



MARKET AGREEMENT ON RATING OF

PROFESSIONAL INDEMNITY INSURANCES

THE ORIENTAL INSURANCE COMPANY LTD.

**Private And Confidential : Issued For
The Use Of Insurers Carrying on General
Insurance Business in India**

PROFESSIONAL INDEMNITY INSURANCE

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PROFESSIONAL INDEMNITY INSURANCE

GENERAL RULES AND REGULATIONS

1. Applicability

This agreement applies to insurance relating to ERRORS and OMISSIONS on the part of the professionals whilst rendering their services. This agreement applies to Doctors and Medical Establishments, Engineers , Architects, Interior Decorators , Chartered Accountants , Financial Consultants, Management Consultants, Lawyers , Advocates , Solicitors and Counsels. The aggregate limits of Indemnity under the policy having for any one year/during the policy period shall not exceed the capacity of the Company under its net retention and automatic reinsurance facility.

Any proposal outside the scope of the Market Agreement may be considered by the Companies on merits. Premium rates and other terms and conditions for such covers may be decided by the Company and if required in consultation with their reinsurers.

Professions which are not at present , specified under the Market Agreement may be rated by the Companies using the Market Agreement as guideline for “like or similar risks”. In respect of risk for which there are no guiding Market Agreement provisions, the same may be rated by the Companies at their end without reference to GIC/Market Agreement Committee. Details of such proposals , however , are to be sent to GIC for information only.

2 . Effective date :

This Agreement will come into force from 1st December , 1991

3. Standard Proposal Form

Insurers shall obtain duly completed Standard Proposals Form from the proposers at inception and subsequent renewals. The specimen proposal form is prescribed in the Market Agreement . No cover shall be granted unless a declaration as provided for in the proposal form is obtained from the proposer to the effect that all statutory requirements relating to the business activities are complied with.

4. Standard Policy Form

All policies fresh and renewals issued under this Agreement shall be in the Standard Policy Form prescribed hereunder.

5. Liabilities Covered

Policies issued under this Agreement shall cover all sums which the insured becomes legally liable to pay as damages to Third Party in respect of ERRORS and /or OMISSIONS on the part of the Insured whilst rendering professional services, arising out of claims first made in writing against the insured during the policy period, including legal costs and expenses incurred with the prior consent of insurer , subject always to the limits of indemnity and other terms ,conditions and exceptions of the

policy . It shall not be permissible to issue any Professional Indemnity Insurance Policy with unlimited liability.

6. Premium

The rates of premium under this Agreement are annual rates. Full premium under the policy shall be paid at inception . It is not permissible to accept premium in installments.

Turnover figure wherever required shall be as far as possible accurately assessed and declared by the proposer at inception of the policy. In case the Insured anticipates any increase/decrease in turnover during the policy period such fluctuations should be immediately notified to the Insurer and necessary adjustments made. Under no circumstances it shall be permissible to adjust the premium for the turnover after expiry of the policy.

7. Retroactive Date

Retroactive Date is the date when the risk is first incepted under a claims made policy and thereafter renewed without break in the period of cover.

8. Revision in Limits of Indemnity

- a) Midterm increase / decrease in the limits of indemnity limit during the currency of the policy period will be at the discretion of the Head Office of the Company. Whenever changes in indemnity limits are agreed to the revised retroactive dates showing indemnity limits available at various dates shall be incorporated in the policy schedule.

If insured wish to seek protection for anticipated liability in excess of available limits of indemnity for past period due to different retroactive dates the Company may consider granting ‘ run off ‘ cover based on merits of each case . Rates, terms and conditions for such ‘run off ‘ covers may be finalized by the Companies and if necessary they may consult their reinsurers.

- b) Similar procedure as detailed in earlier para (para 8(a)) shall be followed whenever an insured changes his insurers.

9) Compulsory Excess

All policies issued under this Agreement shall be subject to compulsory excess of certain fixed percentage of the limit of indemnity per any one accident or any one year subject to a minimum of Rs 1000/- and maximum of Rs 100000/- Rupees One Lakh only . The Insured shall bear this Compulsory Excess which is applicable to both property damage claims and death/bodily injury claims inclusive of defence costs arising out of any one accident

Wherever the policies have AOA limits , the excess will be applicable as a percentage of AOA limits. Wherever policies are issued only on AOY terms the excess will be applicable on AOY limits .

It may be noted that no excess is prescribed under Doctors and Medical Practitioners Indemnity Policy.

10. Voluntary Excess

The following discounts on the premium may be allowed for Voluntary Excess opted by the Insured except for policy for Doctors and Medical Practitioners.

<u>Voluntary Excess (Percentage of Limit of Indemnity per any one Accident)</u>	<u>Discount (%)</u>
1	2.5
2	5.0
4	7.5
6	10.0
8	12.5
10	15.0

The Voluntary Excess shall be in addition to the Compulsory Excess and shall be applicable to both property damage claims and/or death/bodily injury claims inclusive of defence costs arising out of any one accident.

11. Short Period Premiums

It shall not be permissible to issue Policies for periods more than 12 months. The following short period scale of premium shall apply to (i) policies issued for periods less than 12 months and (ii) policies canceled during the currency at the request of the insured subject to no claims :

<u>Period</u>	<u>Rate</u>
Not exceeding one week	10% of the annual rate
Not exceeding one month	25% of the annual rate
Not exceeding two months	35% of the annual rate
Not exceeding three months	50% of the annual rate
Not exceeding four months	60% of the annual rate
Not exceeding six months	75% of the annual rate
Not exceeding eight months	85% of the annual rate
Exceeding eight months	Full annual premium

For annual policies canceled during the currency at the request of the insured, premium should be adjusted at the Short period Scales for the actual period of cover subject to no claims. No refund is permissible in case of any claim under the Policy.

The short period premium is subject to the minimum premium in the Rating Schedule.

Notes:

- (i) Please refer to specific guidelines given for each of the category of policy.
- (ii) Policy for “Errors and Omissions for Computer Software” is available.

DOCTORS AND MEDICAL PRACTITIONERS (GUIDELINES)

The policy will indemnify any act committed by the insured, who shall be a Registered Medical Practitioner, giving rise to any legal liability to Third Parties. The Insured includes the policy holder and his qualified assistants or employees named in the proposal.

The Act has to be committed during the period of insurance commencing from the retroactive date.

In the normal course all claims for compensation have to be legally established in a court of law. However, insurers may arrive at compromised settlement if prima-facie liability exists under the policy.

Jurisdiction applicable will be Indian Courts.

The limit of indemnity granted under the policy for any one accident or any one year (per accident per policy year) will be identical.

No short period policies are permitted. However in case of cancellation of the policy by the Insured short period scale rates as provided for will be applicable.

Registered Medical Practitioners shall be classified as:-

- 1) Physicians
- 2) Pathologists
- 3) Oncologists
- 4) Cardiologists
- 5) Psychiatrists
- 6) Radiologists or Roentgenologists
- 7) General Surgeons
- 8) Plastic Surgeons
- 9) Orthopaedic Surgeons
- 10) Urologists
- 11) Abdominal Surgeons
- 12) Thoracic Surgeons
- 13) Neuro-Surgeons
- 14) Cardio-Vascular Surgeons
- 15) Otorhinolaryngologists
- 16) Proctologists
- 17) Ophthalmologic Surgeons
- 18) Ophthalmologic Physician (Excluding Surgery)
- 19) Obstetrician and Gynaecologist
- 20) Physician and non-specialist Surgeon
- 21) Other practitioner-describe fully

DOCTORS' AND MEDICAL PRACTITIONERS
PROFESSIONAL INDEMNITY
RATING

Limit of Indemnity for any one accident and policy period would be identical.

SCHEDULE OF RATES
(To be charged on Any One Year limit)

1) Physicians without dispensing and other facilities General Pathologist, Radiologist	0.5 per mille on AOY limit
2) Specialists/Consulting Physician (Non-surgical)	1.0 per mille on AOY limit
3) Surgeons (excluding specialists in Plastic Surgery). Lithotripsy Dentists & similar extra corporal methods of treatment would fall within this category	2.0 per mille on AOY limit
4) Diagnostics Centers	1.0 per mille on AOY limit
5) Surgeons (Plastic Surgery) and Anaesthetists	3.0 per mille on AOY limit

Whenever Doctors wish to cover unqualified staff working with them the same may be allowed by collecting additional premium of 7.5% of the indemnity premium .

Whenever multiple professional specialization are involved then the rate applicable will be that of the specialization which attracts the higher premium rates .

Minimum Premium Rs. 100/-.

No Compulsory or Voluntary Deductibles are applicable.

PROPOSALS FORM FOR DOCTORS AND MEDICAL PRACTITIONERS

PROFESSIONAL INDEMNITY

This proposal must be signed. All questions must be answered. The completion and signature of this proposal does not bind the proposer or Insurer to complete a contract of Insurance.

If there is insufficient space to answer questions , please use additional sheets and attach it to this form.

The Company does not assume any liabilities until the Proposal has been accepted and premium paid.

1) Name of Proposer

2) a) Residential address

b) Clinic address

3) a) Professional Qualifications and
the year of such qualifications

b) In which branch of medicine viz. Allopathy/
Homeopathy/Ayurvedic/Any other...please
Specify.

4) a) Medical Registration No.

b) Year of Registration

c) How long have you been practicing

5) Are you a member of any Medical Association/Council?

If so, please state Name and Address of such Association/
Council with Membership No.

6) Are you a -

a) General Practitioner/General Physician

b) Pathologist/Radiologist

c) Consulting Physician

d) Anaesthetist/Plastic Surgeon

Note: If Specialist, please specify your line
of specialization.

7) a) Specify facilities such as dispensing facility,
X-ray radiation therapy, Scanning ECG,
Sonography, MRI, etc. available/operated

by you or under your control.

- b) Are these facilities being maintained through regular service contracts with the manufactures/ specialized servicing Agencies ?
 - c) If these facilities are operated by employees please state their (i) names (ii) technical qualification (iii) experience and (iv) name of the facility operated (please use separate sheet)
 - d) Please indicate whether you wish to extend the policy to cover, out of the above list, personnel who are not qualified to operate the facility mentioned against their names.
- 8) Specify No. of employees, their job specifications, their experience and nature of your supervision.
- 9) a) i) Are you attached to/or attending as a visiting Physician/surgeon in any Hospital/Nursing Home/Clinic etc...If yes, Please give details:
- ii) Are you in service with any organization?
- If yes, then please give name & address of the same.
- b) Are they covered under a Medical Establishment-Errors & omissions policy?
- 10) State the average number of patients you are attending per day.
- 11) Have any claims been made upon you or legal proceedings instituted or likely to be instituted against you by patients in respect of your treatment etc. If so, please give details.
- 12) Have you been previously insured for the subject risk? If so, give full particulars.
- 13) Has any Company
- a) declined your proposal
 - b) required an increased premium
 - c) refused to renew your policy
 - d) cancelled such a policy
- 14) Limit of Indemnity required for any one year

----Rs.

N.B. Please note that Limit of Indemnity for Any One Accident/Any One Year will be identical.

15) Period of Insurance

From

To

I/We do hereby declare that the above statements and answers are true and what I/We have not withheld any information whatsoever regarding the proposal. I/We agree that this proposal and declarations shall be the basis of the contract between me/us and.....Co. Ltd. whose policy for the insurance proposed is acceptable to me/us. I/We undertake to exercise all ordinary and reasonable precautions for safety of the property as if it were uninsured.

Date:

Place

SIGNATURE OF PROPOSER

Development Officer's Report:

The Proposer is known to me/my Agent for _____ Years and I recommend acceptance of this proposal.

Date:

Place:

SIGNATURE OF DEVELOPMENT OFFICER

NAME AND CODE NO. OF DEVELOPMENT OFFICER

Note: 1) The liability of the Company does not commence until the proposal has been accepted by the Company and premium paid.

2) Premium will be quoted on application.

SECTION 41 OF THE INSURANCE ACT 1938

PROHIBITION OF REBATES

- 1) No person shall allow or offer to allow either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind or risk relating to lives or property in India any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy nor shall any person taking out or continuing a policy accept any rebate except such rebate as may be allowed in accordance with the prospectus or tables of the Insurer.
- 2) Any person making default in complying with the provisions of this Section shall be punishable with fine which may extend to Rs. 500/.

PROFESSIONAL INDEMNITY POLICY FOR
DOCTORS AND MEDICAL PRACTITIONERS

1) OPERATIVE CLAUSE:

Whereas the insured named in the Schedule hereto and carrying on the business/profession described in the said Schedule has applied to THE.....COMPANY LIMITED (hereinafter called 'the COMPANY') for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium as consideration for or on account of such indemnity.

NOW THIS POLICY WITNESSETH that subject to the terms exceptions and conditions contained herein or endorsed hereon the company will indemnify the Insured against their legal liability to pay compensation including defence costs, fees and expenses anywhere in India in accordance with Indian Law.

2) INDEMNITY

The indemnity applies only to claims arising out of bodily injury and/or death of any patient caused by or alleged to have been caused by error, omission or negligence in professional service rendered or which should have been rendered by the Insured or qualified assistants named in the Schedule or any nurse or technician employed by the Insured (hereinafter referred to as the 'Act').

PROVIDED ALWAYS THAT

- (a) Such Act during the period of Insurance results in a claim being first made in writing against the Insured during the policy period as stated in the Schedule.
- (b) There shall be no liability hereunder for any claim made against the insured for act committed or alleged to have been committed prior to the Retroactive Date specified in the Schedule.

For the purpose of determining the Indemnity granted.

- (a) 'Policy Period' means the period commencing from the effective date and hour as shown in the policy Schedule and terminating at midnight on the expiry date as shown in the policy Schedule.
- (b) 'Period of Insurance' means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.
- (c) 'Bodily Injury' means death, injury, illness or disease of or to any person.

3. LIMIT OF INDEMNITY

Irrespective of the number of persons or entities named as insured in the Schedule or added by endorsement, the total liability of the Company hereunder for damages inclusive of defence costs (as hereinafter defined) shall not exceed the limit of indemnity set out in the Schedule in respect of any or all claims made against the insured during the currency of this insurance.

4. DEFENCE COSTS

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured provided such claim or claims are the subject of indemnity by the Policy. Such costs, fees and expenses are called 'Defence costs'.

5. (a) NOTIFICATION EXTENSION CLAUSE

Should the Insured notify the Company during the policy period in accordance with General Condition No. 8.1 of any specific event or circumstance which the Company accepts may give rise to a claim or claims which form the subject of indemnity by this policy, then the acceptance of such notification means that the Company will deal with such claim or claims as if they had first been made against the Insured during the policy period. The extension under the Clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

b) EXTENDED CLAIM REPORTING CLAUSE

In the event of non renewal or cancellation of this Policy either by the Company or by the Insured, the Company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the policy, provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for accidents which had taken place during the period of insurance but could not be made during the Policy Period, provided however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring policy period and are subject to the limits of indemnity and the terms, conditions and exceptions of the policy.

6. CLAIMS SERIES CLAUSE

For the purpose of this policy where a series of losses and/or bodily injuries and/or deaths are attributable directly or indirectly to the same cause or error or omission relating to discharge of professional services all such losses and/or bodily injuries and/or death claims shall be added together and all such losses and/or bodily injuries

and/or death shall be treated as one claim and such claim shall be deemed to have been made at the point in the time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause which are made later than 3 years after the first claims of the series.

7. EXCLUSIONS

1. No liability shall attach to the Company in respect of

- i) any criminal act or any act committed in violation of any law or ordinance.
- ii) services rendered while under the influence of intoxicants or narcotics
- iii) the performance by dentists and dental Surgeons of
 - 1) general anaesthesia or
 - 2) any procedure carried out under general anaesthesia unless performed in a Hospital
- iv) the use of drugs for weight reduction
- v) Claims made against the Insured arising from the performance of cosmetic plastic surgery, hair transplants, punch grafts, flap rotations and the like (herein after referred to as cosmesis) it being understood that the following shall not be deemed to cosmesis.
 - a) Anaesthetic x-ray or other medical nursing or laboratory services provided in connection with the performance of cosmesis.
 - b) Plastic surgical repair of scar tissue being the result of previous surgery unrelated to cosmesis performed by the Insured.
 - c) Plastic surgery in connection with burns or other traumatic injury
- vi) Third Party Public Liability
- vii) claims arising from any condition directly or indirectly caused by or associated with Human T-cell Lymphotropic Virus type III (HTLV 111) or LYMPHADENOPATHY ASSOCIATED VIRUS (LAV) or the mutants derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any Syndrome or condition of a similar kind howsoever it may be named.

2. This Policy does not cover liability

- i) assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
- ii) arising out of deliberate, wilful or intentional non compliance of any Statutory provision.

iii) arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.

iv) arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc. and mental injury, anguish or shock.

v) arising out of fines, penalties, punitive or exemplary damages.

vi) directly or indirectly occasioned by happening through or in 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.

vii) directly or indirectly caused by or contributed by

i) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

viii) arising out of genetic injuries caused by x-ray treatment /diagnosis or treatment /diagnosis with radioactive substances.

ix) in respect of professional services rendered by the Insured prior to the Retroactive Date in the Schedule.

x) the deliberate conscious or intentional disregard of the insured's technical or administrative management of the need to take all reasonable steps to prevent claims.

xi) injury /death to any person under a contract of employment or apprenticeship with the Insured their contractor's and/or Subject Contractor(s) when such injury / death arises out of the execution of such contract.

8. CONDITIONS

8.1 The Insured shall give written notice to the Company as soon as reasonably practicable of any claims made against the Insured (or any specific event or circumstances that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this policy and shall give all such additional information as the Company may require. Even claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the Insured.

8.2 No admission offer promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.

8.3 The Company will have the right but in no case the obligation to take over and conduct in the name of the insured the defence of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and

having taken over the defence of any claim may relinquish the same . All amounts expended by the Company in the defence , settlement or payment of any claim will reduce the limits of indemnity specified in the Schedule of the Policy .

In the event that the Company , in its sole discretion chooses to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, the Company 's liability or obligations under this policy beyond what the Company 's liability or obligations would have been had it not exercised its rights under this condition .

8.4 The Insured shall give all such information and assistance as the Company may reasonably required .

8.5 The insured shall give notice as soon as reasonably practicable of any fact, event or circumstances which materially changes the information supplied to the Company at the time when this policy was effected and the Company may amend the terms of this policy.

8.6 The Company may at any time pay to the Insured in connection with any claim or series of claims under this policy to which an indemnity limits applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims .

8.7 The Policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning had been attached in any part of this policy or the Schedule shall bear such specific meaning wherever it may appear. The terms and exclusions of this policy (and any phrase or word contained therein) shall be interpreted in accordance with the Indian Law.

8.8 If at the time happening of any event resulting into a liability under their policy , there be any other liability insurance or insurances effected by the Insured or by any other person covering the same liability , then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability .

8.9 This Policy does not cover liability which at the time of happening of any such event resulting into such liability , be insured by or would but for the existence of this policy, be insured by , any other policy (but not a liability policy) or policies, except in respect of any excess beyond the amount which could have been payable under such policy/policies had this insurance not been effected.

8.10 The company may cancel this Policy by giving thirty days' notice in writing of such cancellation to the Insured's last known address and in such an event the company will return a pro-rata portion of the premium (subject to a minimum retention of 25 per cent of the annual premium) for the unexpired part of the insurance.

This policy may also be cancelled by the insured by giving thirty days' notice in writing to the company in which event the company will retain premium at short

period scale 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.

8.11 In the event of Liability arising under the policy or the payment of a claim under this policy, the limit of indemnity per any one year under the policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstance it shall be permissible to reinstate the aggregate limit of indemnity to the original level even on payment of extra premium.

8.12 It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of Law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8.13 The Company shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by insured or by any person on behalf of the Insured and/or if the insurance has been continued in consequence of any material misstatement or the non-disclosure of any material information by or on behalf of the Insured .

8.14 Policy disputes Clause

Any dispute concerning the interpretation of the terms conditions limitations and/or exclusions contained herein is understood and agreed to by both the Insured and Company to be subject to India Law . Each party agree to submit to the jurisdiction of any court of competent jurisdiction within India and to comply with all requirements necessary to give such Court of Jurisdiction. All matters arising hereunder shall be determined in accordance with the Law and the practice of such Court.

THE ORIENTAL INSURANCE COMPANY LIMITED

PROFESSIONAL INDEMNITY POLICY FOR DOCTORS AND MEDICAL PRACTITIONERS

SCHEDULE

Attaching to and forming part of professional Indemnity Policy No:-

Name of the Insured _____

Address _____

Description of the profession /business _____

Address of the Insured's Business Premises _____

Name of the persons covered

TERRITORIAL LIMITS : ANYWHERE IN INDIA

POLICY PERIOD : FROM _____ (time) of _____ (date)

To 12:00 midnight of _____(date)

INDEMNITY LIMIT DURING THE POLICY PERIOD Rs _____

RETROACTIVE DATE

PREMIUM RS

Date of completed proposals form

IN WITNESS WHEREOF the undersigned being duly authorized by the Company and on behalf of the Company has hereunto set his/her at thisday of 19

For The Oriental Insurance Company Ltd.

Authorized Signatory

Address of Policy Issuing office :

MEDICAL ESTABLISHMENTS (GUIDELINES)

-The policy will indemnify the Insured in respect of any act committed by the professionals or qualified assistants named in the proposal engaged by the medical establishment which gives rise to any Third party legal liability . Such activities will be part of the declared medical activities of the establishment.

-Such an Act would have taken place in the duration of the policy commencing from the retroactive date.

-In the normal course all claims for compensation have to be legally established in a court of law. However , insurers may arrive at compromised settlement if prima-facie liability exists under the policy .

-Only Indian Law shall be applicable to such action.

-The limit of indemnity would be limited to any one year limit under the policy .

- Short period policies are not permitted. In case Insured desires cancellation short period scale rates as provided for will be applicable .

- Medical establishments shall be Registered with competent authority as per the local regulations.

Explanations : For this purpose whenever necessary applications have been made for such registration and the same have not been rejected , then this requirement shall be deemed to have been complied with.

In territories where no registration facilities exist, the following minimum norms need to be complied with for considering the proposal :-

The establishment should have :

1. at least 10 in patient facility
2. a fully equipped Operation Theatre of its own
3. fully qualified nursing staff in its employment round the clock, unless indicated to the contrary and additional premium paid
4. fully qualified Doctor/Doctors should be in charge round the clock

subject to the condition that as and when official regulations are introduced in the concerned territory the insured shall comply with registration formalities for continuation of the policy at renewal.

List of eligible Medical Establishments :

1. Hospitals
2. Nursing Homes

MEDICAL ESTABLISHMENT – PROFESSIONAL NEGLIGENCE
ERROORS AND OMISSIONS INSURANCE POLICY

RATING – MEDICAL ESTABLISHMENTS

Policy Schedule to show only Annual limit .

Rate : Rs 3 per mille on AOY Limit plus
Rs. 5 per each inpatient plus
Rs 1 per outpatient

(number of patients to be as per previous year's record or the anticipated no. of patients during the year whichever is higher)

Radioactive treatment (other than X-Ray) – Additional premium of
15 % on total premium

For employment of unqualified : Additional premium of
Nurses/Para-medical Staff/ : 7.5 % on indemnity premium
Technical Staff :

Total premium including all extras shall be subject to a maximum of 5% of AOY Limit.

Minimum Premium under one policy : Rs 1000/-

Excess : 0.25% of the AOY Limit subject to minimum of Rs 1000/-
and a maximum of Rs 100000/-

Voluntary Excess : Discount in premium is permissible as
provided for in the General Rules and Regulations S.No 10.

-----INSURANCE CO. LTD.
PROPOSAL FORM FOR MEDICAL ESTABLISHMENTS

ERRORS & OMISSIONS INSURANCE

This proposal must be signed. All questions must be answered. The completion and signature of this proposal does not bind the proposer or Insurer to complete a contract of Insurance.

If there is insufficient space to answer questions, please use additional sheets and attach it to this form.

The Company does not assume any liabilities until the Proposal has been accepted and premium paid.

1) Name of the Proposer

Address

2) Year in which established

3) Name & address of owners/
directors/partners

4) a) Is the Establishment registered with the
local competent authority? If no, why?

b) Have you complied with all statutory rules/regulations
relating to your establishment?

5) i) Are the Doctors/Technicians working for you

a) duly licensed in accordance with the Medical
Acts or any other prevalent laws.

b) Members of Medical Association/Council

ii) Do you employ only qualified Nurses?

6) State the no. of employees and visiting doctors in
each of the following classifications:

1) General Physicians

2) Specialists including surgeons in different
disciplines.

a) Eye/ENT

b) Pathologists

c) Cardiologists

d) Radiologists

3) Plastic Surgeons

4) Dentist

- 5) Pharmacists
- 6) Technicians
- 7) Nurses
- 8) Trainees
- 9) Other(Please specify)

7) a) Please specify all the facilities available like X-ray, Scanning, Pathology, etc.

b) Whether persons operating these are qualified and well experienced

c) Do you wish to extend the policy to cover the personnel who are not professionally qualified to operate the facility assigned to them?

If yes, please give names of the personnel and the facility operated.

d) Is the establishment under care of qualified doctor round the clock?

e) Is a qualified nurse in attendance round the clock?

8) a) Please state the no. of beds including bassinets maintained by you.

b) State no. of fully equipped operation theatres

9) Do you have an out-patients department? Please specify:

a) No. of patients actually treated in the previous year

b) No. of patients estimated to be treated in the proposed year

10) Please state the following particulars regarding the in-patients treated

	Proposed Year (Estimated)	Immediately Preceeding Year (Actual)
--	------------------------------	---

- a) General
- b) Medical
- c) Surgical

Total:

11) Give details of radioactive treatment facility. Specify the materials used and precautions taken for such usage

- 12) Whether food is supplied by you to Patients? If Yes, specify whether it is prepared by you or contractors. Please specify the measures taken for maintenance of kitchen and other supervisory measures.
- 13) State estimated annual income includes room charges, Operation Theatre, Rent Charges for X-ray facilities, doctor's fees, nursing charges, medicines, food , surcharge and any other income.
- 14) Details of any claims lodged against the proposer during the past 5 years on account of services rendered by your establishment
- 15) Have you ever insured against liabilities in the past ?
If so, specify the name of the insurer, policy no. and period
- 16) Has any insurer cancelled declined /refused to renew your liability insurance or accepted your proposal subject to restrictions.
- 17) Details of any event likely to give rise to a liability claim against you at a future date.
- 18) State limits of indemnity required for Any One Year(AOY)
- 19) Period of Insurance required
From : To:
- 20) Voluntary Excess

I/We do hereby declare that the above statements and answers are true and that I/We Have not withheld any information whatsoever regarding the proposal. I/We agree that this proposal and declarations shall be the basis of the contract between me/us andCo. Ltd whose Policy for the Insurance proposed is acceptable to Mediclaim/us. . I/We undertake to exercise all ordinary and reasonable precautions for safety of the property as if it were uninsured.

Place :

Date :

Signature of Proposer

Development Officer's Report

Te Proposer is known to me/my Agent for _____ years and I recommend acceptance of this proposal.

Place :

Date :

Signature of Development Officer

Name and Code No. of Development Officer

Note : 1) The liability of the Company
does not commence until the
proposal has been accepted
by the Company and the premium
paid

2) Premium will be quoted on application.

SECTION 41 OF THE INSURANCE ACT ,1938

PROHIBITION OF REBATES

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

- 2 Any person making default in complying with the provisions of this Section shall be punishable with fine which may extend to Rs. 500/-.

MEDICAL ESTABLISHMENT – PROFESSIONAL NEGLIGENCE

ERRORS & OMMISIONS INSURANCE POLICY

1. OPERATIVE CLAUSE :

WHEREAS the insured named in the Schedule hereto and carrying on the business/profession described in the said Schedule has applied to The COMPANY LIMITED (hereinafter called ‘ the COMPANY’) for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium as consideration for or on account of such indemnity.

NOW THIS POLICY WITNESSETH that subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the insured against their legal liability to pay compensation including defence costs, fees and expenses anywhere in India in accordance with Indian Law.

2. INDEMNITY

The indemnity applies only to claims arising out of bodily injury and/or death of any patient caused by or alleged to have been caused by error, omission or negligence in professional service rendered or which should have been rendered by the Insured or qualified assistants named in the Schedule or any nurse or technician employed by the Insured (hereinafter referred to as the ‘Act’)>

PROVIDED ALWAYS THAT

there shall be no liability hereunder for any claim made against the insured for act committed or alleged to have been committed prior to the Retroactive Date specified in the Schedule.

For the purpose of determining the Indemnity granted

(a) ‘Policy Period’ means the period commencing from the effective date and hour shown in the policy Schedule and terminating at midnight on the expiry date as shown in the policy Schedule.

(b) ‘Period of Insurance’ means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.

(c) ‘Bodily Injury’ means death, injury, illness or disease of or to any person.

3. LIMIT OF INDEMNITY

Irrespective of the number of persons or entities named as insured in the Schedule or added by endorsement, the total liability of the Company hereunder for damages inclusive of defence costs (as hereinafter defined) shall not exceed theLimit of indemnity set out in the Schedule in respect of any or all claims made against the insured during the currency of this insurance.

4. DEFENCE COSTS

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defence of settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the Policy. Such costs, fees and expenses are called 'Defence Costs'.

5. (a) NOTIFICATION EXTENSION CLAUSE

Should the Insured notify the Company during the Policy Period in accordance with General Condition No. 10.1 of any specific event or circumstance which the company accepts may give rise to a claim or claims which form the subject of indemnity by this policy, then the acceptance of such notification means that the Company will deal with such claim or claims as if they had first been made against the Insured during the Policy period. The extension under the Clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

(b) EXTENDED CLAIM REPORTING CLAUSE

In the event of non-renewal or cancellation of this Policy either by the Company or by the Insured, the Company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the policy, provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for accidents which had taken place during the period of insurance but could not be made during the Policy period, provided however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring policy period and subject to the limits of indemnity and the terms, conditions and exceptions of the policy.

6. CLAIMS SERIES CLAUSE

For the purpose of this policy where a series of losses and/or bodily injuries and/or deaths are attributable directly or indirectly to the same cause or error or omission relating to discharge of professional services all such losses and/or bodily injuries and/or death claims shall be added together and all such losses and/or bodily injuries and/or death shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause which are made later than 3 years after the first claim of the series.

7. COMPULSORY EXCESS

The Insured shall bear for each and every claim a compulsory Excess of 0.25 pct of the Indemnity limit shown in the schedule subject to minimum of Rs. 1000/- and maximum of Rs. 1 lac.

8. VOLUNTARY EXCESS

In the event of the Insured opting the policy shall be subject to a voluntary excess as mentioned in the schedule. This voluntary excess shall be applicable to each and every claim. The Company's liability shall attach for the claim in excess of such compulsory and Voluntary excess.

9. EXCLUSIONS

1. No liability shall attach to the Company in respect of

(a) any criminal not or any act committed in violation of any law or ordinance.

(b) services rendered while under the influence of intoxicants or narcotics

© Third Party Public Liability

(d) Claims made against the insured arising from the performance of cosmetic plastic surgery, hair transplants, punch grafts, flap rotations and the like (hereinafter referred to as cosmesis) if being understood that the following shall not be deemed to be cosmesis :

1) Anaesthetic x-ray or other medical nursing or laboratory services provided in connection with the performance of cosmesis.

2) Plastic surgical repair of scar tissue being the result of previous surgery unrelated to cosmesis performed by the Insured.

3) Plastic surgery in connection with burns or other traumatic injury.

(e) claims arising from 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 or in any way related to Acquired Immune Deficiency Syndrome or any Syndrome or condition of a similar kind howsoever it may be named.

2. This Policy does not cover liability

(i) assumed by the Insured by agreement and which would have attached in the absence of such agreement.

(ii) arising out of deliberate, willful or intentional non-compliance of any Statutory provision.

(iii) arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.

(iv) arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc. and mental injury, anguish or shock.

(v) arising out of fines, penalties, punitive or exemplary damages.

(vi) directly or indirectly occasioned by happening through or in 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.

(vii) directly or indirectly caused by or contributed by

- i) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component, thereof

(viii) arising out of genetic injuries caused by x-ray treatment/diagnostic or treatment/diagnosis with radioactive substances.

(ix) In respect of professional services rendered by the Insured prior to the Retroactive Date in the Schedule.

(x) the deliberate conscious or intentional disregard of the insured's technical or administrative management of the need to take all reasonable steps to prevent claims.

(xi) Injury/death to any person under a contract of employment or apprenticeship with the Insured their contractor(s) and/or Sub-Contractor(s) when such injury/death arises out of the execution of such contract.

10. CONDITIONS

10.1 The Insured shall give written notice to the Company as soon as reasonably practicable of any claims made against the Insured (or any specific event or circumstances that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the Insured.

10.2 No admission offer promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.

10.3 The Company will have the right but in no case the obligation, to take over and conduct in the name of the insured the defence of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the Company in the defence, settlement or payment of any claim will reduce the limits of indemnity specified in the Schedule of the Policy.

In the event that the Company, in its sole discretion chooses to exercise its right pursuant to this condition, no action taken by the company in the exercise of such right will serve to modify or expand in any manner, the company's liability or obligations under this policy beyond what the company's liability or obligations would have been had it not exercised its rights under this condition.

10.4 The Insured shall give all such information and assistance as the Company may reasonably require.

10.5 The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this policy was effected and the Company may amend the terms of this policy.

- 10.6 The Company may at any time pay to the Insured in connection with any claim or series of claims under this policy to which an indemnity limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.
- 10.7 The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning had been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear. The terms and exclusions of this policy (and any phrase or word contained therein) shall be interpreted in accordance with the Indian Law.
- 10.8 If at the time of happening of any event resulting into a liability under this policy, there be any other liability insurance or insurances effected by the Insured or by any other person covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability.
- 10.9 This Policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would but for the existence of this policy, be insured by, any other policy (but not a liability policy) or policies, except in respect of any excess beyond the amount which could have been payable under such policy/policies had this insurance not been effected.
- 10.10 The Company may cancel this Policy by giving thirty days' notice in writing of such cancellation to the Insured's last known address and in such an event the company will return a pro-rata portion of the premium (subject to a minimum retention of 25 per cent of the annual premium) for the unexpired part of the Insurance.

This Policy may also be cancelled by the Insured by giving thirty days' notice in writing to the Company in which event the Company will retain premium at short period scale provided there is not claim under the Policy during the period of Insurance. In case of any claim under the policy, no refund of premium shall be allowed.

- 10.11 In the event of Liability arising under the Policy or the payment of a claim under this Policy, the limit of indemnity per any one year under the policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstance it shall be permissible to reinstate the aggregate limit of indemnity to the original level even on payment of extra premium.
- 10.12 It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of Law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 10.13 The Company shall not be liable make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by Insured or by any person on behalf of the Insured and/or if the insurance has been continued in consequence of any material mis-statement or the non-disclosure of any material information by or on behalf of the Insured.
- 10.14 Policy disputes Clause

Any dispute concerning the interpretation of the terms conditions limitations and/or exclusions contained herein is understood and agreed to by both the Insured and Company to be subject to Indian Law. Each party agree to submit to the jurisdiction of any Court of competent jurisdiction within India and to comply with all requirements necessary to give such Court of jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

THE ORIENTAL INSURANCE COMPANY LIMITED
MEDICAL ESTABLISHMENTS- ERRORS & OMISSIONS POLICY

SCHEDULE
(Attaching to and forming part of Professional Indemnity Policy)

Name of the Insured _____ Policy No. _____

Address of the Insured's _____
Establishments _____

Description of the medical
services rendered _____

TERRITORIAL LIMITS : ANYWHERE IN INDIA

POLICY PERIOD: FROM _____ (time) of _____ (date)

To 12:00 midnight of _____ (date)

INDEMNITY LIMIT DURING THE POLICY PERIOD RS. _____

RETROACTIVE DATE

COMPULSORY EXCESS

VOLUNTARY EXCESS

PREMIUM RS.

Date of completed proposal form

IN WITNESS WHEREOF the undersigned being duly authorised by the Company and on the behalf
of the Company has hereunto set his/her atthis.....day
of19

For the Oriental Insu. Co. Ltd.

Authorised Signatory

Address of policy issuing office:

ENGINEERS ARCHITECTS AND INTERIOR DECORATORS (GUIDELINES)

This cover is available for professionals in their individual capacities and/or as firms either on annual basis or on project basis.

The policy-holder or insured and their named employees will be indemnified for all sums they become legally liable to pay to Third party as

- (i) Material damage – i.e. destruction of or damage to or loss of tangible property.
- (ii) construction damage- (material damage to or defects in object built by Third party on basis of planning work done by insured or under his supervision).
- (iii) death, bodily injury attributable to error or omission

The claim has to occur during the period of insurance .

Liability (for claims arising from any damage or injury which has origin in neglect error or omission) has to be established during the period of insurance commencing from retroactive date shown in the Schedule.

In the normal course all claims for compensation have to be legally established in a court of a law. However, insurers may arrive at compromised settlements if prima-facie liability exists under the policy.

The limits of indemnity in respect of any one accident would be limited to 25% of Any One year limit under the policy .

Short period policies are not to be issued normally, but may be issued after Company satisfying specific needs of the client. The policy may be cancelled by the insured in which case the Company will retain premium at short period scale as applicable.

For the purpose of computation of premium annual fees shall mean average of past 3 years fees earned or current year's projected annual fees whichever is higher.

Compulsory Excess : ½% of Any one year limit subject to minimum Rs. 5000 and maximum of Rs. 1 lac.

Voluntary Excess : Discount in premium is permissible as provided for in General Rules and Regulations S.No. 10.

R A T I N G

PROFESSIONAL INDEMNITY AND ERRORS AND OMISSIONS INSURANCE

FOR ENGINEERS, ARCHITECTS AND INTERIOR DECORATORS

Rs. 7.5 per mille on Any One Year Limit plus Rs. 1 per mille of Annual Fees.

Excess - 1/2 per cent of Any One Year limit subject to minimum Rs. 5000/- and maximum of Rs. 1 lac.

Indemnity Limit for Any One Accident Limited to 25% of Any One Year Limit.

Minimum premium under one policy : Rs. 1000/-

Voluntary excess- Discount in premium is permissible as provided for in the General Rules and Regulations S.No. 10.

.....INSURANCE CO. LTD.

PROPOSAL FORM FOR PROFESSIONAL INDEMNITY

Applicable to Consulting Engineers, Architects and Interior Decorators

This proposal must be signed . All questions must be answered. The completion and signature of this proposal does not bind the proposer or Insurer to complete a contract of Insurance .

If there is insufficient space to answer questions, please use additional sheets and attach it to this form.

The Company does not assume any liabilities until the Proposal has been accepted and premium paid.

1) Name & Address of Proposer

2) When established

3) Description of the Business:
(Please attach brochure, information booklet, etc.)

4) a) Names in full of all Partners/Directors/Principals	Qualifications in full	Date qualified	How long principal in this practice
--	------------------------	----------------	-------------------------------------

b) Is coverage required in respect of past work for any Partner/Principal who has left, retired or died? YES/NO. If Yes, please give the following

Full Name	Qualifications	How long Principal in this practice
-----------	----------------	-------------------------------------

5) State :

- a) No. of qualified engineers
No. of draughts men
No. of administrative personnel including Clerks, typists, office boys, etc.,
- b) Specify nature of supervision exercised over the employees
- c) Total amount of annual wages payable.

6) a) Please state the 5 largest contracts where construction has commenced during the past 6 years.

Starting Date	Type of contract	Total Contract Value	Approx. Companies. Date
---------------	------------------	----------------------	-------------------------

-
- 1.
 - 2.
 - 3.
 - 4.
 - 5.

b) Please give details of Contracts where construction is expected to commence in the next 12 months .

Starting Date	Type of contract	Total Contract Value	Approx. Companies. Date
-----	-----	-----	-----

7) State whether you under take supervision of contract works being executed ?
If yes , periodicity of inspection with details .

8) Do you engage persons outside your organization ?
If yes, specify the details of purpose and nature of control exercised by you over them (specimen contract be enclosed).

9) Loss record for 5 years :

<u>Year</u>	<u>Cause</u>	<u>Kind of Loss</u>	<u>Amount of loss</u>
19			
19			
19			
19			
19			

10) Have you during the past 12 months dismissed or do you contemplate dismissal of any member of staff on account of any omission, neglect, error or for like (please give full details)

11) Are you aware of any neglect , omission or error or existence of any circumstances likely to give rise to a claim ?

12)
a) Please give gross fees received during the past five years

19.....	Rs.....
19.....	Rs.....
19.....	Rs.....
19.....	Rs.....
19.....	Rs.....

b) Estimated fees for the coming 12 months Rs

13) Has any Company

a) declined your proposal

b) required an increased premium

c) refused to renew your policy

d) canceled such a policy

14) Limits of Indemnity required : Any One Year

15) Period of Insurance required From To

16) Voluntary Excess if any :-

17) Any other relevant information not stated above

I/We hereby declare that the above statement and particulars are true and I/We have not suppressed or misstated any material facts and that at the present time I/We have no reasons to anticipate any claim being brought against me/our for any negligent act, error or omission on my/our part and against the Company and agree that this declaration shall be the basis of the contract between me/us and the Insurer. I/We also agree that the indemnity under the insurance shall not be availed for claims arising out of acts of negligence, error or omission or misconduct committed PRIOR to commencement of this insurance .

SIGNATURE OF PROPOSER

Date :

Place:

SECTION 41 OF THE INSURANCE ACT 1938

PROBHITION OF REBATES

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

2 Any person making default in complying with the provisions of this Section shall be punishable with fine which may extend to Rs. 500/-

**PROFESSIONAL INDEMNITY ERRORS & OMISSIONS INSURANCE FOR
CONSULTING ENGINEERS, ARCHITECTS AND INTERIOR
DECORATORS**

1) OPERATIVE CLAUSE:

Whereas the insured named in the Schedule hereto and carrying on the business/profession described in the said Schedule has applied to THE.....COMPANY LIMITED(hereinafter called 'the COMPANY') for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium as consideration for or on account of such indemnity .

NOW THIS POLICY WITNESSETH that subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against their legal liability to pay compensation including defence costs, fees and expenses anywhere in India in accordance with Indian Law.

2) INDEMNITY

The Indemnity applies only to claims arising out of losses and/or damages during the period of insurance first made in writing against the Insured during the Policy Period and Insured is indemnified in accordance with Operative Clause for any breach of professional duty by reason of any negligent act, error or omission, whenever and wherever committed or alleged to have been committed during the period of insurance , by

- i) the insured as stated in the Schedule
- ii) the predecessors in business of the said firm in respect of whom insurance coverage is expressly provided in the Schedule
- iii) any person at any time employed by the Insured or by such predecessors in business in the conduct, by or on a behalf of the said firm or such predecessors of any business conducted in their professional capacity

PROVIDED ALWAYS THAT

- (a) Such Act during the Period of Insurance results in a claim being first made in writing against the Insured during the policy period as stated in the Schedule.
- (b) There shall be no liability hereunder for any claim made against the insured for act committed or alleged to have been committed prior to the Retroactive Date

specified in the Schedule.

For the purpose of determining the Indemnity granted.

- (a) 'Policy Period' means the period commencing from the effective date and hour as shown in the policy schedule and terminating at midnight on the expiry date as shown in the Policy Schedule.
- (b) 'Period of Insurance' means the period commencing from the retroactive date and terminating on the expiry date as shown in the policy Schedule.
- (c) 'Bodily Injury' means death, injury, illness or disease of or to any person.

3. LIMIT OF INDEMNITY

Irrespective of the number of persons or entities named as insured in the Schedule or added by endorsement, the total liability of the Company hereunder for damages inclusive of defence costs (as hereinafter defined) shall not exceed the limit of indemnity set out in the Schedule in respect of any or all claims made against the insured during the currency of this insurance.

4. DEFENCE COSTS

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the policy. Such costs, fees and expenses are called 'Defence Costs'.

5. (a) NOTIFICATION EXTENSION CLAUSE

Should the Insured notify the Company during the Policy Period in accordance with General Condition No. 10.1 of any specific event or circumstance which the Company accepts may give rise to a claim or claims which form the subject of indemnity by this policy, then the acceptance of such notification means that the Company will deal with such claim or claims as if they had first been made against the Insured during the policy period. The extension under the Clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

b) EXTENDED CLAIM REPORTING CLAUSE

In the event of non renewal or cancellation of this Policy either by the Company or by the Insured, the Company will allow a time limit not exceeding 90 days from the

date of expiry or cancellation of the policy , provided no insurance is in force during this extended reporting period for the same interest , for notification of claims for accidents which had taken place during the period of insurance but could not be made during the Policy Period , provided however , all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring policy period and are subject to the limits of indemnity and the terms , conditions and exceptions of the policy .

6. CLAIMS SERIES CLAUSE

For the purpose of this policy where a series of losses and/or bodily injuries and /or deaths are attributable directly or indirectly to the same cause or error or omission relating to discharge of professional services all such losses and/or bodily injuries and/or death claims shall be added together and all such losses and/or bodily injuries and/or death shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing . There shall , however , be no coverage for the claims made arising from one specific cause which are made later than 3 years after the first claims of the series.

7. COMPULSORY EXCESS

The Insured shall bear for each and every claim a compulsory Excess of 0.50 pct of the Limit of Indemnity shown in the schedule subject to minimum of Rs 5000/- and maximum of Rs 1 lac.

8. VOLUNTARY EXCESS

In the event of the insured opting the policy shall be subject to a voluntary excess as mentioned in the schedule. This voluntary excess shall be applicable to each and every claim. The Company's liability shall attach for the claim in excess of such compulsory and Voluntary excess.

9. EXCLUSIONS

This Policy shall not indemnify the Insured against any claim made against them in respect of :

- a) i) arising out of all personal injuries such as libel, slander , false arrest , wrongful eviction, wrongful detention, defamation etc. and mental injury , anguish or shock resulting there from..
- ii) infringement of plans, copy right , patent, trade name, trade mark , registered design.
- b) infringement of patents and copyrights or arising from the granting of licenses by the Insured as party to the construction project.

- c) any dishonest, fraudulent criminal or malicious act or omission
- d) liabilities assumed by the Insured by agreement and which would not have attached in the absence of such agreement .
- e) loss of any documents/data/information /losses sustained on account of time spent in investigating the cause of damage (including costs for re-projecting in connection with the damage) and claims for losses sustained.
- f) bodily injury, sickness, disease , death damage to property or financial loss and/or consequential loss unless arising out of wrongful, faulty or inadequate design or advice.
- g) injury to any person under the contract of employment or apprenticeship with the Insured their contractor's and/or Sub- Contractor(s) when such injury arises out of the execution of such contract .
- h) the ownership, maintenance, use, occupation, leasing or custody of property mobile and/or immobile by, to or on behalf of the Insured , or brought about by damage to or destruction of property owned by ,rented or leased to or in the custody of the Insured .
- i) deliberate, willful or intentional non- compliance of any Statutory provision.
- j) fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
- k) any happening through or in 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.
- l) losses directly or indirectly caused by contributed by
 - a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof \
- m) Earthquake , earth – tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar conclusions of nature and atmospheric disturbance.
- n) any loss and/or damage and/or injury which has its origin in a neglect , error or omission prior to the Retroactive Date mentioned in Schedule .
- o) the non-compliance with technical standards commonly observed in professional practice, laid down by law, or regulated by official bodies.
- p) loss of use and/or loss due to delay.

- q) Ownership and/or conduct of any other business or activities wholly or partly owned/operated or managed except the business described in the Schedule.
- r) arising from exceeding higher estimates and costs from not adhering to deadlines in completing the construction of project or part thereof and from defective accounts or control of accounts
- s) inadequate quantities/qualities or arranging or handling the supply of material
- t) activities of the Insured as joint venturer or as partner unless such joint venture and/or partnership is described in the Schedule ; the liability of the Company being limited to the extent of participation/share in the business so named.
- u) any contract where the Insured acts as a construction contractor whether or not in conjunction with his/their profession as stated in the Schedule
- v) liabilities arising out of pollution and/or contamination whatsoever nature .
- w) claims for losses as consequence of material or construction damage, such as eg. loss of production of all kinds , loss for inferior performance, poor quality or lower profitability and additional futile expenditure of principal to reach normal performance , quality or profitability.
- x) claims for damage caused by motor vehicles, sea vessels or aircraft

10. CONDITIONS

- 10.1 The Insured shall give written notice to the Company as soon as reasonably practicable of any claims made against the Insured (or any specific event or circumstances that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the Insured.
- 10.2 No admission offer promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.
- 10.3 The Company will have the right but in no case the obligation, to take over and conduct in the name of the insured the defence of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the Company in the defence, settlement or payment of any claim will reduce the limits of indemnity specified in the Schedule of the Policy.

In the event that the Company, in its sole discretion chooses to exercise its right pursuant to this condition, no action taken by the company in the exercise of such right will serve to modify or expand in any manner, the company's liability or obligations under this policy beyond what the company's liability or obligations would have been had it not exercised its rights under this condition.

- 10.4 The Insured shall give all such information and assistance as the Company may reasonable required.
- 10.5 The Insured shall give notice as soon as reasonable practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this policy was effected and the Company may amend the terms of this policy.
- 10.6 The Company may at any time pay to the Insured in connection with any claim or series of claims under this policy to which an indemnity limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.
- 10.7 The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning had been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear. The terms and exclusions of this policy (and any phrase or word contained therein) shall be interpreted in accordance with the Indian Law.
- 10.8 If at the time of happening of any event resulting into a liability under this policy, there be any other liability insurance or insurances effected by the Insured or by any other person covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability.
- 10.9 This Policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would by but for the existence of this policy, be insured by, any other policy (but not a liability policy) or policies, except in respect of any excess beyond the amount which could have been payable under such policy/policies had this insurance not been effected.
- 10.10 The Company may cancel this Policy by giving thirty days' notice in writing of such cancellation to the Insured's last known address and in such an event the company will return a pro-rata portion of the premium (subject to a minimum retention of 25 per cent of the annual premium) for the unexpired part of the Insurance.
- This Policy may also be cancelled by the Insured by giving thirty days' notice in writing to the Company in which event the Company will retain premium at short period scale provided there is not claim under the Policy during the period of Insurance. In case of any claim under the policy, no refund of premium shall be allowed.
- 10.11 In the event of Liability arising under the Policy or the payment of a claim under this Policy, the limit of indemnity per any one year under the policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances it shall be permissible to reinstate the aggregate limit of indemnity to the original level even on payment of extra premium.
- 10.12 It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of Law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

10.13 The Company shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by Insured or by any person on behalf of the Insured and/or if the insurance has been continued in consequence of any material mis-statement or the non-disclosure of any material information by or on behalf of the Insured.

10.14 Policy disputes Clause

Any dispute concerning the interpretation of the terms conditions limitations and/or exclusions contained herein is understood and agreed to by both the Insured and Company to be subject to Indian Law. Each party agree to submit to the jurisdiction of any Court of competent jurisdiction within India and to comply with all requirements necessary to give such Court of jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

THE ORIENTAL INSURANCE COMPANY LIMITED

**PROFESSIONAL INDEMNITY - ERRORS & OMISSIONS
INSURANCE POLICY**

(ENGINEERS AND ARCHITECTS AND INTERIOR DECORATORS)

S C H E D U L E

Attaching to and forming part of professional Indemnity Policy

No:- _____

Name of the Insured _____

Address _____

Description of the Profession /business _____

TERRITORIAL LIMITS : ANYWHERE IN INDIA

POLICY PERIOD : FROM _____ (time) of _____ (date)

To 12:00 midnight of _____ (date)

INDEMNITY LIMIT : ANY ONE YEAR Rs. _____

(INDEMNITY LIMIT PER ANY ONE CLAIM LIMITED TO MAXIMUM OF 25%
OF THE LIMIT OF INDEMNITY)

RETROACTIVE DATE

COMPLSORY EXCESS : 1/2 % OF LIMIT OF INDEMNITY FOR ANY ONE
YEAR STATED ABOVE SUBJECT TOMINIMUM
RS 5000/ AND MAXIMUM OF RS . 1,00,000/-

VOLUNTARY EXCESS : (% LIMIT OF INDEMNITY PER ANY ONE
ACCIDENT)

PREMIUM RS.

Date of completed Proposal form

IN WITNESS WHEREOF the undersigned being duly authorized by the Company and on behalf of the Company has hereunto set his/her at this day of 19

For The Oriental Insurance Company Ltd.

Authorized Signatory

Address of Policy Issuing Office :

**CHARTERED ACCOUNTANTS, FINANCIAL ACCOUNTANTS AND
MANAGEMENT CONSULTANTS**

Policy covers legal liability insured could incur by way of losses to clients arising from acts of omissions or errors on the part of Insured or his paid employees named in the proposal.

The acts committed should be in the course of rendering professional services .

The liability has to arise due to Act committed during the period of insurance commencing from the retroactive date.

In the normal course all claims for compensation have to be legally established in a court of law. However ,insurers may arrive at compromised settlement if prima – facie liability exists under the policy.

The limits of indemnity granted under the policy in respect of any one accident would be limited to 25% of any one year limit under the policy .

Issue of short period policies are not allowed. However, in case of cancellation of policy by Insured short period scale rates as provided for will be applicable

Compulsory Excess : ½% of Any One Year limit subject to minimum Rs. 5000 and maximum of Rs. 1 lac.

Voluntary Excess : Discount in premium is permissible as provided for in General Rules and Regulations S.No. 10.

R A T I N G
CHARTERED ACCOUNTANTS, FINANCIAL CONSULTANTS AND
MANAGEMENT CONSULTANT

Rs 4 per mille on Any One Year limit Plus

Rs 100 per capita for qualified persons Plus

Rs 50 per capita for apprentices Plus

Rs 25 per capita for others like clerks, stenographers, typists etc.

COMPULSORY EXCESS :

½% of Any One Year limit subject to minimum Rs. 5000 and maximum of Rs. 1 lac.

Indemnity for any One Accident limited to 25% of Any One Year Limit.

Minimum Premium under one policy : Rs. 1,000 /-

Voluntary Excess : Discount in premium is permissible as provided for in the General Rules and Regulations S.No. 10.

LAWYERS , ADVOCATES, SOLICITORS AND COUNSELS

- Policy covers legal liability of the Insured and his predecessors and named employees, partners in respect of Acts committed after the retroactive date.
- The liability has to arise as a result of Act committed during the period of insurance commencing from the retroactive date
 - In the normal course all claims for compensation have to be legally established in a court of law. However , insurers may arrive at compromised settlement if prima facie liability exists under the policy.
- Jurisdiction applicable will be in Indian Courts
- The limits of indemnity granted under the policy in respect of any one accident would be limited to 25% of any one year limit under the policy .
- Issue of short period policies are not allowed. . However, in case of cancellation of policy by Insured short period scales rates as provided for will be applicable

Compulsory Excess_: 0.5% of Any One Year limit subject to minimum Rs. 5000 and maximum of Rs. 1 lac.

Voluntary Excess : Discount in premium is permissible as provided for in General Rules and Regulations S.No. 10.

R A T I N G

LAWYERS , ADVOCATES, SOLICITORS AND COUNSELS

Rs 5 per mille on Any One Year limit Plus

Rs 150 per capita for qualified persons including Juniors Plus

Rs 50 per capita for others like clerks, stenographers, typists etc.

Compulsory Excess :

0.5 % of Any One Year limit subject to minimum Rs. 5000 and maximum of Rs. 1 lac.

Indemnity for any One Accident limited to 25% of Any One Year Limit.

Minimum Premium under one policy : Rs. 1,000 /-

Voluntary Excess : Discount in premium is permissible as provided for in the General Rules and Regulations S.No. 10.

.....INSURANCE CO. LTD.

PROPOSAL FORM FOR PROFESSIONAL INDEMNITY

Applicable to ACCOUNTANTS/SOLICITORS/LAWYERS/COUNSELS/FINANCIAL CONSULTANTS

This proposal must be signed. All questions must be answered. The completion and signature of this proposal does not bind the proposer or Insurer to complete a contract of insurance .

If there is insufficient space to answer questions, please use additional sheets and attach it to this form.

The Company does not assume any liabilities until the Proposal has been accepted and premium paid.

1) Name & Address of Proposer

2) When established

3) Full Description of work carried on
(Please attach brochure, information booklet, etc.
if any & specimen copy of contracts entered into)

4) a) Names in full of all Partners/Directors/Principals	Qualifications in full	Date qualified	How long principal in this practice
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b) Is coverage required in respect of past work for any Partner/Principal who has left, retired or died? YES/NO. If Yes, please give the following

Full Name	Qualifications	How long Principal in this practice
-----------	----------------	-------------------------------------

5) State :

a) No. of qualified accountants/Lawyers
No. of professionals
No. of administrative personnel including Clerks, typists, office boys, etc.,
No. of apprentice

b) Total amount of annual wages payable

6) Do you engage persons outside your organization?

If yes, specify the details of purpose and nature of control exercised by you over them (specimen contract be enclosed).

7) Loss record for 5 years :

<u>Year</u>	<u>Cause</u>	<u>Kind of Loss</u>	<u>Amount of Loss</u>
19			
19			
19			
19			
19			

8) Have you during the past 12 months dismissed or do you contemplate dismissal of any member of staff on account of any omission, neglect, error or for like (please give full details)

9) Are you aware of any neglect , omission or error or existence of any circumstances likely to give rise to a claim ?

10) a) Annual fees earned during the last five years

<u>Year</u>	<u>Fee</u>
19____	
19____	
19____	
19____	
19____	

b) Estimated fees for the current year

19____
19____
19____
19____
19____

11) Previous Insurance history

12) Limits of Indemnity required : Any One Year

13) Voluntary Excess

14) Period of Insurance required From _____ To _____

I/We hereby declare that the above statement and particulars are true and I/We have not suppressed or misstated any material facts and that at the present time I/We have no reason to anticipate any claim being brought against me/our for any negligent act, error or omission on my/our part and against the Company and agree that this declaration shall be the basis of the contract between me/us and the Insurer. I/We also agree that the indemnity under the insurance shall not be available for claims arising out of acts of negligence, error or omission or misconduct committed PRIOR to commencement of this insurance .

SIGNATURE OF PROPOSER

Date :

Place:

SECTION 41 OF THE INSURANCE ACT 1938

PROHIBITION OF REBATES

- 1) No person shall allow or offer to allow either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind or risk relating to lives or property in India any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy nor shall any person taking out or continuing a policy accept any rebate except such rebate as may be allowed in accordance with the prospectus or tables of the Insurer.
- 2) Any person making default in complying with the provisions of this Section shall be punishable with fine which may extend to Rs. 500/.

PROFESSIONAL INDEMNITY ERRORS & OMISSIONS INSURANCE FOR CHARTERED
ACCOUNTANTS/ FINANCIAL ACCOUNTANTS
MANAGEMENT CONSULTANTS/LAWYERS /ADVOCATES/SOLICITORS/COUNSELS
ERRORS & OMISSIONS INSURANCE POLICY

1. OPERATIVE CLAUSE :

WHEREAS the insured named in the Schedule hereto and carrying on the business/profession described in the said Schedule has applied to THE COMPANY LIMITED (hereinafter called ' the COMPANY') for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium as consideration for or on account of such indemnity ..

NOW THIS POLICY WITNESSETH that subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against their legal liability to pay compensation including defence costs, fees and expenses anywhere in India in accordance with Indian Law.

2. INDEMNITY

The Indemnity applies only to claims arising out of losses and/or damages during the period of insurance first made in writing against the Insured during the Policy Period and Insured is indemnified in accordance with Operative Clause for any breach of professional duty by reason of any negligent act, error or omission, whenever and wherever committed or alleged to have been committed during the period of insurance , by

i) the insured as stated in the Schedule

ii) the predecessors in business of the said firm in respect of whom insurance coverage is expressly provided in the Schedule

iii) any person at any time employed by the Insured or by such predecessors in business in the conduct, by or on a behalf of the said firm or such predecessors of any business conducted in their professional capacity

PROVIDED ALWAYS THAT

a) such Act during the Period of Insurance results in a claim being first made in writing against the Insured during the policy period as stated in the Schedule.

b) there shall be no liability hereunder for any claim made against the insured for act committed or alleged to have been committed prior to the Retroactive Date specified in the Schedule.

For the purpose of determining the indemnity granted

(a) 'Policy Period' means the period commencing from the effective date and hour as shown in the policy Schedule and at midnight terminating on the expiry date as shown in the Policy Schedule.

(b) 'Period of Insurance' means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.

(c) 'Bodily Injury' means death, injury, illness or disease of or to any person.

3. LIMIT OF INDEMNITY

Company's total liability to pay compensation, claimant's costs, fees and defence costs shall not exceed the limit of indemnity stated in the Schedule Indemnity Limit applies to any one claim or series of claims arising from one originating cause. Indemnity Limit shall represent the total amount of company's liability during the Policy Period .

4. DEFENCE COSTS

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the Policy. Such costs, fees and expenses are called 'Defence Costs'.

5. (a) NOTIFICATION EXTENSION CLAUSE

Should the Insured notify the Company during the Policy Period in accordance with General Condition No. 10.1 of any specific event or circumstance which the company accepts may give rise to a claim or claims which form the subject of indemnity by this policy, then the acceptance of such notification means that the Company will deal with such claim or claims as if they had first been made against the Insured during the Policy period. The extension under the Clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

(b) EXTENDED CLAIM REPORTING CLAUSE

In the event of non-renewal or cancellation of this Policy either by the Company or by the Insured, the Company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the policy, provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for accidents which had taken place during the period of insurance but could not be made during the Policy period, provided however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring policy period and are subject to the limits of indemnity and the terms, conditions and exceptions of the policy.

6. CLAIMS SERIES CLAUSE

For the purpose of this policy where a series of losses and/or bodily injuries and/or deaths are attributable directly or indirectly to the same cause or error or omission relating to discharge of professional services all such losses and/or bodily injuries and/or death claims shall be added together and all such losses and/or bodily injuries and/or death shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause which are made later than 3 years after the first claim of the series.

7. COMPULSORY EXCESS

The Insured shall bear for each and every claim a compulsory Excess of ½% of the limit of Indemnity limit per Any One Year as shown in the schedule subject to minimum of Rs. 5000/- and maximum of Rs. 1 lac.

8. VOLUNTARY EXCESS

In the event of the Insured opting the policy shall be subject to a voluntary excess as mentioned in the Schedule. This voluntary excess shall be applicable to each and every claim. The Company's liability shall attach for the claim in excess of such compulsory and voluntary excess.

9. EXCLUSIONS

This Policy shall not indemnify the Insured against any claim made against them in respect of :

a) (i) arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc. and mental injury, anguish or shock resulting therefrom/

(ii) infringement of plans, copy right, patent, trade name, trade mark, registered- design

b) infringement of patents and copyrights or arising from the granting of licenses by the Insured as party to the construction project.

c) any dishonest, fraudulent criminal or malicious act or omission

d) liabilities assumed by the insured by agreement and which would not have attached in the absence of such agreement .

e) loss of any documents/data/information /losses sustained on account of time spent in investigating the cause of damage (including costs for re-projecting in connection with the damage) and claims for losses sustained.

f) bodily injury, sickness, disease , death damage to property or financial loss and/or consequential loss unless arising out of wrongful, faulty or inadequate design or advice.

g) injury to any person under the contract of employment or apprenticeship with the Insured their contractor(s) and/or Sub- Contractor(s) when such injury arises out of the execution of such contract .

h) the ownership, maintenance, use, occupation, leasing or custody of property mobile and/or immobile by, to or on behalf of the Insured , or brought about by damage to or destruction of property owned by ,rented or leased to or in the custody of the Insured .

i) deliberate, willful or intentional non- compliance of any Statutory provision.

- j) fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages
- k) any happening through or in 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.
- l) losses directly or indirectly caused by or contributed by
 - a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof \
 - m) Earthquake , earth – tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
 - n) any loss and/or damage and/or injury which has its origin in a neglect , error or omission prior to the Retroactive Date mentioned in the Schedule .
 - o) the non-compliance with technical standards commonly observed in professional practice, laid down by law, or regulated by official bodies.
 - p) loss of use and/or loss due to delay.
 - q) Ownership and/or conduct of any other business or activities wholly or partly owned/operated or managed except the business described in the Schedule
 - r) arising from exceeding fire estimates and costs from not adhering to deadlines in completing the construction of project or part there of and from defective accounts or control of accounts
 - s) inadequate quantities/qualities or arranging or handling the supply of material
 - t) activities of the Insured as joint venturer or as partner unless such joint venture and/or partnership is described in the Schedule ; the liability of the Company being limited to the extend of participation/share in the business so named.
 - u)any contract where the insured acts as a construction contractor whether or not in conjunction with his/their profession as stated in the schedule
 - v) liabilities arising out of pollution and/or contamination whatsoever nature
 - w) claims for losses as consequence of material or construction damage, such as
eg. loss of production of all kinds , loss for inferior performance, poor quality or lower profitability and additional futile expenditure of principal to reach normal performance , quality or profitability
 - x) claims for damage caused by motor vehicles, sea vessels or aircraft

10. CONDITIONS

10.1 The Insured shall give written notice to the Company as soon as reasonably practicable of any claims made against the Insured (or any specific event or circumstances that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the Insured.

10.2 No admission offer promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.

10.3 The Company will have the right but in no case the obligation, to take over and conduct in the name of the insured the defence of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the Company in the defence, settlement or payment of any claim will reduce the limits of indemnity specified in the Schedule of the Policy.

In the event that the Company, in its sole discretion chooses to exercise its right pursuant to this condition, no action taken by the company in the exercise of such right will serve to modify or expand in any manner, the company's liability or obligations under this policy beyond what the company's liability or obligations would have been had it not exercised its rights under this condition.

10.4 The Insured shall give all such information and assistance as the Company may reasonably require.

10.5 The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this policy was effected and the Company may amend the terms of this policy.

10.6 The Company may at any time pay to the Insured in connection with any claim or series of claims under this policy to which an indemnity limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.

10.7 The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning had been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear. The terms and exclusions of this policy (and any phrase or word contained therein) shall be interpreted in accordance with the Indian Law.

10.8 If at the time of happening of any event resulting into a liability under this policy, there be any other liability insurance or insurances effected by the Insured or by any other person covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability.

10.9 This Policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would but for the existence of this policy, be insured by, any

other policy (but not a liability policy) or policies, except in respect of any excess beyond the amount which could have been payable under such policy/policies had this insurance not been effected.

- 10.10 The Company may cancel this Policy by giving thirty days' notice in writing of such cancellation to the Insured's last known address and in such an event the company will return a pro-rata portion of the premium (subject to a minimum retention of 25 per cent of the annual premium) for the unexpired part of the Insurance.

This Policy may also be cancelled by the Insured by giving thirty days' notice in writing to the Company in which event the Company will retain premium at short period scale provided there is not claim under the Policy during the period of Insurance. In case of any claim under the policy, no refund of premium shall be allowed.

- 10.11 In the event of Liability arising under the Policy or the payment of a claim under this Policy, the limit of indemnity per any one year under the policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances it shall be permissible to reinstate the aggregate limit of indemnity to the original level even on payment of extra premium.

- 10.12 It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of Law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- 10.13 The Company shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by Insured or by any person on behalf of the Insured and/or if the insurance has been continued in consequence of any material mis-statement or the non-disclosure of any material information by or on behalf of the Insured.

- 10.14 Policy disputes Clause

Any dispute concerning the interpretation of the terms conditions limitations and/or exclusions contained herein is understood and agreed to by both the Insured and Company to be subject to Indian Law. Each party agree to submit to the jurisdiction of any Court of competent jurisdiction within India and to comply with all requirements necessary to give such Court of jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

THE ORIENTAL INSURANCE COMPANY LIMITED
PROFESSIONAL INDEMNITY - ERRORS & OMISSIONS
INSURANCE POLICY

SCHEDULE

Attaching to and forming part of Professional Indemnity Policy No _____

Name of the Insured _____

Address _____

Description of the
Profession/Business _____

TERRITORIAL LIMITS : ANYWHERE IN INDIA

POLICY PERIOD: : FROM _____ (time) of _____ (date)
To 12:00 midnight of _____ (date)

INDEMNITY LIMIT : ANY ONE YEAR Rs. _____
(INDEMNITY LIMIT PER ANY ONE CLAIM LIMITED TO MAXIMUM OF 25% OF THE LIMIT
OF INDEMNITY)

RETROACTIVE DATE

COMPULSORY EXCESS : ½% OF LIMIT OF INDEMNITY FOR ANY ONE YEAR STATED
ABOVE SUBJECT TO MINIMUM OF RS. 5,000/- AND MAXIMUM
OF RS. 1,00,000/-.

VOLUNTARY EXCESS : (% LIMIT OF INDEMNITY PER ANY ONE ACCIDENT)

PREMIUM RS.

Date of completed proposal form

IN WITNESS WHEREOF the undersigned being duly authorised by the Company and on the behalf
of the Company has hereunto set his/her atthis.....day
of19

For the Oriental Insu. Co. Ltd.

Authorised Signatory

Address of policy issuing office:

