

MISCELLANEOUS PROFESSIONAL INDEMNITY POLICY

Claim Form

Notification of Loss or Damage

(The issuance/acceptance of this form is not to be taken as an Admission of Liability)

POLICY NO: _____
 (To be entered by Insured)

CLAIM NO: _____
 (For Company Use)

1.A	DETAILS OF INSURED	
	i) Name	
	ii) Address for correspondence including Pin code.	
	iii) Contact Number.	
	iv) Email Id	
	v) Period of Insurance	
	vi) Retroactive Date	
	vii) Limit of Liability under the Policy	
	viii) Do you have any other insurance policies covering in respect to the same incident? If yes, give details of insurer, policy no., etc.	
1.B	DETAILS OF THE CLAIMANT	
	i) Full name & address of the claimant or potential claimant. (i.e. the party making the claim or potential claim against the Insured)	
	ii) Insured's relation with the claimant	
	iii) Description of the claim including a description of the allegations made by the claimant	

2.	PARTICULARS OF LOSS	
	i) Date & Time Date on which intimation of the claim was first made against the Insured by the Claimant	
	ii) When was the claim/circumstances first notified to Zurich Kotak General Insurance Company (India) Limited?	
	iii) Detailed description of the act in chronological order, as to how, when and where the wrongful act happened as well as when the Insured became first aware of the wrongful act	
	iv) Have proceedings commenced? If so, please attach a copy of the court documents to be filed or filed before the court by the parties?	
	v) Details of other persons or entities who may be responsible or liable for the loss or damage being claimed -	
	vi) Nature and Quantum of damages claimed against Insured with supporting or, if the claimant has not quantified its damages, insured's estimate of the quantum of damages which may be claimed against the insured?	
	vii) Has any action has been taken by any authority? If yes, please mention the details of the authority and attach copies of all communications exchanged between the insured and authority?	
	viii) Copy of all relevant contract(s) and/or agreement(s) and all communications between the parties, (e.g. emails, internal memo(s), letter(s), minute(s) or record(s) of meeting(s) if any?	
	ix) Copy of an internal or external, survey, investigation or test reports and all other relevant reports, including the details of lawyers appointed (if any), and the respective engagement letters;	
	x) Detailed opinion of the Insured's counsel in connection to the merits and demerits of the case (Please attach the opinion)	

	xi) Are there additional details about which the insured wish to advice, or which may be of interest to an insurer, so that an insurer will have a better understanding of this matter? If so, please provide details along with supporting documentation.	
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I/We hereby agree, affirm and declare that:

- a. The statements/information given/stated by me/us in this claim form are true, correct and complete.
- b. The details of all persons having an interest in the property in respect of which the claim is being made are provided as per the proposal form or by way of an endorsement in the policy. Furthermore, save and except as provided or disclosed in this claim form, no claim made hereunder (or the same/similar claim) has been made or lodged with any other insurance company.
- c. No material information which is relevant to the processing of the claim or which in any manner has a bearing on the claim has been withheld or not disclosed.
- d. If I/we have given/made any false or fraudulent statement/information, or suppressed or concealed or in any manner failed to disclose material information, the policy shall be void and that I/We shall not be entitled to all/any rights to recover thereunder in respect of any or all claims, past, present or future.
- e. The receipt of this claim form/other supporting/related documents does not constitute or be deemed to constitute an agreement by the Company of the claim and the Company, without prejudice, reserves the right to process or reject or require further/additional information in respect of the claim.

Place:

Date:

Signature of the Claimant

Direct Fund Transfer / EFT mandate Form

A) Would you like to continue with the NEFT details provided in the proposal form for Claim payment?

Yes ☐ No ☐

B) If No, Kindly provide the below mentioned details

- Payee name (as per bank records).....
- Payee account no
- Type of account : Saving ☐ Current ☐ Others ☐
- Name of the bank.....
- Branch Name.....
- Address of the bank:
- IFSC Code of the bank.....
- MICR code of the Bank.....
- PAN of the payee:

Please attach an **Original Blank Cancelled Cheque** signed by the payee. (Mandatory)

Please attach a **PAN Card** copy of Payee (mandatory)

Terms and Conditions for Payments through RTGS / NEFT

1. The details provided by the Customers in the Mandate Form shall be considered as final and Zurich Kotak General Insurance Company (India) Ltd. shall not be responsible for cross verification of any of the details provided therein.

2. The RTGS / NEFT facility shall be effective for the respective Customer(s) within 15 days of the receipt of the Mandate Form by Zurich Kotak General Insurance Company (India) Ltd. and/ or within such period as may be reasonably required by Zurich Kotak General Insurance Company (India) Ltd. to activate the RTGS/ NEFT facility.
3. The Customer agrees that under the RTGS/ NEFT facility, there may be a risk of non-payment in the Account of Customer on the day of the credit of Payments due to change in the applicable regulations pertaining to RTGS/ NEFT facility or due to any other reasons without any fault/inaction/failure on part Zurich Kotak General Insurance Company (India) Ltd. or any factor beyond the control of Zurich Kotak General Insurance Company (India) Ltd.
4. The Customer agrees to indemnify, without delay or demur, Zurich Kotak General Insurance Company (India) Ltd. and its agents and keep Zurich Kotak General Insurance Company (India) Ltd. and its agent indemnified harmless at all times from and against any and all claims, damages, losses, costs, and expenses (including attorney's fees) which Zurich Kotak General Insurance Company (India) Ltd. may suffer or incur, directly or indirectly, arising from or in connection with, amongst other things, either of the aforesaid reasons stated in above clauses.
5. Zurich Kotak General Insurance Company (India) Ltd. may sub-contract and employ agents to carry out any of its obligations under the RTGS/ NEFT facility. The Customer may discontinue or terminate the use of RTGS / NEFT facility by giving a minimum of 15 days prior written notice to Zurich Kotak General Insurance Company (India) Ltd. The date of notice for Zurich Kotak General Insurance will be the date of receipt of such notice by Zurich Kotak General Insurance. The notice of such termination should be given to Zurich Kotak General Insurance only at its corporate address and be addressed at Zurich Kotak General Insurance, 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai – 400063.
6. A confirmation of the receipt of termination notice given by the Customer will be acknowledged through a confirmation letter by Zurich Kotak General Insurance Company (India) Ltd. In no case can the Customer construe his termination notice as effective unless a confirmation has been provided by Zurich Kotak General Insurance Company (India) Ltd to the Customer stating the date of receipt of such communication by the Customer.
7. The Customer agrees that transaction(s) through RTGS/ NEFT facility may attract inward RTGS/ NEFT charges, which if levied by the Customer's bank, shall be borne by the Customer
8. Zurich Kotak General Insurance has the absolute discretion to amend or supplement any Terms and Conditions stated herein at any time and will endeavour to give prior notice of Ten days for such changes wherever feasible for the terms and conditions to be applicable. By using the new services, or at the completion of such period, whichever is earlier, the Customer shall be deemed to have accepted the changed terms and conditions.
9. Submission of documents or bank details or any other information does not in any way, shape or form, imply or express or suggest admission of liability by the company.
10. Notices under these terms and conditions may be given in writing by delivering them by hand or e-mail or on Zurich Kotak General Insurance Company (India) Ltd. website www.zurichkotak.com or by sending them by post to the last address of the Customer.
11. These terms and conditions will be governed by the laws of India and any legal action or proceedings arising out of these Terms and Conditions shall be initiated in the courts or tribunals in India.
12. I / We further undertake to refund any excess amount whether demanded by Zurich Kotak General Insurance Company (India) Ltd. or not, which has been credited in excess to my account at any time due to any reason within 7 days of such receipt of such communication from the Company of such excess credit or such information of excess credit coming to the knowledge of the Customer through any other source.
13. I/ We agree that my/our claim payment will be credited from the date Zurich Kotak General Insurance Company (India) Ltd. gets confirmation from its bankers, this facility will continue unless it is revoked by any party and any issuance of relevant credit instruction from Zurich Kotak General Insurance Company (India) Ltd. to its bankers will be valid till such instruction is complete irrespective of the

fact that the notice period has expired provided such a credit request has been made by Zurich Kotak General Insurance Company (India) Ltd. before the expiry of the notice period of the customer



Signature of the Account Holder