UNITED INDIA INSURANCE COMPANY LIMITED

JANATA SHOPPING CENTRE, SECOND FLOOR,NAVI PETH
SOLAPUR - 413007 MAHARASHTRA
PHONE: (0217) 2326826 FAX: EMAIL:

ERRORS AND OMISSIONS POLICY
POLICY NO.:1612012721P105850981

PERIOD OF INSURANCE
From 15:00 Hrs of 02/09/2021
To Midnight of 01/09/2022

Insured

M/s M.M. PATEL CHARITABLE TRUSTS
ASHWINI RURAL HOSPITAL RESEARCH CENTER; GAT.NO.261,262 A/P - KUMBHARI,TAQ -SOUTH SOLAPUR,DIST SOLAPUR
SOLAPUR
413221
MAHARASHTRA

IMPORTANT NOTICE: KINDLY UPDATE YOUR AADHAAR NO. AND PAN/FORM 60. PLEASE IGNORE IF ALREADY UPDATED.

Agent Name	: KEDAR SWANNE M
Agent Code	: AGD0046916
Mobile/Landline Number/Email	: 9422652288 kedarswanne@rediffmail.com

The genuineness of the policy can be verified through "Verify Your Policy" link at www.uiic.co.in.

For any Information, Service Requests, Claim intimation and Grievances please write to 161201@uiic.co.in

Download Customer App(www.uiic.co.in). REGD. & HEAD OFFICE, 24, WHITES ROAD, CHENNAI - 600014.
Website: http://www.uiic.co.in
Printed By : KON47032 @ 17/09/2021 3:36:50 PM

ERRORS AND OMISSIONS POLICY SCHEDULE

Policy No.	1612012721P105850981	Prev. Pol. No.	1612012720P106081274		
Name Of Insured/ID	M/s M.M. PATEL CHARITABLE TRUSTS/23017679895				
Tel.(O)		Fax	Tel.(R)		Mobile 9822848373
Business/Occupation	Businessman/Industrialist Large Scale		Email	mmpatelashwinihospital@yahoo.com	
Period of Insurance	From	15:00 Hrs of 02/09/2021	To	Midnight of 01/09/2022	
Retroactive date	01/09/2015				

CO-INSURANCE DETAILS:	UIIC 161201 : 100%
Net Premium:	Fifty-five thousand six hundred fifty-seven rupees only

Territory(Geographical Limits):-INDIA	**Jurisdiction**:- SOLAPUR

Subsidiaries:-

Details Of Business:	HOSPITAL & RESEARCG CENTER
AOA(₹):	500,000.00
AOY(₹):	1,500,000.00

Cover Details:-

Cover	Sum Insured(₹)	Premium(₹)
IndemnityCover	1,500,000.00	3,000.00
ErrorsAndOmissionsBasicCover	1,500,000.00	52,657.00

No of unqualified employees in Medical Establishments	No of In Patients	No of Out Patients
50	5280	26257

Location Details	Type Of Medical Establishments	Location Description
A/P.KUMBHARI,TAL.SOUTH SOLAPUR,DIST.SOLAPUR	Hospital	SOLAPUR

Indemnity Premium:	₹ 3,000.00
In Patient Premium :	₹ 26,400.00
Out Patient Premium :	₹ 26,257.00
Gross premium:	₹ 55,657.00

Underwriting Remarks	False

Net Premium	₹	55,657.00
CGST(9%)	₹	5,009.00
SGST(9%)	₹	5,009.00
Stamp Duty	₹	1.00
Total	₹	65,675.00
Receipt No.		10116120121106270979
Receipt Date:		15/09/2021

Agency/Broker Code:	AGD0046916
Dev.Officer Code:	

Customer GST/UIN No.:	27AAATM7736M1Z1	**Office GST No.:**	27AAACU5552C1ZJ
SAC Code:	997139	**Invoice No. & Date:**	27211105850981 & 15/09/2021
Amount Subject to Reverse Charges-NIL			

Anti Money Laundering Clause:-In the event of a claim under the policy exceeding ₹ 1 lakh or a claim for refund of premium exceeding ₹ 1 lakh, the insured will comply with the provisions of AML policy of the company. The AML policy is available in all our operating offices as well as Company's web site.

LET US JOIN THE FIGHT AGAINST CORRUPTION. PLEASE TAKE THE PLEDGE AT https://pledge.cvc.nic.in.

Date of Proposal and Declaration: 02/09/2021
IN WITNESS WHEREOF,the undersigned being duly authorised has hereunto set his/her hand at BO SOLAPUR 161201 on this 15th day of September 2021.

For United India Insurance Co. Ltd.

Authorised Signatory
Underwritten By - BHO47098 (BO UNDERWRITER) , Approved By - HAV26117(DO UNDERWRITER)

देविदास कोनापुरे
प्रशासनिक अधिकारी
DEVIDAS KONAPURE
Administrative Officer

Policy No: 1612012721P105850981

ERRORS & OMISSIONS INSURANCE POLICY FOR MEDICAL ESTABLISHMENTS

1. OPERATIVE CLAUSE:

WHEREAS the insured named in the Schedule hereto and carrying on the business/profession described in the said Schedule has applied to the United India Insurance Company Limited [hereinafter called 'the Company] for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract as is deemed to be incorporated, herein and has paid the premium as consideration for or on account of such indemnity.

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

2. INDEMNITY

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

(i) the insured as stated in the Schedule

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

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

PROVIDED ALWAYS THAT

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

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

For the purpose of determining the Indemnity granted.

(a) 'Policy Period' means the period commencing from twelve midnight following the date of acceptance of risk and payment of the premium and terminating at midnight on the expiry date as shown in the Policy Schedule.

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

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

3 LIMIT OF INDEMNITY:

Company's total liability to pay Compensation claimant's costs, fees and defence costs shall not exceed the limit of Indemnity stated in the schedule Indemnity Limit applies to any one claim or series of claims arising from one originating cause. Indemnity Limit shall represent the total amount of Company's liability during the policy period.

4. DEFENCE COSTS:

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

5. (a) NOTIFICATION EXTENSION CLAUSE:

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

subject to the maximum time limit laid down under the Indian Limitations Act in force from time to time.

(b) **EXTENDED CLAIM REPORTING CLAUSE:**

The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Companys short period rates provided no claim has occurred upto the date of cancellation.

6. CLAIMS SERIES CLAUSE:

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

7. COMPULSORY EXCESS/DEDUCTIBLE:

The Insured shall bear for each and every claim a Compulsory Excess/Deductible of 1/2% of the Limit of Indemnity per any One Year as shown in the schedule subject to minimum of Rs. 5000/- and maximum of Rs. 1 lac.

8. VOLUNTARY EXCESS/DEDUCTIBLE:

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

9. EXCLUSIONS:

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

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

(ii) Infringement of plans, copyright, patent, trade name, trade mark, registered design.

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

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

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

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

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

(g) liabilities attaching under contract of employment (employers' liabilities).

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

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

(j) fines, penalties punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.

(k) any happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

(l) losses directly or indirectly caused by or contributed by

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

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

(m) Earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon hurricane, tornado, cyclone or other similar convulsion of nature and atmospheric disturbance.

(n) any loss and/or damage and/or injury which has its origin in a neglect, error or omission prior to the Retroactive Date mentioned in the Schedule.

(o) the non-compliance with technical standards commonly observed in professional practice, laid down by law, or regulated by official bodies.

(p) loss of use and/or loss due to delay.

(q) Ownership and/or conduct any other business or activities wholly or partly owned/operated or managed except the business described in the Schedule.

(r) arising from exceeding higher estimates and costs from not adhering to deadlines in completing the construction of project or part thereof and from defective accounts or control of accounts.

(s) inadequate quantities/qualities or arranging or handling the supply of material.

(t) activities of the Insured as joint venture or as partner unless such joint venture and/or partnership is described in the Schedule; the liability of the Company being limited to the extent of participation/share in the business so named.

(u) any contract where the Insured acts as a construction contractor whether or not in conjunction with his/their profession as stated in the Schedule.

(v) Liabilities arising out of pollution and/or contamination whatsoever nature.

(w) claims for losses as a consequence of material or construction damage, such as eq. loss of production of all kinds, loss for inferior performance, poor quality or lower profitability and additional futile expenditure of the principal to reach normal performance, quality or profitability.

(x) claims for damage caused by motor vehicles, sea vessels or aircraft.

10. CONDITIONS:

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

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

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

(d) The Insured shall give all such information and assistance as the company may reasonably require.

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

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

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

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

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

(j) **Cancellation Clause**

The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his la known address in which case the Company shall return to the insured a proportion of the last premium corresponding the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel th policy and in such event the Company shall allow refund of premium at Companys short period rates provided no claim has occurred upto the date of cancellation.

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

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

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

(n) No claim shall be payable under this policy unless the cause of action arises in India and the Liability to pay claim is established against the insured in an Indian Court. It is further agreed and understood that only Indian Law shall be applicable to any such action.

(o) **Policy disputes Clause**

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

Communicable Disease Exclusion Clause:
1. Notwithstanding any provision, clause or term of this insurance contract to the contrary, this insurance Contract excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):
1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto, and
1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.
2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:
2.1 the disease includes, but is not limited an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and
2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and
2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission,

bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and
2.4 the disease, substance or agent is such:
2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or
2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property. For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.
3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:
3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or
3.2 change in consumer behaviour, or
3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this insurance Contract. .
4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this [insurance Contract] that is affected by such Communicable Disease.
5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this insurance Contract (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this insurance Contract] by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) any change in the law, clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this insurance Contract that would otherwise be excluded through the exclusion set forth in this [Endorsement][Clause].
6. If the insurer alleges that by reason of this [Endorsement][Clause] any amount is not covered by this insurance Contract the burden of proving the contrary shall rest in the insured.

Pandemic /Epidemic Specific Exclusion Clause:
Notwithstanding any provision, clause or term of this Contract, this insurance Contract excludes any first party and/or third party actual or alleged loss, injury, sickness, disease, death, medical payment, defence cost, cost, damage, liability, claim, fines, penalty, compensation, expenses or any amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, arising out of (this includes all other terms commonly used and/or understood to reflect or describe, direct or indirect nexus and/or connection between one thing and another), intentional or unintentional violation of
a. The provisions of Disaster Management Act, 2005 as amended from time to time
b. The provisions of The Epidemic Diseases Act 1897 as amended from time to time
c. The provisions of any act dealing with public health and/or public safety
d. The rules, regulations, orders, guidelines, policies, notification etc issued from time to time under any of the above acts.
'Policy form - Claims made with right to defend.'

United India Insurance Company Limited

24, Whites Road ,Chennai - 600 014 ,Website : http://www.uiic.co.in

Money Receipt

Voucher No.:	10216120121102967728	Payment ID:	121161201104210631
Voucher Date:	01/09/2021	Transaction Date:	01/09/2021
Issuing Office Code, Name and Address:		161201 BO SOLAPUR	
JANATA SHOPPING CENTRE, SECOND FLOOR,NAVI PETH413007			

Sl.No	Product Tr.Cd.	Policy/Endt/Claim Year Number	Intermediary/ Customer/ Employee	Bank Name and Drawee Branch Name	Cheque No. and Date	Account Description Narration	Main Acct Sub Acct	Amount Rs	Ps
1	T02		23017679895	HDFC BANK LTD. SOLAPUR - MAHARASHTRA	000129 31/08/2021	COLLECTIONS CHEQUES ON HAND	9111120000 0	65675	00

Received with thanks from:
M.M. PATEL CHARITABLE TRUSTS,SOLAPUR

Rs. Sixty-five thousand six hundred seventy-five rupees only

Page Total: 65675 00

Grand Total: 65675 00

Signature of Recipient

RAJ47091
01/09/2021
3:37:02 PM

Narration:
Towards prem[illegible]m
Scroll | | M.M.
PATEL
CHARITABLE
TRUSTS,S, 2724,
65675.00, LAP

GSTIN (UIIC) :
27AAACU5552C1ZJ

Approv[illegible] By

Cheque Signed By

Tag-OK