

Liberty General Insurance Limited



Liberty
General Insurance

Claims Manual

For

Liberty Title Insurance Policy

Liberty Title Insurance Policy - Claims Manual

Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013.

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Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in

IRDA of India registration number: 150 | CIN: U66000MH2010PLC209656

UIN No: IRDAN150CP0006V01201819

Liberty Title Insurance Claims Manual

Duty of the Insured:

1. The insured agrees and warrants that prior to the inception date, he/she has:
 - (a) Disclosed every material fact and circumstance in respect of the Covered Risks, which the Insured knows or ought to know (the “Material Representations”);
 - (b) presented the Material Representations in reasonably clear and accessible manner

The Insured agrees and warrants that every Material Representation as to a matter of fact is substantially correct, and every Material Representation as to a matter of expectation or belief is made in good faith.

If the Insurer is materially prejudiced by a breach of the insured’s obligations in the above, the Insurer’s obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to such claim, Loss, and no amount of the Premium shall be refunded.

2. The Insured shall:

- (a) use reasonable endeavours to mitigate any Loss;
- (b) not deliberately or recklessly prejudice the Insured’s or the Insurer’s position or interests nor deliberately or recklessly prejudice the potential or actual rights of recovery of the Insured or the Insurer;
- (c) not settle or admit liability in relation to a claim nor propose or enter into settlement negotiations in relation to a claim without the prior written consent of the Insurer;
- (d) take such action as the Insurer may reasonably request in relation a claim;
- (e) If the Insurer is materially prejudiced by the failure of the Insured to comply with the provisions of the above condition, the Insurer’s obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to such claim, Loss, and no amount of the Premium shall be refunded.

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Intimation of Claim

The insured shall notify the insurer in written within 10 calendar days in the event that:

- (a) the Insured is named a party, or is called to give evidence, in any action or proceeding brought by a third party relating to a Covered Risk;
- (b) the Insured shall receive Knowledge of:
 - i) any matter which could affect a Covered Risk; or
 - ii) any litigation,

that might cause Loss for which the Insurer may be liable under the Policy.

If the Insurer is materially prejudiced by a breach of the insured's obligations in the above condition;

- (a) the Limit of Indemnity will be reduced to the extent of the prejudice up to 100% of the Limit of indemnity;
- (b) the insurer has the option to terminate its obligation pursuant to the Defence and Prosecution of Actions clause; and
- (c) no amount of the Premium shall be refunded.

If notice is delivered to the Insurer by the Insured in accordance with the above conditions during the term of the Policy, then any subsequent insured Loss directly arising out of the facts or circumstances identified in such notice shall be deemed reported at the time such notice was received by the Insurer.

Duty of the insured to cooperate in respect of a claim

In all cases where the Policy permits or requires the Insurer to prosecute or provide for the defence of any action or proceeding and any appeals, the Insured shall:

- (a) Secure to the Insurer the right to so prosecute or provide defence in the action or proceeding, including the right to use, at the Insurer's option, the name of the Insured for this purpose;
- (b) whenever requested by the Insurer, at the Insurer's expense, give (to the extent permitted by Law including any Law relating to confidentiality restrictions to which the Insured is subject), all reasonable cooperation:
 - i. in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and
 - ii. in any other lawful act that in the opinion of the Insurer may be necessary or desirable to establish the Title or any other matter as indemnified.
- (c) at the Insurer's reasonable request (which shall be given in writing):
 - i. submit to examination under oath and review by any authorized representative of the Insurer;
 - ii. produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Insurer, all records in the possession of the Insured or its representatives, employees and agents, in whatever medium maintained, including but not limited to books, ledgers, cheques, memoranda, correspondence, reports, e-mails, disks, USB memory sticks (or similar portable memory devices), tapes, and videos whether bearing a date before or after the Date of Cover, that reasonably pertain to the action, proceeding, claim or the Loss; and
 - iii. grant its permission, in writing, for any authorized representative of the Insurer to examine, inspect, and copy all of those records in the custody or control of a third party that pertain to the action, proceeding, claim or the Loss.

Provided That all information designated as confidential by the Insured provided to the Insurer pursuant to the above condition shall not be disclosed to others unless, in the reasonable judgment of the Insurer, it is necessary in the administration of the claim for the Insured to do so.

If the Insured fails to cooperate in the manner set-out above unless prohibited by law or governmental regulation, the Insurer shall give notice to the Insured of such failure and shall give the Insured a reasonable period of time to cure such failure. If the Insured does not cure such

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failure within such period and the Insurer is materially prejudiced by such failure, the Insurer's obligations to the Insured under the Policy as to that action or proceeding, and any appeals, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and no amount of the Premium shall be refunded.

Notification Extension Clause

Should the insured notify the Company during the policy period 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 as if they had first been made against the Policy period. The extension under this Clause will be the maximum time limit laid down under the Indian limitation Act in force from time to time.

Extended Claim Reporting Clause

In the event of non-renewal or cancellation of this Policy, either by the Company or by the Insured, the company will allow time limit not exceeding 90 days from the date of expiry or cancellation of the policy provided no insurance is in force during this extended reporting period for the interest for notification of claims for accidents which had taken place during the period in insurance but could not be made during the policy period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring policy period and are subject to the limits of indemnity and the terms, conditions and exceptions of the policy.