

CLINICAL TRIALS INSURANCE POLICY



RAHEJA
QBE



CLINICAL TRIALS INSURANCE POLICY

POLICY SCHEDULE

New Business

Date of Issue: dd/mm/yyyy

Time of Issue: 00/00/00 Hrs

Policy No.:

Period of Insurance:

Policy issuing office:

(Both Dates Inclusive)

Contact No. :

Insured's Name:

Intermediary's Name:

Insured's Mailing Address:

Intermediary's Code:

Intermediary's Contact No:

(This is a "claims made" Policy)

Insured's Business:

Period of Insurance:

From:

To:

Both days inclusive at the local standard time at the address of the **Insured**.

Limit of Indemnity:

(INR) each and every **Claim** or series of **Claims** arising out of one **Occurrence** and in the aggregate (**Legal Costs** inclusive)

(INR)per **Research Subject** limit

Policy Territory:

Policy Jurisdiction:

Deductible :

(INR) each and every **Claim** or series of **Claims** arising out of one Occurrence (**Legal Costs** inclusive)

Retroactive Date:

dd/mm/yyyy

Exclusions:

(1) War and invasion

(2) Radioactivity and Nuclear

(3) Prior or Subsequent Discovery of Loss

(4) Prior Circumstances

(5) Failure of Product

(6) Certain excluded substances; Failure to cure or alleviate

(7) Terrorism

(8) Asbestosis

(9) Mould

(10) Financial Loss not consequent

(11) Costs incurred on repair or replacement upon Bodily Injury

(12) Product Recall

Other Terms & Conditions:

(1)

(2)

(3)

(4)

(5)

Premium (INR)

Service Tax @ % of Premium (INR)

Total Premium (INR)

Signed for and on behalf of the Company

Authorized Signatory
Raheja QBE General Insurance Co. Ltd.

COVER

The Company will indemnify the **Insured** against all sums in excess of the **Deductible** that the **Insured** shall become liable to pay as **Damages** in respect of any **Claim** made by **Research Subjects** for **Bodily Injury caused** by an **Occurrence** happening after the Retroactive Date stated in the Schedule within the **Policy Territory** and brought within the **Policy Jurisdiction** and arising out of the Business of the **Insured** as stated in the Schedule

Provided that

- (i) such **Claim** is first made in writing against the **Insured** during the Period of Insurance stated in the Schedule and is notified in writing to the Company during the Period of Insurance
- (ii) all **Bodily Injury** resulting or alleged to have resulted from the same **Trial** shall be considered as resulting from one **Occurrence** and having occurred during that Period of Insurance in which the first **Claim** is made against the **Insured** irrespective of the number of **Research Subjects** or the period over which such **Bodily Injury** is likely to result in a **Claim** or **Claims** being made against the **Insured** at some future date
- (iii) the **Insured** has offered and the **Research Subject** has agreed to abide by the Conditions of Compensation and the **Research Subject** has agreed to accept the amount of compensation determined as per the Conditions of Compensation by an **Independent Lawyer**

The Company will also pay **Legal Costs** incurred with the written consent of the Company in the investigation, defence or settlement of any **Claim** covered by this **Policy**.

The Company's liability to pay **Damages** and **Legal Costs** shall not exceed the sum stated in the Schedule as the Limit of Indemnity.

DEFINITIONS

- (1) **Act of Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- (2) **Bodily Injury** shall mean temporary or permanent personal injury, sickness, disease or death and shall include without limitation mental injury, mental anguish, or shock directly arising from a **Trial** only.
- (3) **Claim** shall mean:
 - (a) the receipt by the **Insured** of any written or verbal demand for compensation (quantified or not) made by a **Research Subject** against the **Insured**; or
 - (b) any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-

claim, counterclaim or third or similar party notice served upon the **Insured**; or

PROVIDED ALWAYS THAT such **Claim** is:

- (i) first made against the **Insured** during the Period of Insurance; and
- (ii) notified in writing to the Company as required by this **Policy**; and
- (iii) in respect of **Bodily Injury** insured by this **Policy**.

- (4) **Damages** shall mean any amount that an **Insured** shall become legally liable to pay to the **Research Subject** (i) pursuant to the Conditions of Compensations; or (ii) in respect of judgments or awards rendered against an **Insured**; or (iii) a settlement to which the Company's prior written consent was obtained. "**Damages**" shall not mean or include the return or offset of, or damages measured by fees, charges or commissions for services already provided or contracted to be provided; any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured** or any administrative costs incurred in respect of the **Research Subjects** or any fines, penalties or loss arising due to cancellation/suspension of the **Trial** or any restrictions placed on the **Insured** to carry out any **Trials** under the applicable law which is in force in the jurisdiction in which the **Trial** occurs.
- (5) **Extended Reporting Period** shall mean the period of time after the end of the Period of Insurance for reporting **Claims** which have taken place prior to the end of the Period of Insurance but which the **Insured** became aware of after the Period of Insurance.
- (6) **Deductible** shall mean the amount(s) stated in the Schedule which the **Insured** agrees to pay in respect of all **Damages** and **Legal Costs** before the Company shall be liable to make any payment.
- (7) **Ethics Committee** shall mean a committee which has been duly constituted and registered in accordance with the Drugs and Cosmetics Rules, 1945 or any other law which is in force in the jurisdiction in which the **Trial** occurs and which has approved the **Trial** in respect of which a **Claim** is made.
- (8) **Independent Lawyer** shall mean a retired judge of the Supreme Court of India or of a High Court or an advocate or solicitor licensed to practice law in India.
- (9) The **Insured** shall mean any person or company named in the Schedule and, at the request of the **Insured**, shall include:
 - (a) directors or partners whilst acting in their respective capacities for the **Insured**;
 - (b) any employee of the **Insured** (excluding **Medical Persons**) but only whilst acting within the scope of their duties;
 - (c) any past employee who acted for the **Insured** and who agrees to be bound by the terms of this **Policy**;
 - (d) **Medical Persons** who are employees of the **Insured** but only whilst acting within the scope of their duties;
 - (e) any sub-contractor, doctor, consultant, physician, hospital or contract research organisation or nurse who will be performing work for the **Insured** in respect of a **Trial** covered by this **Policy**;

(f) any **Ethics Committee** or its members that has approved a **Trial** which is the subject of this **Policy**;

but only in respect of **Claims** arising out of a **Trial** covered by this **Policy** and provided always that items (d), (e) and (f) are included only subject to the prior written agreement of the Company.

- (10) **Legal Costs** shall mean reasonable legal costs and expenses (including any fees or disbursements of any **Independent Lawyer**) necessarily incurred by or on behalf of the **Insured** only with the prior written consent of the Company in relation to any **Occurrence** which may be the subject of indemnity under this **Policy** but does not include any costs of investigation or preparation of any report in relation to an **Occurrence** unless the same relates to any fees or disbursements of an **Independent Lawyer**.
- (11) **Medical Persons** shall mean licensed physicians, doctors, medical nurses and dentists.
- (12) **Occurrence** shall mean an accident or event including continuous or repeated injurious exposure to substantially the same general conditions which results during the Period of Insurance in **Bodily Injury** that is neither expected nor intended.
- (13) **Policy** means the Schedule, this policy wording, any endorsements attached to and forming a part of this **Policy** and the Insured's statements in the Proposal.
- (14) **Policy Jurisdiction** shall mean the jurisdiction of the country or territory stated in the Schedule within which a **Claim** must be made for indemnity to be granted by the Company subject all other terms, conditions and exclusions of this **Policy**.
- (15) **Policy Territory** shall mean the country or territory as stated in the Schedule within which **Bodily Injury** must occur for indemnity to be granted by the Company subject all other terms, conditions and exclusions of this **Policy**.
- (16) **Research Subject** shall mean any person participating in a **Trial** including their dependants, heirs, executors, administrators and legal representatives.
- (17) **Trial** shall mean any clinical trial or healthy volunteer study which is permitted under and complies with the prevalent applicable statutory requirements or guidelines of the relevant person, authority, department or public or private body in the jurisdiction in which the **Trial** occurred.

EXTENSIONS

Unless otherwise stated the following Extensions are subject always to the terms, conditions and exclusions contained in this **Policy**.

(1) Notification of Event or Circumstance

If during the Period of Insurance the **Insured** gives written notice to the Company in accordance with Condition (6)(b) of any specific **Occurrence** which the Company accepts as being likely to give rise to a **Claim**, any **Claim** subsequently made against the **Insured** arising out of that **Occurrence** shall be deemed to have been first made against the **Insured** during the said Period of Insurance regardless of when such **Claim** is actually made.

(2) Extended Reporting Period

The Company agrees to provide the **Insured** with an additional notification period for **Claims** which are first made against the **Insured** during the Period of Insurance provided that such **Claim** is notified to the Company within the **Extended Reporting Period** of 60 days.

(3) Manslaughter Defence Costs (Ethics Committee)

The Company will indemnify the **Ethics Committee** or any member thereof in respect of **Legal Costs** incurred with the Company's written consent in the defence of any criminal proceedings brought (or in an appeal against conviction arising from such proceedings) as a result of manslaughter arising from any **Occurrence** which may be the subject of indemnity under this **Policy**.

PROVIDED THAT

- 1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business
- 2) the Company will not provide indemnity:
 - (a) for fines or penalties of any kind;
 - (b) in respect of proceedings consequent upon
 - (i) any deliberate act or omission;
 - (ii) **Bodily Injury** sustained by any employee of the **Insured** arising out of and in the course of employment by the **Insured** in the Business;
 - (iii) the ownership, possession or use by or on behalf of the **Insured** or any person entitled to indemnity of any mechanically propelled vehicle while being used in circumstances where insurance or security is required by law.

EXCLUSIONS

The Company shall not be liable for:

- (1) any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- (2) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (a) ionising 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.
- (3) liability arising from any **Occurrence** happening prior to the Retroactive Date;
- (4) any **Claim** arising out of an **Occurrence** the circumstances of which the **Insured** were aware, or ought reasonably to have been aware, prior to the commencement of the current Period of Insurance;
- (5) liability arising from the failure of the drug or product (or any part thereof) to fulfil the purpose for which it was designed or to perform as specified, warranted or guaranteed; liability for compensation of any kind or description to research participants receiving placebo in consideration of such placebo's failure to provide therapeutic benefit; liability in relation to the natural progression of an underlying disease;
- (6) (a) **Claims** arising from the production, sale or provision of the following:-
 - 1) Atomoxetine
 - 2) Blood Borne Pathogens
 - 3) Canthaxanthin
 - 4) Cerivastatin and/or any other statins and/or fibrates
 - 5) Contraceptives (including birth control pills) fertility drugs and products specifically designed and marketed for use during and in connection with pregnancy
 - 6) Cisapride
 - 7) Cox-2 Inhibitors
 - 8) Danthron
 - 9) Debendox
 - 10) Dexfenfluramine (Redux)
 - 11) Dicyclomine when given to children under 4 years of age
 - 12) Diethylstilbestrol
 - 13) Dioxins
 - 14) Doxazosin
 - 15) Duloxetine
 - 16) Ephedrine Ma Huang Chinese Ephedra Mahuang Extract Ephedra Ephedra Sinica Ephedra Extract Ephedra Herb Powder Epitonin or any derivative thereof

- 17) Fenfluramine (Pondimin)
- 18) Fluoxetine
- 19) Germanium
- 20) Halogenated 8 & Hydroxy Quinolines
- 21) Hydroquinone
- 22) Infliximab
- 23) Isotretinoin (Accutane)
- 24) Methylphenidate
- 25) Nefazodone
- 26) Pertussis Vaccine
- 27) Phenfluramine (Fen-Phen)
- 28) Phenylpropanolamine (PPA)
- 29) Primodos / Amenorone Forte
- 30) Retinoic Acid
- 31) Rosiglitazone
- 32) Sertraline
- 33) Skin whitening or lightening agents
- 34) Selective Serotonin Reuptake Inhibitors
- 35) Swine-Flu Vaccine
- 36) Terbinafine
- 37) Thalidomide
- 38) Tretinoin (retinoic acid or its salts)
- 39) Tryptophan
- 40) Paroxetine
- 41) Pioglitazone
- 42) Lotronex
- 43) Thimersol or Thimersal
- 44) Troglitazone

(b) any drug or product causing or failing to cure or alleviate any condition directly or indirectly caused by or associated with

- (i) Hepatitis
- (ii) Human T-Cell Lymphotropic Virus Type iii (HTLViii) 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 shall be named
- (iii) Creutzfeldt-Jakob Disease (CJD), variant Creutzfeldt-Jakob Disease (vCJD) or new variant Creutzfeldt-Jakob Disease (nvCJD)

(7) notwithstanding any provision to the contrary within this **Policy** or any Endorsement thereto, any liability for loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with

(a) any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

(b) any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**. If the Company alleges that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured**.

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

(8) liability arising from the manufacture, distribution, sale, installation, removal, use, ingestion, inhalation and or exposure to asbestos or products containing asbestos including liability resulting from asbestosis or any related disease.

(9) liability for any loss, damage, demand, claim, cost, expense, suit, defence or other obligation of any kind or description directly or indirectly arising from or relating to Mould. This exclusion applies to any potential, alleged, or actual liabilities and agreements to defend or indemnify, whether for injury, damage, medical expense or otherwise. For the purposes of this exclusion the word "Mould" shall be deemed to include but not be limited to the following:

mould or fungi or its spores, bacteria, yeasts, mildew, algae, mycotoxins or any other metabolic products, enzymes or protein secreted by the above whether toxic or otherwise.

(10) any financial loss which is not directly consequent upon **Bodily Injury**.

(11) costs incurred in the repair, reconditioning, modification, or replacement of any drug or product or any part thereof or any financial loss consequent upon the necessity for such repair, reconditioning, modification or replacement.

(12) costs arising out of the recall of any drug or product or any part thereof.

CONDITIONS OF COMPENSATION

- (1) In the event the **Research Subject** suffers from **Bodily Injury**, he/she or his/her nominee shall be entitled to compensation as determined by the Licensing Authority defined under the Drugs and Cosmetics Rules, 1945 or a similar body under the applicable law which is in force in the jurisdiction in which the **Trial** occurs. The **Insured** and the **Research Subject** agree to be bound by the decision of the Licensing Authority or such similar body and the **Research Subject** agrees to accept the amount of compensation (if any) in full and final settlement of all causes of action against the **Insured** or any other person in connection with the **Trial**.
- (2) In the event the applicable statute and guidelines in the jurisdiction in which the **Trial** occurs does not provide for the compensation in respect of **Bodily Injury** suffered by the **Research Subject** to be determined by a relevant person, authority, department or public body constituted under the applicable law of such jurisdiction, the **Research Subject** shall be entitled to compensation in accordance with the following:
 - a) prior to the determination of the **Research Subject's Claims** by a court or tribunal or the decision of an **Independent Lawyer**, the **Insured** by way of agreement or undertaking to the court or tribunal offers to have the **Research Subject's Claim** determined in accordance with these Conditions of Compensation; and
 - b) within three months of such offer by way of agreement or undertaking, the **Research Subject** agrees to accept the amount of compensation offered by the Conditions of Compensation.
- (3) In the event condition 2)(a) above is fulfilled, but no agreement is reached between the **Insured** and the **Research Subject** within three months regarding the amount of compensation offered by these Conditions of Compensation, then the amount of compensation payable under these Conditions of Compensation shall be determined by an **Independent Lawyer** experienced in medical litigation and acting as an arbitrator under the relevant arbitration statute applicable in the jurisdiction where the **Claim** is made. The **Independent Lawyer** shall be appointed with the agreement of the Company and **Research Subject** and in the absence of such agreement within 30 days from the end of the three months referred to at 2) (b) above, the appointment shall be made by the President for the time being of the Law Society of England and Wales or the equivalent body of the country in which the **Claim** is made. The **Insured** and the **Research Subject** agree to be bound by the decision of the **Independent Lawyer** and the **Research Subject** agrees to accept the amount of compensation (if any) in full and final settlement of all causes of action against the **Insured** or any other person in connection with the **Trial**. In such event, the Company shall also pay any **Legal Costs** awarded by the **Independent Lawyer** to the **Research Subject**.
- (4) In the event of the appointment of an **Independent Lawyer** such person:
 - (a) shall allow the parties a reasonable opportunity to present their cases with both oral and written evidence;
 - (b) shall be entitled to obtain independent expert advice;
 - (c) shall exercise any power conferred upon an arbitrator by the relevant arbitration statute or other law application in

the country in which the **Claim** is made;

(d) shall otherwise determine the procedure in order to arrive at a just settlement;

(e) shall give due regard to and follow the conditions of compensation set out in these Conditions of Compensation, provided that if any such conditions conflict with the applicable law of the jurisdiction in which the **Claim** is made, then the latter shall prevail.

(5) If the **Research Subject** accepts the compensation in accordance with condition 1) above or by agreement with the **Insured** under these Conditions of Compensation or if an **Independent Lawyer** is appointed to determine such compensation (if any) then the **Research Subject** agrees to be bound by the following:

(a) the **Research Subject** waives all rights of action against the **Insured** other than under these Conditions of Compensation; and

(b) in the event of any payment to the **Research Subject** under the Conditions of Compensation, of this **Policy**, the **Insured** (and thus the Company) shall be subrogated to all the rights of recovery thereof which the **Research Subject** may have against any third party and shall receive all help and assistance as the **Insured** (or the Company) may reasonably require from the **Research Subject** in exercising and enforcing these rights provided that any recovery over and above any compensation paid or payable to the **Research Subject** (after deduction of all costs incurred in effecting such recovery) shall accrue to the **Research Subject**; and

(c) the **Research Subject** shall sign such release or other documents as the **Insured** (or the Company) may reasonably require to give effect to (a) and (b) of Condition 5 above.

(6) Compensation will only be paid if on the balance of probabilities the injury (including exacerbation of an existing condition) was caused by the administration to or use by the **Research Subject** of any drug or product involved in the **Trial** or was directly attributable to participation in the **Trial**;

(7) Subject to Condition (10) below, compensation will not be solely refused on the basis that the injury arose from a foreseeable adverse reaction or that the **Research Subject** was warned of the risk but still signed a consent form agreeing to participate in the **Trial**;

(8) Compensation will not be paid for the failure of a drug or product under **Trial** to perform its intended purpose;

(9) Compensation will not be unreasonably withheld from a **Research Subject** not receiving the drug or product under **Trial** if treatment or other drugs normally used in relieving any conditions for which the **Research Subject** was undergoing treatment were withheld or caused by the administration of a placebo.

(10) The amount of compensation payable shall be made with reference to the amount of damages awarded in similar cases by the courts of the country where the **Trial** took place and commensurate with the nature and severity and persistence of the injury. The amount of compensation may be reduced denied or affected by the following circumstances:

a) negligence of the **Research Subject** or (where the **Research Subject** is under the age of majority) the **Research Subject's** parents or legal guardian;

- b) the seriousness of the injury treated in the **Trial** and the degree of probability that adverse reactions would costs arising out of the recall of any drug or product or any part thereof, occur and any warning the **Research Subject** received;
- c) the comparison of risk between established treatments and those that are used or researched in a **Trial**;
- d) the availability and efficacy of alternative treatments which would have been available to a **Research Subject** had that person not agreed to participate in the **Trial**.

(11) The amount of compensation shall be paid as a lump sum.

CONDITIONS

- (1) This **Policy** and the Schedule shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of this **Policy** or of the Schedule shall bear such specific meaning wherever it may appear.
- (2) By acceptance of this **Policy** the **Insured** agrees that it has been issued in reliance upon his declarations and representations made to the Company in the Proposal, which shall be the basis of this contract and is deemed to be incorporated herein.
- (3) The terms of this **Policy** shall not be waived, altered or changed in any way except by Endorsement issued by the Company to form a part of this **Policy**.
- (4) If any part of the Premium specified in the Schedule is based on estimates furnished by the **Insured**, the **Insured** shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. Within one month of the expiry of the Period of Insurance the **Insured** shall furnish such information as the Company may require. The Premium shall, subject to the applicable laws in force at the time, thereupon be adjusted and the difference paid by or allowed to the **Insured** subject to the retention by the Company of any minimum Premium.
- (5) The **Insured** shall take reasonable precautions to prevent any event which may give rise to liability under this **Policy** and as soon as possible after discovery, cause such additional precautions to be taken as the circumstances may require.
- (6) The **Insured** shall, as a condition precedent to its right to be indemnified under this **Policy** and regardless of any **Deductible**, give written notice as soon as reasonably practicable and in any event within 30 days to the Company of:
 - (a) the receipt by the **Insured** of any **Claim**;
 - (b) any specific event which in the opinion of the **Insured** may give rise to a **Claim**.

Every **Claim** writ summons or process shall be forwarded to the Company immediately on receipt.

- (7) It is a condition precedent to the Company's liability that no admission offer promise payment or indemnity shall be made or given by or on behalf of the **Insured** without the prior written consent of the Company.

The Company shall be entitled to conduct in the name of the **Insured** the investigation, defence or settlement of any **Claim** and shall have sole discretion in the conduct of any proceedings and in the settlement of any **Claim** save as hereinafter provided in Conditions (8) and (9) and the Conditions of Compensation.
- (8) The **Insured** shall assist and co-operate with the Company in the investigation and defence of all **Claims** and conduct of legal proceedings arising there from as the Company and/or its legal advisors and consultants may require. The choice of **Independent Lawyer** is to be agreed by the **Insured** and the Company but failing agreement the Company alone shall be entitled to nominate the **Independent Lawyer** of their choice.

- (9) In connection with any **Claims** against the **Insured** the Company may at any time pay to the **Insured** the Limit of Indemnity or any less amount for which such **Claims** can be settled and thereupon the Company shall relinquish the control of such **Claims** to the **Insured** and be under no further liability in connection therewith except for costs and expenses which the Company have already agreed to bear in respect of matters prior to the date of such payment.
- (10) The insurance afforded by this **Policy** is excess over and reduced by any other valid and collectable insurance available to the **Insured**. Valid and collectable insurance includes any self insurance plan which would be applicable to the loss.
- (11) It is hereby warranted that the **Insured** shall maintain full rights of recourse against manufacturers and licensors of drugs and products.
- (12) Any dispute or difference arising out of or in connection with this **Policy** shall be subject to and determined in accordance with Indian law and by the Indian Courts.

(13) **Arbitration**

If any dispute or difference shall arise as to the quantum to be paid under this **Policy** (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties hereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996.

It is clearly agreed and understood that no dispute or difference shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this **Policy**.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this **Policy** that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained and that the Indian Courts shall have sole and exclusive jurisdiction over any such action or suit.

- (14) If any **Claim** is in any manner false, dishonest or fraudulent, or is supported by any false, dishonest or fraudulent means or devices, whether by any **Insured** or anyone acting on behalf of an **Insured** or with the **Insured's** knowledge, then this **Policy** shall be void and all benefits paid or potentially payable under it shall be forfeited.
- (15) The Company shall be subrogated to all the **Insured's** rights of recovery against all persons and organisations to which the Company is or would become entitled upon making a reimbursement under this **Policy** and the **Insured** shall execute and deliver all papers required and shall do everything necessary to secure and preserve such rights, including the execution of documents necessary to enable the Company effectively to bring suit in the name of the **Insured** irrespective of whether any payment has been made under the **Policy**.

(16) This **Policy** may be cancelled at any time:

This **Policy** may be cancelled at any time by the Insured giving 30 days written notice of cancellation to the Company, in which case the Company will retain the customary short period rate for the time the **Policy** has been in force.

This **Policy** may also be terminated at the option of the Company by giving the **Insured** 30 days notice in writing, in which case the Company will be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation. In case of any **Claim** under the **Policy** no refund of premium shall be allowed.

WHAT TO DO IN THE EVENT OF A CLAIM?

If an event happens which may give rise to a **Claim** under this **Policy** you must:

1. Inform incident to us as soon as reasonably practicable, but in event not later than 30 days from the event. You will be provided with advice on the procedure to follow. You may call Raheja QBE Call Centre on Toll Free No: 1800-102- 7723 OR notify loss by email to claims@rahejaqbe.com

OR report **Claim** on RQBE Website www.rahejaqbe.com OR send Letter or Fax to RQBE office

2. Please supply us with all information we require to settle the **Claim** as soon as reasonably practicable.
3. Take all reasonable precautions to prevent further loss or damage.
4. Not negotiate, admit, repudiate or pay any **Claim** by any person.
5. Co-operate with us fully in any action we take if we have a right to recover any money payable under this **Policy** from any other person.
6. If in doubt at any time please call us for advice.

It is agreed that the conditions set out in the aforesaid Clauses 1 and 2 are conditions precedent to the insurer's liability under the **Policy**. Each of these conditions shall be strictly complied with and any breach of a condition precedent would automatically discharge the insurer from liability for the **Claim** to which the condition relates.

Notwithstanding the foregoing, the insurer may condone the delay in notification as required under any of the foregoing clauses, if it is satisfied that such delay was inevitable or reasonable, subsequent to the **Insured** providing the insurer in writing the reasons for such delay in notification.

What you must not do in the event of a Claim?

You must not:

1. admit liability if an incident occurs which is likely to result in someone claiming against you
2. make any admission of guilt or promise or offer of payment in connection with any such **Claim**, unless we first agree in writing. This applies to you or any other person making a **Claim** under this **Policy**.

Dispute Resolution

Raheja QBE will take all steps to settle your **Claim** in accordance with **Policy** terms and conditions. However, since the **Policy** does not cover all eventualities, there may be disagreement between us about the **Policy**. For resolution of such disputes RQBE has developed an elaborate Grievance Redressal mechanism.

At your request, the **Claim** will be considered afresh by the Grievance Committee of RQBE. If you are not satisfied with the decision of the Grievance Committee you may approach the offices of the Insurance Ombudsmen as listed out in Annexure I to this **Policy**. In case of a complaint or grievance, we may be contacted for its redressal on the following details:

Website: www.rahejaqbe.com

Email: complaints@rahejaqbe.com

Telephone: 1800-102-7723 (Toll-

Free)

Fax: 022 4231 3777

Post/Courier: Any branch office or the correspondence address, during normal business hours

- (a) If you/insured person are not satisfied with our redressal of the Policyholder's complaint/grievance through one of the above channels, you/insured person may contact our Grievance Officer at:

The Grievance Cell,

Raheja QBE General Insurance Company

Limited Windsor House, 5th Floor, CST Road,

Kalina, Santacruz East, Mumbai - 400 098

- (b) If you/insured person are not satisfied with our redressal of the complaint/grievance through one of the above channels, you/insured person may approach the nearest Insurance Ombudsman for resolution of the grievance/complaint. The contact details of Ombudsman offices are mentioned below:

**Office of the
Ombudsman**

Ahmedabad	Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:- bimalokpal.ahmedabad@gbic.co.inmailto:insombahd@rediffmail.com	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
Bengaluru	Office of the Insurance Ombudsman, Jeevan Mangal Bldg., 2nd Floor, Behind Canara Mutual Bldgs., No.4, Residency Road, Bengaluru - 560 025. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in	Karnataka.
Bhopal	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Bhopal – 462 011. Tel.:- 0755-2769201/202 Fax:- 0755-2769203 Email:- bimalokpal.bhopal@gbic.co.in	Madhya Pradesh and Chattisgarh.
Bhubaneswar	Office of the Insurance Ombudsman, 62, Forest park, Bhubneswar – 751 009. Tel.:- 0674-2596461/2596455 Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@gbic.co.in	Orissa.
Chandigarh	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706196/6468 Fax:- 0172-2708274 Email:- bimalokpal.chandigarh@gbic.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Chandigarh.
Chennai	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333668/24335284 Fax:- 044-24333664 Email:- bimalokpal.chennai@gbic.co.in	Tamil Nadu and Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23239633/23237539 Fax:- 011-23230858 Email:- bimalokpal.delhi@gbic.co.in	Delhi.

Guwahati	Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361-2132204/2132205 Fax:- 0361-2732937 Email:- bimalokpal.guwahati@gbic.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
Hyderabad	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040-65504123/23312122 Fax:- 040-23376599 Email:- bimalokpal.hyderabad@gbic.co.in	Andhra Pradesh, Telangana, Yanam and part of the Territory of Pondicherry.
Jaipur	Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 -2740363 Fax: 0141 - Bimalokpal.jaipur@gbic.co.in	Rajasthan.
Ernakulam	Office of the Insurance Ombudsman, 2nd Floor, CC 27 / 2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.:- 0484-2358759/9338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulam@gbic.co.in	Kerala, Lakshadweep, Mahe- a part of Pondicherry.
Kolkata	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4, C.R. Avenue, 4th Floor, KOLKATA - 700 072. TEL : 033-22124340/22124339 Fax : 033-22124341 Email:- bimalokpal.kolkata@gbic.co.in	West Bengal, Bihar, Sikkim, Jharkhand and Andaman and Nicobar Islands.
Lucknow	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330/1 Fax:- 0522-2231310 Email:- bimalokpal.lucknow@gbic.co.in mailto:ioblko@sancharnet.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.

Noida

Office of the Insurance Ombudsman,
Email: bimalokpal.noida@gbic.co.in

State of Uttaranchal and the following Districts
of

Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly,

Bijnor, Budaun, Bulandshehar, Etah,
Kanoj, Mainpuri, Mathura, Meerut,
Moradabad, Muzaffarnagar, Oraiyya,
Pilibhit, Etawah, Farrukhabad, Firozbad,
Gautambodhanagar, Ghaziabad, Hardoi,
Shahjahanpur, Hapur,

Shamli, Rampur, Kashganj, Sambhal,
Amroha, Hathras, Kanshiramnagar,
Saharanpur.

Pune

Office of the Insurance Ombudsman,
Jeevan Darshan Bldg., 2nd Floor,
C.T.S. No.s. 195 to 198,
N.C. Kelkar Road, Narayan Peth,
Pune - 411 030.
Tel.: 020 -32341320
Email: bimalokpal.pune@gbic.co.in

Maharashtra,
Area of Navi Mumbai and Thane
excluding Mumbai Metropolitan
Region.