

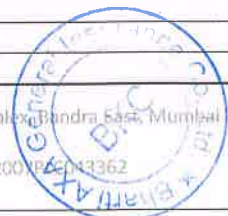
**Annexure - XI**

**Single Project Professional Indemnity Insurance (Commercial)**

**Policy Schedule**

**Policy Number**

<b>POLICY INFORMATION</b> Policy Number:	
Source:	Issuing Office:
<b>INSURED DETAILS</b>	
Name of the Insured:	
Communication Address:	
Project :-	
Contact Number:	
Business Description:	
<b>POLICY DETAILS</b>	
Period of Insurance:	
Scope of Cover:	
Limit of Indemnity:	
Any One incident:	
Aggregate during the Policy Period:	
Retroactive Date :	
Excess :	
Territory and Jurisdiction	
Exclusions:	
Project :	
Professional Services :	
Extension with sub Limits :	
Loss of Documents	





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Defamation	
Vicarious Liability	
Joint Ventures	
Extended Reporting Period	
Loss Rectification and Mitigation	
Intellectual Property Rights	
Fraud & Dishonesty	
Professional Inquiries	
Pollution	
Consequential Loss	
Pure Economic Loss	
Specific Terms/ Conditions and Exclusions:	
Special Extensions (if any) :	

<b>PREMIUM DETAILS</b>
Net Premium:
GST:
Total Premium:

<b>MEMORANDA, CLAUSES, WARRANTIES &amp; ENDORSEMENTS</b>
Subject to the Memoranda, Clauses, Warranties & Endorsements attached hereto:

In Witness Whereof the undersigned being duly authorized by and on behalf of the company

Bharti AXA General Insurance Company Ltd.

Duly Constituted Authority



**Annexure - XI**  
**Single Project Professional Indemnity Insurance Policy(Commercial)**

**OPERATIVE CLAUSE:**

WHEREAS the Insured named in the Schedule hereto and carrying on the business/profession described in the said Schedule has applied to BHARTI AXA GIC LTD (hereinafter called 'the INSURER') 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 and which premium has been realized by the Insurer.

NOW THIS POLICY WITNESSETH that subject to the terms exceptions and conditions contained herein or endorsed hereon the Insurer will indemnify the Insured against their legal liability to pay compensation including Defence Costs, fees and expenses anywhere in the world in accordance with the local jurisdiction.

**Policy Wording**

In consideration of payment of the **Premium** by the **Insured** and realization of the **same by the Insurer**, and subject to all the terms, conditions and exclusions, including all definitions, of this **Policy**, **the Insurer** agrees as follows:-

**1. Insuring and Operating Clauses**

**1.1 Professional Liability**

To pay on behalf of the **Insured** the **Loss** which the **Insured** becomes legally liable to pay as a result of a **Claim** alleging an act, error or omission of the **Insured** in the provision of **Professional Services** in respect of the **Project**.

**1.2 Defence Costs**

To pay on behalf of the Insured the **Defence Costs** incurred in respect of any **Claim** covered under Insuring Clause 1.1 or under any applicable extension under this Policy. The **Defence Costs** if any paid under the **Policy** shall be repayable by the **Insured** in the event it is determined under the **Policy** that the **Insured** was not entitled to a payment of the **Defence Costs**.

**Defence Costs** are subject to the **excess as specified in the Schedule** and are included within the **Limit of Liability** specified, and as more fully defined in this Policy.

**2. Extensions**

Subject to all the terms, conditions, exclusions, including all definitions, of this **Policy**, **the Insurer** further agrees to extend cover provided under this **Policy** as follows:





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## 2.1 Loss of Documents

Notwithstanding Exclusion 3.21, in respect of “property damage”, the Insurer will pay on behalf of the **Insured** the costs the **Insured** incurs solely in respect of its own liability and with the prior written consent of the **Insurer** for replacing or restoring any **Documents** which are destroyed, damaged or after diligent search cannot be found, whilst in the custody or control of the Insured and for which the Insured is legally responsible.

Such destruction, damage or loss must result from the provision of **Professional Services** by the **Insured** and be discovered for the first time during the **Policy Period** and reported to the **Insurer** during the **Policy Period** and should be unintentional.

In case of Documents that are in electronic format, the Insured will have to demonstrate to the reasonable satisfaction of the Insurer that the Insured had in place sufficient and appropriate procedures for the security and daily back-up of the Documents.

**The Insurer** will not pay for any destruction, damage or loss resulting from:

- (a) wear and tear or gradual deterioration;
- (b) any computer virus or unauthorized access to any computer system or network; or
- (c) an act, error or omission committed or allegedly committed by any person who is not a current director, partner, principal or employee of the **Insured** at the time the destruction, damage or loss of such **Documents** is first discovered.

The maximum amount payable by **Insurer under** this extension is subject to the **Sub-Limit of Liability** specified in the **Schedule**.

## 2.2 Defamation

**Insurer will** pay on behalf of the **Insured** the **Loss** which the **Insured** becomes legally liable to pay as a result of a **Claim** first made during the **Policy Period** and reported to the **Insurer** during the **Policy Period**, alleging any libel, slander or defamation or injurious falsehood by the **Insured** in the provision of **Professional Services**. No cover is provided under this extension for any **Claim** resulting from any intentional libel, slander, injurious falsehood or defamation.

The maximum amount payable by **Insurer under** this extension is subject to the **Sub-Limit of Liability** specified in the **Schedule**.

## 2.3 Joint Ventures

**Insurer will** pay on behalf of the **Insured** the **Loss** which the **Insured** becomes legally liable to pay as a result of a **Claim** alleging an act, error or omission of the **Insured** in the provision of **Professional Services** in the **Insured's** capacity as a joint venture partner but only to the extent of the **Insured's** own liability as a joint venture partner.



The maximum amount payable by **Insurer under** this extension is subject to the **Sub-Limit of Liability** specified in the **Schedule**.

#### **2.4 Vicarious Liability**

**Insurer** will pay on behalf of the **Insured** the **Loss** which the **Insured** becomes legally liable to pay as a result of a **Claim** alleging an act, error or omission by an **Agent** of the **Insured** in the provision of **Professional Services**

**The Insurer will not** be liable under this extension for the **Agent's** own liability, nor will **the Insurer be** prevented from seeking recovery from any **Agent** unless the act of the **Agent** which has resulted the **Loss** to the **Insured** is intentional.

The maximum amount payable by **Insurer under** this extension is subject to the **Sub-Limit of Liability** specified in the **Schedule**.

#### **2.5 Extended Reporting Period**

If a **Change in Control** occurs during the **Policy Period** then the **Insured** may request an extended reporting period of up to 120 months commencing from the end of the **Policy Period** during which time the **Insured** may notify any **Claim** to **Insurer** provided it results from an act, error or omission committed or allegedly committed prior to the effective date of the **Change in Control**. The **Insured** must request this extended reporting period before the **Policy Period** expires. If the **Insurer** decides to offer an extended reporting period, it may do so on such terms and conditions and for such additional premium as it may reasonably decide.

An extended reporting period granted under this extension shall be non-cancellable and any additional premiums paid shall be non-refundable. This extension is subject to the **Limit of Liability** and does not apply if this **Policy** is cancelled or avoided.

The following extensions are subject to all the terms, conditions and exclusions, including all definitions, of this **Policy**, and shall apply only if they are specifically included in the **Schedule**

#### **2.6 Intellectual Property Rights**

Notwithstanding Exclusion 3.16 in respect of "**Intellectual Property Rights**" the **Insurer** will pay on behalf of the **Insured** the **Loss** which the **Insured** becomes legally liable to pay as a result of a **Claim** alleging that the **Insured** has infringed the **Intellectual Property Rights** in the provision of **Professional Services**.

The Maximum amount payable by the **Insurer** under this extension is subject to the **Sub-Limit of Liability** as mentioned in the **Schedule**. No cover is provided under this extension for **Claims** resulting from any intentional infringement of **Intellectual Property Rights**.

#### **2.7 Fraud & Dishonesty**





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Notwithstanding Exclusion 3.17, in respect of **Fraud and Dishonesty**, the **Insurer** will pay on behalf of the **Insured** the **Loss** which the **Insured** becomes legally liable to pay as a result of a **Claim** alleging fraudulent or dishonest conduct of the **Insured** or their **Agent** in the provision of **Professional Services** and where the **Insured** or their **Agent** is not the actual perpetrator.

No cover is provided under this extension:

(a) to any person, company or other entity who has committed or condoned the fraudulent or dishonest conduct; or

(b) in respect of a **Claim** arising from or in any way connected with loss of **Money**.

The maximum amount payable by the **Insurer** under this extension is subject to the **Sub-Limit of Liability** as mentioned in the Schedule

## 2.8 Pollution

Notwithstanding Exclusion 3.12 in respect of "Pollution", the **Insurer** will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging the presence, discharge, dispersal, release or escape of any **Pollutant** or the cost of removing, nullifying or cleaning up any **Pollutant** in the performance of **Professional Services** in respect of the **Project**.

For this purpose of this coverage the **insurers** intent is to cover loss arising out of sudden and accidental pollution only

The maximum amount payable by the **Insurer** under this extension is subject to the **Sub-Limit of Liability** as mentioned in the Schedule.

## 2.9 Consequential Loss

Notwithstanding Exclusion 3.20 in respect of "**Consequential Loss**", the **Insurer** will pay on behalf of the **Insured** the **Loss** which it is legally liable to pay for consequential losses flowing from property damage in respect of a **Claim** alleging an act, error or omission of the **Insured** in the performance of **Professional Services** in respect of the **Project**. The maximum Amount payable by the **Insurer** under this extension is subject to the **Sub-Limit of Liability** as mentioned in the Schedule.

## 2.10 Pure Economic Loss

Notwithstanding Exclusion 3.20 in respect of "**Consequential Loss**", the **Insurer** will pay on behalf of the **Insured** the **Loss** which it is legally liable to pay for consequential losses which do not flow from **bodily injury** and/or property damage in respect of a **Claim** alleging an act, error or omission of the **Insured** in the performance of **Professional Services** in respect of the **Project**.

The maximum Amount payable by the **Insurer** under this extension is subject to the **Sub-Limit of Liability** as mentioned in the Schedule.

## 2.11 Professional Inquiries

The **Insurer** will pay on behalf of the **Insured** the reasonable and necessary costs and expenses incurred by the **Insured** (but excluding the **Insured's** salaries, wages, fees, commissions, awards, bonuses, travel and accommodation expenses) in preparing for and attending a **Professional Inquiry** provided that:



- (a) such costs and expenses were incurred with the prior written consent of the **Insurer** which consent will not unreasonably be withheld; and
- (b) the notice requiring the **Insured** to attend the **Professional Inquiry** is first served upon the **Insured** during the **Policy Period** and reported to the **Insurer** during the **Policy Period**.
- (c) the notice requiring the **Insured** to attend the **Professional Inquiry** is first served upon the **Insured** and reported to **Insurer** during the **Policy Period**.

The **Insured** shall repay to the **Insurer** all payments of **Professional Inquiry** representation costs and expenses incurred on the **Insured's** behalf if and to the extent it is established that such **Professional Inquiry** representation costs and expenses are not insured in any other clause under the **Policy**.

The maximum amount payable by the **Insurer** under this extension is the applicable **Sub-Limit of Liability as mentioned in the Schedule**.

### **2.12 Loss Rectification & Mitigation**

The **Insurer** will pay to the **Insured** the reasonable direct costs and expenses incurred by the **Insured** in taking action necessary to rectify, or to mitigate the effects of, any act, error or omission of the **Insured** in the performance of **Professional Services** in respect of the **Project** that would otherwise result in a **Claim** covered under the **Policy**, provided always that:

- (a) the **Insured** first discovers such act, error or omission during the **Policy Period** and notifies the **Insurer** of such act, error or omission during the **Policy Period**; and
- (b) the **Insured** notifies the **Insurer** during the **Policy Period** of its intention to take such action and obtains the **Insurer's** written consent prior to incurring any such direct costs or expenses.

In accordance with Claims Condition 5.1, notification under this extension must be given to the **Insurer** and the **Insured** must give the **Insurer** such information and cooperation as it may reasonably require. The maximum Amount payable by the **Insurer** under this extension is subject to the **Sub-Limit of Liability** as mentioned in the **Schedule**.

### **3. Exclusions**

**Insurer** will not cover the **Insured** for any **Loss, Defence Costs** or any other amounts insured under this **Policy** which arise out of or are in any way connected with:

#### **3.1 Contractual Liability & Commercial Risks**

- (a) a contract that the **Insured** has entered into where the **Insured** has assumed liability unless such liability would have attached in the absence of such contract;
- (b) the insolvency, receivership, administration, bankruptcy or liquidation of the **Insured** or any party involved in any project;
- (c) the failure to provide, effect, or maintain any bond, surety or insurance;
- (d) any trading debt incurred by the **Insured**;
- (e) the refund of professional fees; or
- (f) any guarantee given by the **Insured** for a debt





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### 3.2 Personal Injury

death, bodily or mental injury, sickness or disease, emotional distress or mental anguish of any person unless it results directly from an act, error or omission of the **Insured** in the provision of **Professional Services**

### 3.3 Employer's Liability

death, **Bodily Injury**, sickness or disease, emotional distress or mental anguish of any person who is or could be deemed to be an:

- (a) employee of the **Insured**;
- (b) **Agent**; or
- (c) employee or subcontractor of any **Agent** who could in turn be deemed to be an employee of the **Insured**.

This exclusion applies notwithstanding Exclusion 4.1(i) in respect of "Personal Injury".

### 3.4 Retroactive Date

any act, error or omission committed or allegedly committed prior to the **Retroactive Date** specified in the **Schedule**.

### 3.5 Prior Matters

- (a) any **Claim** made, threatened or intimated against the **Insured** prior to the commencement of the **Policy Period**;
- (b) any facts that the **Insured** was aware of before the commencement of the **Policy Period** that might give rise to a **Claim** against the **Insured**;
- (c) any facts reported, or which can be or could have been reported, to an insurer under any insurance policy entered into before the commencement of the **Policy Period**;
- (d) any facts disclosed to any insurer in any proposal for insurance before the commencement of the **Policy Period**; or
- (e) any facts disclosed to **Insurer** in the **Proposal**.

### 3.6 Related Parties

any **Claim** made by or on behalf of:

- (a) one or more **Insured** against another **Insured**;
- (b) a spouse or partner of an **Insured**, a parent of an **Insured**, a parent of a spouse or partner of an **Insured**, a child of an **Insured** or a sibling of an **Insured**;
- (c) any entity which is owned, controlled or managed by any **Insured**; or
- (d) any parent or subsidiary of any **Insured**.

### 3.7 Owners & Occupiers Liability

the ownership, management, control or occupation of immovable property by the **Insured**.

### 3.8 Aircraft & Watercraft

the operation, ownership, maintenance or use of aircraft or watercraft.





### 3.9 War

war and military action which includes without limitation the following:

- (a) war, including undeclared or civil war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;
- (b) warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### 3.10 Terrorism

any actual or threatened act of **Terrorism** or any action taken to, or taken in an attempt to, control, prevent or suppress any act of **Terrorism**.

### 3.11 Radiation & Nuclear

- (a) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- (b) any weapon of war employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter.

### 3.12 Pollution

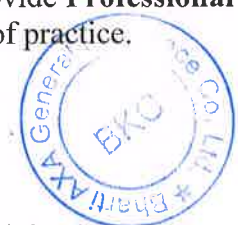
the actual or alleged presence, discharge, dispersal, release or escape of any **Pollutant** or the cost of removing, nullifying or cleaning up any **Pollutant** unless it results directly from an act, error or omission of the **Insured** in the provision of **Professional Services**.

### 3.13 Products & Workmanship

- (a) any defect or alleged defect in any product or goods manufactured, supplied, sold, installed, assembled, repaired, erected or maintained by the **Insured**;
- (b) any cost or expense incurred in withdrawing any product or goods from sale or recalling any product or goods; or
- (c) any construction, assembly, installation or maintenance unless it results directly from an act, error or omission of the **Insured** in the provision of **Professional Services**.

### 3.14 Licensing Inquiries

any prosecution, inquiry, hearing, commission or other investigation in relation to the **Insured** failing to be properly licensed, registered or accredited to provide **Professional Services** as required by any Acts, rules, regulations or industry codes of practice.





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### **3.15 Penalties & Punitive Damages**

**Insurer** will not pay for:

- (a) any fines or penalties; nor
- (b) any exemplary, aggravated, multiple or punitive damages.

### **3.16 Intellectual Property Rights**

any actual, potential or alleged infringement of **Intellectual Property Rights**.

### **3.17 Fraud & Dishonesty**

- (a) any fraudulent, criminal, wilfully reckless, malicious or dishonest act, error or omission including any intentional violation or breach of any law or regulation committed or allegedly committed by the **Insured**;
- (c) (b) any actual or alleged payments, commissions, gratuities, bribes, political contributions, benefits or any other favours to or for the benefit of any domestic or foreign governments, government officials or agents; or any act, error or omission which is uninsurable under the law.

### **3.18 Asbestos**

asbestos, asbestos fibres or derivatives of asbestos.

### **3.19 Jurisdiction**

- (a) legal or regulatory proceedings brought outside of the Jurisdiction;
- (b) the enforcement of any judgment, award or regulatory order obtained within or determined pursuant to the laws of any country or jurisdiction outside of the Jurisdiction; or
- (c) legal or regulatory proceedings in which the laws of any country or jurisdiction outside the Jurisdiction are applicable even if only to a limited extent

### **3.20 Consequential Loss**

The **Insurer** will not pay for any consequential losses other than consequential losses flowing from property damage

### **3.21 Property Damage**

loss, damage or destruction of any real or personal property, including any consequential loss flowing from such loss, damage or destruction unless it results directly from an act, error or omission of the **Insured** in the provision of **Professional Services**

### **3.22 Bodily Injury**

death, bodily or mental injury, sickness or disease, emotional distress or mental anguish of any person unless it results directly from an act, error or omission of the **Insured** in the provision of **Professional Services**.





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#### 4. Claims Conditions

##### 4.1 Notification of Claims

It is a condition precedent to cover under this **Policy** that as soon as the **Insured** becomes aware of a **Claim** or Professional **Inquiry** during the **Policy Period** or the extended reporting period, as applicable, the **Insured**, as soon as reasonable practicable, must notify the **Insurer** in writing of the **Claim** or Professional **Inquiry**.

Where the **Insured** becomes aware of facts that might give rise to a **Claim** against the **Insured**, or a Professional **Inquiry** that might involve the **Insured**, during the **Policy Period** or the extended reporting period, as applicable, then the **Insured** must report those facts in writing to **Insurer** as soon as the **Insured** becomes aware of those facts but before the end of the **Policy Period** in which case any **Claim** or Professional **Inquiry** that subsequently arises out of those reported facts shall be deemed to have been reported to **Insurer** at the time those facts were reported to **Insurer**.

All notifications must be sent to:

Bharti Axa GIC Ltd.  
Commercial Claims  
3rd floor, Spectrum Tower, Rajan Pada,  
Mindspace, Malad West,  
Mumbai, Maharashtra 400064

If the **Insured** reports a **Claim** or Professional **Inquiry**, or facts that might give rise to a **Claim** or Professional **Inquiry**, to the **Insurer** then the **Insured** must give the **Insurer** such information and cooperation as it may reasonably require including but not limited to:

- (i) a description of the **Claim** or Professional **Inquiry**;
- (ii) the nature of the alleged act, error or omission;
- (iii) the nature of the alleged or potential **Loss**;
- (iv) the names of actual or potential claimants; and
- (v) the manner in which the **Insured** first became aware of the **Claim** or Professional **Inquiry**.

##### 4.2 Defence & Settlement

The **Insurer** does not assume any duty to defend. The **Insurer** may, in its absolute discretion, take over the conduct of any investigation, settlement or defence of any **Claim**. It is a condition precedent to cover under this **Policy** that the **Insured** must:

- (a) take all reasonable steps to avert or minimize any loss that might give rise to a **Claim** under this **Policy**;
- (b) not agree to any waiver or limitation of or delay as to their legal rights of recovery against any other party;
- (c) not admit liability, negotiate any settlement, enter into any settlement agreement or incur any **Defence Costs** without the prior written consent of the **Insurer**;
- (d) give the **Insurer** all the information and assistance that the **Insurer** requires for the purpose of investigating:





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- (i) give the cause and consequences of any **Claim**;
- (ii) inform the **Insured's** liability to any party in respect of any **Claim**; and
- (iii) whether the **Insurer** has any liability to the **Insured** under this **Policy** and, if so, the extent of its liability and conducting any **Claim**.

#### 4.3 Other Insurance

If at the time of any **Claim** under the **Policy** there is or would be, but for the existence of the **Policy**, any other policy of indemnity or insurance in favour of or effected by or on behalf of the **Insured**, applicable to such **Claim**, the **Insurer** shall not be liable under the **Policy** to indemnify the **Insured** for such **Claim** or Defence Costs in respect of such **Claim** except insofar as it concerns any excess beyond the amount which would be payable under such indemnity or insurance had the **Policy** not been effected.

#### 4.4 Allocation Clause

In the event the **Insured** is a party to a demand, legal proceedings, inquiry or hearing which is covered only in part by this **Policy**, the **Insured** and the **Insurer** will use their best efforts to agree upon a fair and proper allocation of **Loss, Defense Costs** or any other amount insured under this **Policy** which relate solely to what is covered under this **Policy**.

In the event, an agreement cannot be reached, a Senior Counsel (to be mutually agreed upon by **Insurer** and the **Insured**) shall, as an expert not an arbitrator, determine a fair and proper allocation. Until the Senior Counsel has made his or her determination the **Insurer** may, in its absolute discretion, pay such **Loss, Defense Costs** or any other amount insured under this **Policy** as it considers appropriate. The cost of such Senior Counsel's opinion shall be deemed to be part of **Defense Costs**.

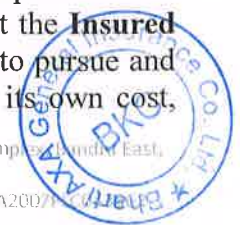
#### 4.5 Insured's Right to Contest a Claim

The **Insurer** shall not require the **Insured** to contest any **Claim** unless a Senior Counsel (to be mutually agreed upon by **Insurer** and the **Insured**) advises that such **Claim** should be contested. In formulating such advice, Senior Counsel shall take into consideration the economics of the matter (including potential **Loss** and **Defence Costs**) and the prospects of the **Insured** successfully defending the **Claim**. The cost of such Senior Counsel's opinion shall be deemed to be part of **Defence Costs**.

In the event the **Insurer** recommends settlement in respect of any **Claim** and the **Insured** does not agree that such **Claim** should be settled, the **Insured** may elect to contest such **Claim** provided always that the liability of **Insurer** shall not exceed the amount for which the **Claim** could have been settled plus **Defence Costs** incurred with the **Insurer's** prior written consent up to the date of such election.

#### 4.6 Subrogation

If the **Insurer** grants indemnity under this **Policy** in respect of any **Claim**, then the **Insurer** shall be subrogated to all the **Insured's** rights of recovery in respect of such **Claim** whether or not payment has in fact been made and whether or not the **Insured** has been compensated in full for their loss. The **Insurer** shall be entitled to pursue and enforce such rights in the name of the **Insured**. Each **Insured** must, at its own cost,





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provide all reasonable assistance to the **Insurer** (including, but not limited to giving information, signing documents and giving evidence) to help enforce those rights.

The **Insured** must not do anything that may prejudice the **Insurer's** position or its potential or actual rights of recovery against any party. Any amounts recovered by the **Insurer** shall be allocated in the following order – recovery costs, uninsured loss, **Limit of Liability** and excess.

#### 4.7 Fraudulent Claims

If the **Insured** gives any notice or makes **Claim** for any **Loss** under the Policy knowing such notice or **Claim** to be false or fraudulent as regards amounts or otherwise, such **Loss** shall be excluded from cover under the **Policy**, and the **Insurer** shall have the right, in its sole and absolute discretion, to avoid its obligations under the **Policy** or void this **Policy** in its entirety, and in such case, all cover for Loss under the **Policy** shall be forfeited, all premium shall be deemed fully earned and non-refundable and the **Insured** shall reimburse the **Insurer** for any payments made under the **Policy**.

#### 4.8 Settlement:

The **Insurer** shall be under no obligation to make any payment to any person other than the **Insured** and shall unless otherwise requested by the **Insured** make payment of any **Losses** insured under this **Policy** the **Insured** and such payment shall constitute a full and complete release and discharge of the **Insurer's** liabilities in respect of all and any such **Loss** whether suffered directly by the **Insured** or not.

### 5. General Conditions

#### 5.1 Material Change to Risk

The **Insured** must as a condition precedent to any entitlement under the **Policy**, within 30 days of a material change to the risk that is the subject of this **Policy**, notify the **Insurer** in writing of that change. Such changes include but are not limited to:

- (a) any material change to the **Professional Services** provided by any **Insured**;
- (b) any acquisition of another company or entity, partnership or business by the **Insured** or any merger by the **Insured** with another company or entity, partnership or business;
- (c) the appointment of a trustee or an administrator, receiver or liquidator including provisional liquidator to any **Insured** or bankruptcy of any **Insured**; or
- (d) cancellation, suspension or imposition of any conditions to the **Insured's** registration with any professional association or licence relevant to the provision of the **Professional Services**.

#### 5.2 Limit of Liability

The maximum amount payable by **Insurer** under this **Policy** for all **Loss, Defence Costs** and other amounts insured under this **Policy** is the **Limit of Liability** specified in the **Schedule**. The **Limit of Liability** is inclusive of any **Defence Costs, Professional**



**Inquiry Costs, Sub-Limits of Liability** and other amounts insured under this **Policy** but does not include costs incurred by the **Insurer** in determining whether the **Policy** provides insurance to the **Insured**.

### **5.3 Excess**

**Insurer** will only pay in respect to each **Loss** (or alleged **Loss**) and associated **Defence Costs** and each **Claim** under the **Policy** for other amounts insured, the amount which is above the **excess** specified in the **Schedule**. This **excess** shall be the first amount borne by the **Insured** and shall remain uninsured.

### **5.4 Third Parties**

A person who is not a party to this **Policy** shall have no right under the Contracts to enforce any of its terms.

### **5.5 Assignment**

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

### **5.7 Governing Law, Jurisdiction and Territory**

This **Policy** is governed by the law in force in India. All matters arising from or relating to the construction or operation of the provisions of this **Policy** shall be submitted to the exclusive jurisdiction of the courts of India.

### **5.8 Policy Interpretation & Construction**

The headings in this **Policy** are for descriptive purposes only and do not form part of this **Policy** for the purpose of its construction or operation. Words used in the singular shall include the plural and vice versa. For the meaning of any words in bold refer to the **Schedule** and Section 7 – Definitions of this **Policy**.

### **5.9 Severability**

i) If any provision of this agreement is invalid, unenforceable or prohibited by law, this agreement shall be considered divisible as to such provision and such provision shall be in operative and the remainder of this agreement shall be valid, binding and of the like effect as though such provision was not included therein.

ii) The parties shall make all reasonable endeavours to agree as far as possible that invalid or illegal terms shall be amended or replaced by valid or legal terms as the case may be, with a similar effect in order to maintain the purpose and continuity of this agreement

### **5.10 Arbitration:**

Any and all disputes or differences which may arise under, out of, in connection with or in relation to this **Policy**, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this **Policy**, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).



In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.

The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.

It is a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or arbitrators shall be first obtained.

In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

#### **5.11 Sanction/Embargoes**

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any **Loss** or **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Loss** or **Claim** or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America and/or any other applicable national economic or trade sanction law or regulations.

#### **5.12 Observance of Terms and Conditions**

The due observance and fulfilment of the terms, conditions and endorsements if any, including the payment of premium under this **Policy** and compliance with specified **Claims** procedure insofar as they relate to anything to be done or complied with by the **Insured** shall be a condition precedent to any liability on the part of the **Insurer** to make any payment under this **Policy**.



## 6. Definitions

### In this Policy:

**6.1 Agent** means a natural person or company or other entity who has a contract with the **named Insured** under which the **named Insured** engages the natural person or company or other entity to act for or on behalf of the **named Insured** in the provision of **Professional Services**.

**6.2. Bodily Injury** means physical injury, sickness, disease or death of a natural person, mental anguish or mental injury or emotional distress or disturbance.

**6.3 Change in Control** means:

- (a) the **named Insured** consolidates or merges with, or sells all or substantially all of its assets to a person, entity or group of persons or entities acting in concert;
- (b) the **named Insured** becomes a subsidiary of another entity or becomes controlled by another entity; or
- (c) an administrator, receiver or liquidator is appointed to the **named Insured**.

**6.4 Claim** means any written demand or legal proceedings for compensation first made against the **Insured** during the **Policy Period** (or the extended reporting period under Extension 2.6, if applicable), and reported to the **Insurer** during the **Policy Period** (or the extended reporting period under Extension 2.6, if applicable), which may result in **Loss, Defence Costs** or any other amounts insured under this **Policy**.

**6.5 Defence Costs** means reasonable and necessary costs and expenses incurred by the **Insurer**, or by the **Insured** but only with **Insurer's** prior written consent which written consent shall not be unreasonably withheld, solely for the benefit of the **Insured** in the investigation, response, appeal, settlement or defence of a **Claim** covered under this **Policy**. **Defence Costs** does not include the **Insured's** salaries, wages, travel or accommodation expenses.

**6.6 Document** means a document of any nature whether written, printed or reproduced by any method, including computer records or electronic data, in the possession or control of the **Insured** or the property of the **Insured** but does not include **Money**.

**6.7 Professional Inquiry** means any inquiry or hearing relating to the provision of **Professional Services** by the **Insured** if findings from such inquiry or hearing could lead to a **Claim** being made against the **Insured** which may be covered under this **Policy**.

**6.8 Professional Inquiry Costs** means legal, assessor's, adjuster's and expert witness costs. **Professional Inquiry Costs** does not include the **Insured's** salaries, wages, travel or accommodation expenses.

**6.9 Insured** means each of the following:

- (a) the **named Insured** as listed in the **Schedule**;







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general insurance

- (b) a past, present or future director, partner or principal of the **named Insured** in the performance of **Professional Services** whilst a director, partner or principal of the **named Insured**;
- (c) any past, present or future employee of the **named Insured** in the performance of **Professional Services** that occurred prior to their last day of employment with the **named Insured**; and
- (d) in the event of the death or incapacity of any employee, director, partner or principal of the **named Insured**, the estate, heirs, legal representatives or assigns of any such employee, director, partner or principal of the **named Insured**.

**6.10 Intellectual Property Rights** means all existing and future intellectual property rights throughout the world in whatever media, whether registered or unregistered and whether or not capable of registration, including but not limited to all copyright, patents, trade marks, trade names, domain names, brand names, slogans, logos, emblems and designs (and all applications or renewals for the protection or registration of these rights) together with all confidential information including trade secrets, know-how, formulae, methods, routines and other proprietary technology.

**6.11 Insurer** means the **Insurer** and the co insurers mentioned in the **Schedule**

**6.12 Loss** means:

- (a) damages or claimant's costs or both payable by the **Insured** pursuant to an award or judgment entered against the **Insured**;
- (b) settlements negotiated by the **Insurer** and consented to by the **Insured**; or
- (c) settlements negotiated by the **Insured** but only with the prior written consent of **Insurer**.
- (d) Defence Costs.

**Loss** does not include amounts uninsurable at law, fines or penalties, exemplary, aggravates, multiple or punitive damages, regular or overtime wages or salaries or travel or accommodation costs incurred in assessing, investigating, dealing with or assisting others to deal with the **Claim as well as taxes**.

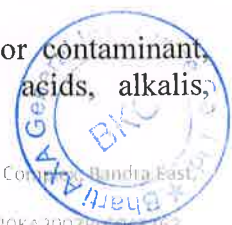
All **Loss** attributable to one source or originating cause is deemed to be one **Loss**.

**6.13 Money** means money, negotiable instruments, shares, bonds, coupons, stamps, bank or currency notes, or precious metals.

**6.14 Policy** means this policy wording, any endorsements to it, the **Schedule** and the **Proposal**.

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

**6.16 Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, noise, acids, alkalis,





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compounds, chemicals, asbestos including derivatives, mould or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**6.17 Premium** means the amount payable by the **Insured** for this **Policy** including any applicable charges as advised by **Insurer**.

**6.18 Professional Services** means one or more of the following services in respect to the project declared:

- (a) design, including advice in relation to design, in accordance with all relevant building Codes and Standards;
  - (b) drafting;
  - (c) technical calculation;
  - (d) specification;
  - (e) project management;
  - (f) construction management;
  - (g) feasibility studies;
  - (h) programming and time flow management;
  - (i) quantity surveying;
  - (j) surveying;
- and
- (k) training in respect of (a) to (j) above,  
provided it is performed by or under the direct supervision of:
    - (i) a properly qualified (and where applicable registered) engineer, architect, surveyor or quantity surveyor;
    - (ii) any other person providing a professional service of a skilful character according to an established discipline, whether such person is an employee of the **Insured** or is working under the control of the **Insured** or its **Agent**.
- (l) Cost estimates
  - (m) Cash flow forecasts
  - (n) Geotechnical services
  - (o) working drawings
  - (p) flow sheets
  - (q) Drafting contract conditions
  - (r) Quantity estimates
  - (s) Quality control and assurance
  - (t) Site inspection
  - (u) Technical Calculation
  - (v) Authorising progress payments
  - (w) Administrating retention fund
  - (x) Supervision of commissioning
  - (y) Issuing variation orders
  - (z) Settling contractual claims
  - (zi) Certifying final payment / completion
  - (zii) Agreeing clearing, forwarding and customs dues

**Professional Services** does not mean performance or supervision of construction related activities either on-site or off-site including temporary works, poor craftsmanship, poor

quality material, assembly, installation, maintenance, programming, time flow management, environmental protection, workplace health and safety or industrial relations by the **Insured** or its **Agent**, where such performance or supervision would normally be undertaken by a building contractor.

**6.19 Proposal** means the proposal form, declaration and any other information submitted by the **Insured** in proposing for this insurance which has enabled the **Insurer** in considering whether and on what terms to offer this insurance.

**6.20 Retroactive Date** is the date specified in the **Schedule** from when any act, error or omission committed or allegedly committed is covered under the **Policy**.

**6.21 Schedule** means the schedule attached to this **Policy** and signed by an authorized representative of **Insurer**.

**6.22 Terrorism** means an act or acts by any person or group of persons or government causing or threatening to cause any harm of any nature for political, religious, ideological, ethnic or similar purpose and/or to intimidate or influence any government or the public or any section of the public.

**6.23 "Project"** means the works described in the **Schedule**

**6.24. "Limits of liability"** means "The maximum amount payable by the **Insured** under the **Policy**. The **Limit of Liability** is inclusive of **Sub-Limits of Liability** and any other amounts insured under the **Policy**

**6.25. Property Damage** means loss, damage or destruction of any real or personal property, including any consequential loss flowing from such loss, damage or destruction

### Grievance Redressal Procedure

The Company is committed to extend the best possible services to its customers. However, if Insured/Insured person have a grievance that he/she wish to redress, he/she may contact the company with the details of their grievance via:

- Website: [WWW.bharti-axagi.co.in](http://WWW.bharti-axagi.co.in)
- Email : [customerservice@bharti-axagi.co.in](mailto:customerservice@bharti-axagi.co.in)
- Phone: 080-49123900
- Courier: Any of the Company's Branch Office or corporate office





Insured/Insured Person may also approach the grievance cell at any of the Company's branches with the details of the grievance during working hour from Monday to Friday

#### Escalation Level 1

For lack of response or if the resolution still does not meet the expectations through one of the above method, Insured/Insured Person may contact the Company's head of Customer Service at

Bharti AXA General Insurance Company Limited,  
Spectrum Towers, 3rd floor, Malad Link Road,  
Malad (west), Mumbai- 400064

#### Escalation Level 2

In case of Insured/Insured Person has not got his/her grievances redressed by the company within 14 days, or, If Insured/Insured Person is not satisfied with Company's redressal of the grievances through one of the above methods, they may approach the nearest Insurance Ombudsman for resolution of their grievance. The Contact details of Ombudsman offices are mentioned below. Policy holder may also obtain copy of IRDAI circular number 1385\_GI-2002\_ENG dated 26-04-2002, notification on Insurance Regulatory and Development Authority (Protection of Policy holder's interest) Regulations, 2002 from any of our offices



# बिमाकर्ताओं की कार्यकारी परिषद कार्यालय Office of the Executive Council of Insurers

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## EXECUTIVE COUNCIL OF INSURERS

EXECUTIVE COUNCIL OF INSURERS,  
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Shri M.M.L. Verma, Secretary General  
Smt Moushumi Mukherji, Secretary

## NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

Office Details	Jurisdiction of Office Union Territory, District)	Date Of Taking Charge
<b>AHMEDABAD</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a> (mailto:bimalokpal.ahmedabad@ecoi.co.in)	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	
<b>BENGALURU - Smt. Neerja Shah</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a> (mailto:bimalokpal.bengaluru@ecoi.co.in)	Karnataka.	23/04/2018



Office Details	Jurisdiction of Office Union Territory, District)	Date Of Taking Charge
<b>BHOPAL - Shri Guru Saran Shrivastava</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in (mailto:bimalokpal.bhopal@ecoi.co.in)	<p style="text-align: center;">Madhya Pradesh Chattisgarh.</p>	<p style="text-align: center;">24/05/2018</p>
<b>BHUBANESHWAR</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in (mailto:bimalokpal.bhubaneswar@ecoi.co.in)	<p style="text-align: center;">Orissa.</p>	
<b>CHANDIGARH - Dr. Dinesh Kumar Verma</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 – 2708274 Email: bimalokpal.chandigarh@ecoi.co.in (mailto:bimalokpal.chandigarh@ecoi.co.in)	<p style="text-align: center;">Punjab, Haryana, Himachal Pradesh, Jammu &amp; Kashmir, Chandigarh.</p>	<p style="text-align: center;">16/04/2018</p>
<b>CHENNAI - Shri M. Vasantha Krishna</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 – 24333664 Email: bimalokpal.chennai@ecoi.co.in (mailto:bimalokpal.chennai@ecoi.co.in)	<p style="text-align: center;">Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).</p>	<p style="text-align: center;">03/05/2018</p>
<b>DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in (mailto:bimalokpal.delhi@ecoi.co.in)	<p style="text-align: center;">Delhi.</p>	



Office Details	Jurisdiction of Office (Union Territory, District)	Date Of Taking Charge
<b>GUWAHATI - Shri Kiriti .B. Saha</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in (mailto:bimalokpal.guwahati@ecoi.co.in)	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	02/05/2018
<b>HYDERABAD - Shri I. Suresh Babu</b> 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 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in (mailto:bimalokpal.hyderabad@ecoi.co.in)	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.	11/06/2018
<b>JAIPUR - Smt. Sandhya Baliga</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in (mailto:bimalokpal.jaipur@ecoi.co.in)	Rajasthan.	13/04/2018
<b>ERNAKULAM</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in (mailto:bimalokpal.ernakulam@ecoi.co.in)	Kerala, Lakshadweep, Mahe-a part of Pondicherry.	
<b>KOLKATA -</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in (mailto:bimalokpal.kolkata@ecoi.co.in)	West Bengal, Sikkim, Andaman & Nicobar Islands.	



Office Details	Jurisdiction of Office Union Territory, District)	Date Of Taking Charge
<p><b>LUCKNOW</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in (mailto:bimalokpal.lucknow@ecoi.co.in)</p>	<p>Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabinagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>	
<p><b>MUMBAI - Shri Milind A. Kharat</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in (mailto:bimalokpal.mumbai@ecoi.co.in)</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</p>	<p>04/05/2018</p>
<p><b>NOIDA</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in (mailto:bimalokpal.noida@ecoi.co.in)</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>	
<p><b>PATNA</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in (mailto:bimalokpal.patna@ecoi.co.in .)</p>	<p>Bihar, Jharkhand.</p>	
<p><b>PUNE</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in (mailto:bimalokpal.pune@ecoi.co.in)</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>	

