

**Raheja QBE Buyer's Warranty & Indemnity Insurance Policy –  
(Excess Policy)**

**PRODUCT INFORMATION STATEMENT**

W&I insurance is a strategic tool designed to mitigate financial risks arising from a breach of warranty in a Sale and Purchase Agreement (SPA) or certain other transaction documents to pro-actively manage transaction risks. Predominantly used in share deals, it offers critical protection against potential financial losses associated with unknown or undisclosed matters. This brings with it a number of benefits, including a clean exit for sellers, peace of mind for buyers and facilitation of the negotiation process (thereby enhancing deal certainty).

Raheja QBE Buyer's Warranty and indemnity insurance policy is an insurance product designed to protect parties in a Merger & Acquisition transaction from financial loss arising from breaches of warranties and certain indemnities given by a seller to a buyer under a sale and purchase agreement (SPA).

**Scope of Cover**

Raheja QBE Buyers Warranty and indemnity insurance - Excess policy provides cover for losses arising from a breach of a warranty and claims under a tax indemnity and/or other equivalent provisions in connection with a corporate merger or acquisition transaction covered by a Primary and/or Underlying Warranty and Indemnity Policy or Policies, and Raheja QBE shall only be liable after the Limit of Indemnity of the applicable Primary and/or Underlying Policy or Policies has been exhausted and only up to the Limit of Indemnity as specified in the Policy.

**Exclusions**

1. any Insured Warranty marked as "Exclude
2. prior pending litigation, circumstances
3. civil fines or penalties (but only to the extent that such fines or penalties are uninsurable by law
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**What to do in the event of a claim?**

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

1. Inform us as soon as practicable. You will be provided with advice on the procedure to follow. You may call Raheja QBE Call Centre on Toll Free No: 1800-102-7723 OR notify loss by email to [claims@rahejaqbe.com](mailto:claims@rahejaqbe.com) OR report claim on RQBE Website [www.rahejaqbe.com](http://www.rahejaqbe.com) OR send Letter or Fax to RQBE office
2. Please supply us with all information we require to settle the claim.
3. Take all reasonable precautions to prevent further loss or damage.
4. Not negotiate, admit, repudiate or pay any claim by any person.
5. Co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person.
6. If in doubt at any time please call us for advice

**What you must not do in the event of a claim?**

You must not:

**Raheja QBE Buyer's Warranty & Indemnity Insurance Policy – Excess Policy**

UIN

**RAHEJA QBE GENERAL INSURANCE COMPANY LIMITED**

WING-A, 501-502, 5th Floor, Fulcrum, IA Project Rd, Sahar Village, Andheri East, Mumbai, Maharashtra 400059 Tel: +91 22 4231 3888 Fax: +91 22 4231 3777

Website: [www.rahejaqbe.com](http://www.rahejaqbe.com) Email: [info@rahejaqbe.com](mailto:info@rahejaqbe.com)

Corporate Identity Number: U66030MH2007PLC173129 IRDA Reg. No. 141



## RAHEJA QBE GENERAL INSURANCE COMPANY LIMITED

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

### Dispute Resolution

Raheja QBE will take all steps to meet your expectations from this policy. However it is possible, that there could be a complaint relating to any of the following:

- Any partial or total repudiation of claims by the insurance companies
- Dispute on the legal construction of the policy wordings in case such dispute relates to claims
- Delay in settlement of claims
- Non-issuance of any insurance document to customers after receipt of premium
- Dispute with regard to premium paid or payable in terms of the policy

For resolution of such complaints RQBE has developed a Grievance Redressal mechanism.

At your request, the Dispute will be considered afresh by the Grievance Redressal Committee of RQBE.

### DISCLAIMER:

This Product Information Statement is intended to facilitate an easier understanding of the policy terms, conditions and exclusions. It only gives a summary of the significant benefits and risks associated with this product. This Product Information Statement is not a legal contract and does not describe the entire terms, conditions and exclusions of the Policy.

The Policy represents the legal contract between yourself and Raheja QBE General Insurance Co. Ltd and should be seen for complete details.

If you need any clarification on coverage please call your nearest RQBE office or your insurance advisor.

### SECTION 41 OF INSURANCE ACT, 1938

No person shall allow or offer to allow either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate except such rebate as may be allowed in accordance with the published prospectuses or tables of the Insurer.

Any person making default in complying with the provisions of this section shall be punishable with fine, which may extend to Five Hundred Rupees.

Insurance is the subject matter of solicitation.

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