

CUSTOMER INFORMATION SHEET

This document provides only key information about your policy. Please refer to the policy document for detailed terms and conditions.

SI. No	Title			cable Policy Clause Number in next umn)	Policy / Clause Number
1	Product Name	Errors and Omissions Insurance Policy			NA
2	Unique Identificatio n Number (UIN) allotted by IRDAI	IRDAN132RPLB0057V02202324			NA
3	Structure	Indemnity		NA	
4	Interests Insured	The company will cover your losses arising from claims related to professional services against your business for mistakes you made or services you failed to provide, provided the claims are first made during the policy period or the extended reporting period. The claim must be reported to the company in writing, as specified in section 5 - Reporting and Notice of the policy.			NA
5	Sum Insured / Motor Insured Declared Value Scope	<<< INR XXX>>>		NA	
6	Policy Coverage	The policy will indemnify the insured against the claim for compensation arising out of a breach of professional duty by way of the negligent act, error or omission of the insured during the course of his profession. In addition, the policy pays the defence cost, subject to maximum Limit of Liability.			CLAUS E 1
7	Add-on Cover / Optional Cover	No Add-ons available under this product.			NA
	Loss Participation	<< <inr xx="">>> Illustration</inr>			
			Description	Amount	NA.
			Policy SI	INR 1,00,00,000	
8			Claim Amount:	INR 57,00,000	
			Policy Deductible: 5% of the claim amount, applicable on each and every claim	INR 2,85,000	
			Net Payable amount	INR 54,15,000	
9	Exclusions	The Company shall not be liable for Loss on account of any Claim:			CLAUS E 3



- 1.1. Based upon, arising from, or in consequence of any circumstance if notice of such circumstance has been given under any policy of which this policy is a renewal or replacement or which it may succeed in time;
- 1.2. Based upon, arising from, or in consequence of any demand, suit or other proceeding pending against, or order, decree or judgment entered for or against any Insured on or prior to the Pending or Prior Date set forth in Item 8 of the Schedule or the same or substantially the same fact or circumstance underlying or alleged therein;
- 1.3. Based upon, arising from, or in consequence of any express or implied, written or verbal, guarantee or warranty made in connection with Professional Services;
- 1.4. for bodily injury, sickness, disease or death of any person, or damage to or destruction of any tangible property, including loss of use thereof, whether or not it is damaged or destroyed;
- 1.5. For any liability of others assumed by the Insured under any contract, including without limitation any contract formed electronically, except to the extent that such liability would have attached to the Insured even in the absence of such contract:
- 1.6. Based upon, arising from, or in consequence of defamation, invasion of privacy, assertion or infringement of copyright, patent, service mark, trade name, design right or trade mark, whether registrable or not, or misappropriation of ideas or trade secrets or know how or any assertion or infringement of any intellectual property right;
- 1.7. Based upon, arising from, or in consequence of the actual or alleged violation of any law anywhere in the world pertaining to discrimination of Employees;
- 1.8. Based upon, arising from, or in consequence of Pollution;
- 1.9. Based upon, arising from, or in consequence of an Antitrust Claim
- 1.10. Based upon, arising from, or in consequence of a Financial Impairment;
- 1.11. For an actual or alleged violation of the responsibilities, obligations or duties imposed by the USA Employee Retirement Income Security Act of 1974, the Indian Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Indian Employees State Insurance Act, 1948, the Indian Payment of Bonus Act, 1965, the Indian Payment of Gratuity Act, 1972, the Indian Maternity Benefits Act, 1961, the Indian Factories Act, 1961, all as amended, or similar provisions of any law anywhere in the world as respects any pension, profit sharing, health and welfare or other employee benefit plan or trust established or maintained for the purpose of providing benefits to employees of the Insured Organisation;
- 1.12. Brought or maintained by or on behalf of any Insured;
- 1.13. Based upon, arising from or in consequence of the performance or failure to perform Professional Services for:
 - a. Any Insured;
 - b. Any entity which is under common ownership or control with any Insured Organisation;
 - c. Any natural person or entity who or which, directly or indirectly, owns or controls any entity included within the definition of Insured; or

- d. Any entity of which any Insured is a director, officer or partner;
- 1.14. Based upon, arising from or in consequence of an actual or alleged violation of the USA Securities Act of 1933, the USA Securities



- Exchange Act of 1934, any rules or regulations of the USA Securities and Exchange Commission promulgated thereunder, any other statute relating to securities, or any rules or regulations promulgated thereunder, in the United States of America, India or anywhere else in the world; all as amended;
- 1.15. Based upon, arising from or in consequence of any deliberate conflict of interest, dishonest, deliberately fraudulent or deliberately criminal act or omission or any wilful violation or breach of any law or regulation by such Insured, if any judgment, determination or other final adjudication establishes such a deliberate conflict of interest, dishonest, deliberately fraudulent or deliberately criminal act or omission or wilful violation or breach; or
- 1.16. Based upon arising from or in consequence of any Insured having gained in fact any profit, remuneration or advantage to which such Insured was not legally entitled.
- The Company shall not be liable for Loss other than Defence Costs resulting from any Claim based upon, arising from or in consequence of any Claim (or portion of a Claim) for non- monetary relief or for enforcement of any order for, grant of or agreement to provide nonmonetary relief.
- 3. With respect to the exclusions in this policy, in order to determine if coverage is available:
 - a. No fact pertaining to or knowledge possessed by any Insured Person shall be imputed to any other Insured Person; and
 - b. only facts pertaining to and knowledge possessed by any past, present or future president, chief executive officer, chief financial officer, inhouse general counsel, risk manager, managing director, chairperson, or equivalent position in any jurisdiction, of an Insured Organisation shall be imputed to such Insured Organisation.
- 4. Any legal liability incurred pursuant to or under any form of legal (including arbitration) or regulatory proceedings brought in the United States of America or Canada or outside of the United States of America or Canada by a country applying the law of the United States of America or Canada, or to seek enforcement or upholding of a judgment, award or order made in the United States of America or Canada or pursuant to the law of the United States of America or Canada, unless specifically covered.
- 5. War, whether war be declared or not, invasion, act of foreign enemy, hostilities, civil war, insurrection, rebellion, revolution, mutiny, military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion, martial law or loot, sack or pillage in connection therewith, confiscation or destruction by any government or public authority or any act or condition incidental to any of the above.
- 6. Any liability, duty or obligation incurred or assumed by the Insured which is not incurred or assumed in the normal conduct of the Profession.
- 7. Bodily injury, mental anguish or emotional distress, sickness, disease or death or damage to or destruction of any property, including loss of use thereof not arising in the course of the Profession.
- 8. The sale, supply, manufacture, installation, recall, repair, alteration, fabrication, or removal of any goods or products.



- 9. Any actual or alleged unfair competition or any actual or alleged passing off or infringement of patent, copyright, design, trademark, service mark, trade name or slogan.
- 10. Any claim by or against or in connection with any person or organisation which is directly or indirectly owned, controlled, operated or managed by an Insured; which owns, controls, operates or manages an Insured, or as to which any Insured is a partner, consultant or employee, unless such claim is instigated and continued totally independently of, and totally without the solicitation, assistance, active participation or intervention of any Insured.
- 11. Any liability arising solely out of any Insured's status as, or activities in the capacity of, an officer, director, partner, holder of a similar elective or appointive management position, or stockholder of any partnership, joint venture or other organization (including any employee trust, charitable organization or business); provided, however, that this exclusion shall not apply to any liability (including vicarious liability) of an Insured which, as a result of conducting the Profession, would attach irrespective of such status or capacity.
- 12. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear component thereof; any nuclear reactor, nuclear power station or plant, premises or facilities whatsoever related to or concerned with the production of nuclear energy or the production or storage or handling of nuclear fuel or nuclear waste; or any other premises or facilities eligible for insurance by any local nuclear pool and/or association.
- 13. Arising out of an Insured's activities in the capacity of an elected public official or as an employee of a governmental body, subdivision or agency thereof, unless the Insured is deemed an employee solely by virtue of the rendering of services in the course of the Profession to such governmental body, subdivision or agency thereof, and the remuneration for such services inures to the account of the Insured named in the Schedule.
- 14. Any agreed assumption of liability save to the extent that such liability would have existed but for such agreement, except for Doctors.
- 15. Any warranty, guarantee or estimate with respect to fees, costs, expenses, quantities, duration, or date of completion, or the non-payment of fees, costs or expenses.
- 16. Any loss of or damage to property in the Insured's care, custody or control, or damage to, or mislaying or loss of any document (of any nature whatsoever) whether written, printed or reproduced by any other method, or any computer- based or electronically stored information or material entrusted to or in the care, custody or control of the Insured.
- 17. Any Claim by one Insured against another Insured.
- 18. Any Claim regarding the failure or omission to effect and/or maintain insurance.
- 19. Any Claim regarding the insolvency or bankruptcy of any Insured.
- 20. Any Claim for any actual or alleged libel, slander or other defamatory or disparaging material or any actual or alleged publication of material that violates an individual's right of privacy.



		 21. Any Claim arising out of asbestiform talc, asbestos, diethylstibesterol (DES), dioxin, urea formaldehyde, or acquired immune deficiency syndrome (AIDS). 22. Loss arising out of professional services rendered by the Insured for the Insured's spouse or any other member of the Insured's immediate family. 		
10	Special Conditions and warranties (if any)	< <as per="" policy="" schedule="">>></as>		
11	Admissibility of Claim	Broad principle of Admissibility or Denial of claim Insurance is a contract between 2 entities & loss governing contracts as well as tort shall be underlying guideline for admission or denial of claim. Further specific terms and conditions as well as warranties incorporated in the contract shall also play a major role Insured is expected to exhibit reasonable duty of due care and diligence failing with a claim may get rejected. Insurance is a contract of utmost good faith and any misdeclaration or omission to state material facts can prejudice a claim. Sample Claim Calculation Particulars Amount (in INR) Gross loss assessed 1,000,000 Less: excess 50,000 Net assessed 950,000	NA	
12	Policy Servicing – Claim Intimation and Processing	 Toll free / IVRS number: 1800 220 233 / 1860-500-3333 / 022-67837800 Website: https://generalicentralinsurance.com Email: GCIClaims@generalicentral.com Details of designated company officials to be contacted in time of claim – 	NA	



Address: Generali Central Insurance Company Limited., Unit 801 and 802, 8th floor, Tower C, Embassy 247 Park, L.B.S. Marg, Vikhroli (W), Mumbai - 400 083>>> Details of procedure to be followed for reimbursement of claim - Intimate claims immediately upon occurrence of any event. - To intimate claim, send email to GCIClaims@generalicentral.com or call at our helpline number 1800-220-233/1860-500-3333. - Customer to use the same claim number for all communications. - Surveyor appointment as per regulatory guidelines. - Preserve all records of damages, purchases invoices, reinstatement invoices, reports of police and other authorities concerned, photographs & any other documents may be called for. - Do not take any actions that may compromise your claim as well as deny any opportunity to assess the claim. - Upon completion of all formalities, Insurance company shall confirm decision on acceptance of liability. - If claim is admissible and KYC/AML documents are already available with Insurer; claims payment shall be processed by NEFT mode of payment. Turn Around Time (TAT) for claims settlement S. Times lines for settlement of claims Stages of claim No Appointment of Immediately, in any case within 24 1. surveyor, if hours of the receipt of intimation from applicable. the insured Submission of within 15 days of appointment subject to 2. survey report all documents required to conclude assessment being submitted on the same day of intimation. If else, 15 days from the receipt of last document Settlement of Within 7 days of receipt of survey report 3 claim or 22 days from submission of all documents required to assess a claim. Escalation Matrix when TAT satisfied: is not generalicentralinsurance.com/customer-service/grievance-redressal State the brief details of Protection of Policyholder's Interest https://generalicentralinsurance.com/policies Grievance Redressal Details of Grievance Redressal Officer of the Insurer -13. and Policy gcicare@generalicentral.com NA holders Bima Bharosa Portal - bimabharosa.irdai.gov.in Protection Ombudsman - https://www.cioins.co.in/Ombudsman Obligations To disclose all information correctly sought by the insurer at time of 14. of the NA filling the proposal form Policyholder



- In case of any change / modification / addition to the already declared information the same shall be brought to the notice of the Insurer immediately
- Non-disclosure of material information may affect the claim settlement.

Material information is very subjective and below are few examples:

- Type of Profession
- Exposure outside India
- Revenue

Declaration by the Policyholder.

I have read the above and confirm having noted the details.

Place:

Date: (Signature of the Policyholder)

(Authorized Signatory, where policyholder is a juridical person)

(Stamp of the legal entity)

Note:

- i. Website link for documents: https://generalicentralinsurance.com/customer-service/downloads
- ii. In case of any conflict, the terms and conditions mentioned in the policy document shall prevail.

Generali Central Insurance Company Limited (Formerly known as Future Generali India Insurance Company Limited) | Registered Office: Unit No. 801 & 802, 8th Floor, Tower C, Embassy 247 Park, LBS Marg, Vikhroli (West), Mumbai – 400083 | IRDAI Regn. No.: 132 | CIN: U66030MH2006PLC165287 | Website: https://generalicentralinsurance.com | Email ID: gcicare@generalicentral.com | Toll-

UIN: IRDAN132RPLB0057V02202324

free Phone: 1800 220 233 / 1860 500 3333/ 022 6783 7800