity, then all coverage under this Policy shall terminate at the date of the consolidation, merger or acquisition unless **Underwriters** have issued an endorsement extending coverage under this Policy, and the **Named Insured** has agreed to any additional premium and terms of coverage required by **Underwriters**.
3. All notices and premiums payments made under this section shall be directed to **Underwriters** through the entity named in Item 8. of the Declarations.

GENERAL CONDITIONS

VII. ASSISTANCE AND COOPERATION OF THE INSURED

It is a condition precedent to the liability of **Underwriters** that:

1. The **Insured** shall cooperate with the **Underwriters** in all investigations, including investigations regarding the application for and coverage under this Policy, and
2. The **Insured** shall execute or cause to be executed all papers and render all assistance as is requested by the **Underwriters**, and

3. The **Insured** shall provide all the information, documentation, records and other assistance that **Underwriters** and/or their representatives may require, and
4. The **Insured** shall not to take any action which in any way increases **Underwriters'** exposure under the Policy.
5. Upon the **Underwriters'** request, the **Insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of acts, errors or omissions with respect to which insurance is afforded under this Policy; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
6. The **Insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgement or award or dispose of any **Claim** without the written consent of **Underwriters**.
Expenses incurred by the **Insured** in assisting and cooperating with **Underwriters**, as described above, do not constitute **Claims Expenses** under the Policy.

VIII. OTHER INSURANCE

This Policy shall apply in excess of any other valid and collectible insurance available to any **Insured**, including any self-insured retention or deductible portion thereof unless such other insurance is written only as specific excess insurance over the **Limit of Liability** of this Policy.

IX. ACTION AGAINST UNDERWRITERS

- A. No action shall lie against the **Underwriters** or their representatives unless, as a condition precedent thereto: (1) there shall have been full compliance with all terms of this Policy; and (2) until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement of the **Insured**, the Claimant and the **Underwriters**.
- B. Any person or organization or the legal representative thereof who has secured such judgment, award or written agreement shall thereafter be entitled to make a **Claim** under this Policy to the extent of the Policy afforded by this Policy. No person or organization shall have any right under this Policy to join the **Underwriters** as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the **Underwriters** be impleaded by the **Insured** or his legal representative.
- C. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Underwriters** of their obligations hereunder.

X. SUBROGATION

In the event of any payment under this Policy, the **Underwriters** shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to any payments made by **Underwriters** under the terms of this Policy, and third to the deductible. Any additional amounts recovered shall be paid to the **Named Insured**.

XI. ENTIRE AGREEMENT

By acceptance of the Policy, all **Insureds** agree that this Policy embodies all agreements between them and the **Underwriters** relating to this Policy. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this Policy or stop the **Underwriters** from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy, signed by **Underwriters**.

XII. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, such Policy shall cover the **Insured's** legal representative as the **Insured** as would be permitted by this Policy.

XIII. CANCELLATION

- A. This Policy may be cancelled by the **Named Insured** by surrender thereof to **Underwriters** or by mailing to **Underwriters** through the entity named in Item 8. of the Declarations written notice stating when thereafter the cancellation shall be effective. The **Underwriters** may cancel this Policy by mailing to the **Named Insured** at the address shown in the Declarations written notice stating when not less than 60 days thereafter such cancellation shall be effective. However, if the **Underwriters** cancel this Policy because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the **Underwriters** by mailing a written notice of cancellation to the **Named Insured** at the address shown in the Declarations stating when not less than 10 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the **Underwriters** shall be equivalent to mailing.
- B. If the **Named Insured** cancels this Policy prior to reporting any **Claim** under this Policy, the earned premium shall be computed in accordance with the below short rate table.

Days insurance in force	Percent of the annual premium retained by Underwriter
1 to 90	35%
91-180	65%
181-270	80%
Above 270	100%

- C. If the **Underwriters** cancel this Policy prior to any **Claim** being reported under this Policy, earned premium shall be computed pro rata.
- D. The premium shall be deemed fully earned if any **Claim** under this Policy is reported to **Underwriters** on or before the date of cancellation.
- E. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

XIV. SINGULAR FORM OF A WORD

Whenever the singular form of a word is used herein, the same shall include the plural when required by context.

XV. TITLES OF PARAGRAPHS

The titles of paragraphs sections, provisions or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

XVI. WARRANTY BY THE INSURED

By acceptance of this Policy, the **Insured** agrees that the statements contained in the Application, any Application for insurance of which this Policy is a renewal, and any supplemental materials submitted therewith are its agreements and representations, that they shall be deemed material to the risk assumed by **Underwriters**, and that this Policy is issued in reliance upon the truth thereof.

The misrepresentation or non-disclosure of any matter by the **Insured** or its agent in the Application, any Application for insurance of which this Policy is a renewal, or any supplemental materials submitted therewith will render the Policy null and void and relieve the **Underwriters** from all liability under the Policy.

The Application and any Application for insurance of which this Policy is a renewal, and any supplemental materials submitted therewith are deemed incorporated into and made a part of this Policy.

XVII. NAMED INSURED AS AGENT

The **Named Insured** shall be considered the agent of all **Insureds**, and shall act on behalf of all **Insureds** with respect to the giving of or receipt of all notices pertaining to this Policy, the acceptance of any endorsements to this Policy, and

the **Named Insured** shall be responsible for the payment of all premiums and deductibles.

XVIII. ARBITRATION CLAUSE

If any dispute or difference shall arise as to the quantum to be paid under this 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 thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of 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 Indian Arbitration and Conciliation Act, 1996 as amended. The place of arbitration shall be Mumbai.

It is clearly agreed and understood that no dispute or difference shall be referable to arbitration as herein before provided, if the **Underwriter** has 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 of the amount of the loss or damage shall be first obtained.

XV. GOVERNING LAW AND JURISDICTION

This Policy shall be governed by and construed in accordance with the laws of India and it is agreed that the courts of India shall have exclusive jurisdiction to determine any disputes which arise in relation to this Policy.

XVII NO HIGHER LIMITS PURCHASED WARRANTY

In consideration of the premium charged for this Policy, it is hereby warranted that during the **Policy Period** the **Insured** will not purchase any insurance excess of the **Limit of Liability** stated in the Declarations unless **Underwriters** hereon have agreed that such excess insurance may be purchased. **Underwriters** expressly have the right to amend any of the terms and conditions of this Policy as a condition of agreeing that such insurance may be purchased.

XVIII ALLOCATION

In the event of a **Claim** which involves both matters covered and not covered under this Policy, a fair and proper allocation of any Claim Expenses and Damages and any other costs payable under the policy, and shall be made between the **Insured** and the **Underwriters** taking into account the relative legal and financial exposures.

XIX GRIEVANCE CLAUSE

In case **Insured(s)** are aggrieved in any way, the following should be done:

1. Call the underwriter at toll free number: 1800 2 666 or email at customersupport@icicilombard.com
2. If **Insured(s)** are not satisfied with the resolution then **Insured(s)** may successively write to the manager- service quality, corporate manager- service quality, national manager- operations & finally director-services and business development at the following address:

ICICI Lombard General Insurance Company Limited
ICICI Lombard House
414, Veer Savarkar Marg
Near Siddhi Vinayak Temple,
Prabhadevi, Mumbai 400 025

If the issue still remains unresolved, the Insured(s) may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

The details of Insurance Ombudsman are available below:-

Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Ashram Rd, AHMEDABAD-380 014. Tel.:- 079-27545441/27546840 Fax : 079-27546142 Email: bimalokpal.ahmedabad@gbic.co.in	Office of the Insurance Ombudsman, 2 nd Floor, Janak Vihar Complex, 6, Malviya Nagar, BHOPAL-462 003. Tel.:- 0755-2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in
Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	Office of the Insurance Ombudsman, SCO No.101-103,2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468/2772101 Fax : 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in
Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /24335284 Fax : 044-24333664 Email: bimalokpal.chennai@gbic.co.in	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg.,Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23234057/23232037 Fax : 011-23230858 Email: bimalokpal.delhi@gbic.co.in
Office of the Insurance Ombudsman, "Jeevan Nivesh", 5 th Floor, S.S. Road, GUWAHATI-781 001 . Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in	Office of the Insurance Ombudsman, 6-2-46, 1 st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123/23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@gbic.co.in
Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., M.G. Road, ERNAKULAM-682 015.	Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4 th Floor, C.R.Avenue, KOLKATA - 700072

Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in	Tel No: 033-22124339/22124346 Fax: 22124341 Email: bimalokpal.kolkata@gbic.co.in
Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106960/26106552 Fax : 022-26106052 Email: bimalokpal.mumbai@gbic.co.in
Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, JAIPUR – 302005. Tel: 0141-2740363 Email: bimalokpal.jaipur@gbic.co.in	Office of the Insurance Ombudsman, 3 rd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayanpet PUNE – 411030. Tel: 020-32341320 Email: Bimalokpal.pune@gbic.co.in
Office of the Insurance Ombudsman, 24 th Main Road, Jeevan Soudha Bldg., JP Nagar, 1 st Phase, Ground Floor BENGALURU – 560025. Tel No: 080-26652049/26652048 Email: bimalokpal.bengaluru@gbic.co.in	Office of the Insurance Ombudsman, 4 th Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, NOIDA – 201301. Tel: 0120-2514250/51/53 Email: bimalokpal.noida@gbic.co.in
Office of the Insurance Ombudsman, 1 st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, PATNA – 800006 Tel No: 0612-2680952 Email id : bimalokpal.patna@gbic.co.in	

The updated details of Insurance Ombudsman are available on IRDA website: www.irdaindia.org, on the website of General Insurance Council: www.generalinsurancecouncil.org.in, Underwriter's website www.icicilombard.com or from any of **Underwriters** offices.

XX SANCTIONS CLAUSE

The **Insurer** shall not be deemed to provide cover under this Policy or be liable to pay any claim under the Policy to the extent that the provision of such cover or payment of such claim would expose the **Insurer** 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

ENDORSEMENTS ATTACHED AT INCEPTION