



AlaFile E-Notice

05-CV-2008-901100.00

To: George W Finkbohner
gwf@cbycb.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

BRADLEY M. JUNO V. DOUGLAS A. AMARE MD ET AL
05-CV-2008-901100.00

The following complaint was FILED on 4/30/2012 6:20:35 PM

Notice Date: 4/30/2012 6:20:35 PM

JODY WISE CAMPBELL
CIRCUIT COURT CLERK
BALDWIN COUNTY, ALABAMA
312 COURTHOUSE SQUARE
BAY MINETTE, AL 36507

251-937-0299
jody.campbell@alacourt.gov

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

BRADLEY M. JUNO, as Administrator and Personal Representative of the Estate of SHARRON JUNO, Deceased,

Plaintiff,

CV 08 - 901100

-v-

DOUGLAS A. AMARE, M.D.; NEPHROLOGY ASSOCIATES OF MOBILE, P.A.; ALFRED B. CHANCE, JR., M.D.; BALDWIN INTERNAL MEDICINE ASSOCIATES, LLC.; DEBBIE DAVIS, CRNP; MERCY MEDICAL, A CORPORATION; GULF HEALTH HOSPITALS, INC., d/b/a THOMAS HOSPITAL; PRECYSE SOLUTIONS, L.L.C.; PRECYSE INTERNATIONAL, LLC; PRECYSE HOLDINGS, LLC; PRECYSE SOLUTIONS, INC.; RADNOR RESOURCES, INC.; PRECYSE OUT-SOURCING, LLC; PRECYSE MERGER, LLC; MEDUSIND SOLUTIONS, INC., SAMTECH DATASYS, INC.; and SAM TECH DATASYS, PVT., LTD. TATA AIG GENERAL INSURANCE COMPANY LTD; 1-10, whether singular or plural, that physician or other entity who undertook to provide medical care to SHARRON JUNO on the occasions made the basis of this suit, the negligence or other wrongful conduct of whom contributed to cause the death of SHARRON JUNO; 11-20, whether singular or plural, that nurse practitioner, nurse or other entity who undertook to provide nursing and/or allied health care services to SHARRON JUNO on the occasions made the basis of this suit, the negligence or other wrongful conduct of whom contributed to cause the death of SHARRON JUNO; 21-30, whether singular or plural, that medical transcriptionist, unit secretary, nurse, or other person or entity who transcribed DR. DOUGLAS A. AMARE'S Discharge Record, including the Discharge Medications and Discharge Orders of March 18, 2008 pertaining to SHARRON JUNO; 31-40, whether singular



or plural, that entity which, concerning the occurrences made the basis of this action was the principal of any of the named or above-described Defendants; 41-50, whether singular or plural, that entity which is the successor-in-interest of any of the named or above-described Defendants; 51-60, whether singular or plural, that entity which was responsible for creating or designing or implementing or maintaining any medical transcription software or equipment used concerning the occurrences made the basis of this action. *(Plaintiff avers that the identity of the fictitious party Defendants is otherwise unknown to Plaintiff at this time or, if their names are known to Plaintiff at this time, their identity as proper party Defendants is not known to Plaintiff at this time, but their true names will be substituted by amendment when the aforesaid lacking knowledge is ascertained.),*

Defendants.

SIXTH AMENDED COMPLAINT

COMES NOW the Plaintiff and amends his Complaint as follows:

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

BRADLEY M. JUNO, as Administrator and Personal Representative of the Estate of SHARRON JUNO, CV 08 - 901100 Deceased,

Plaintiff,

-v-

SAMTECH DATASYS, INC.; SAM TECH DATASYS, PVT., LTD.; MEDUSIND SOLUTIONS, INC.; PRECYSE SOLUTIONS, L.L.C.; PRECYSE INTERNATIONAL, LLC; PRECYSE HOLDINGS, LLC; PRECYSE SOLUTIONS, INC.; PRECYSE OUTSOURCING, L.L.C.; PRECYSE MERGER, LLC; GULF HEALTH HOSPITALS, INC., d/b/a THOMAS HOSPITAL; DOUGLAS A. AMARE, M.D.; MERCY MEDICAL, A CORPORATION; ALFRED B. CHANCE, JR., M.D.; DEBBIE DAVIS, CRNP; TATA AIG GENERAL INSURANCE COMPANY LTD; 1-10, whether singular or plural, that physician or other entity who undertook to provide medical care to SHARRON JUNO on the occasions made the basis of this suit, the negligence or other wrongful conduct of whom contributed to cause the death of SHARRON JUNO; 11-20, whether singular or plural, that nurse practitioner, nurse or other entity who undertook to provide nursing and/or allied health care services to SHARRON JUNO on the occasions made the basis of this suit, the negligence or other wrongful conduct of whom contributed to cause the death of SHARRON JUNO; 21-30, whether singular or plural, that medical transcriptionist, unit secretary, nurse, or other person or entity who transcribed DR. DOUGLAS A. AMARE'S Discharge Record, including the Discharge Medications and Discharge Orders of March 18, 2008 pertaining to SHARRON JUNO; 31-40, whether singular or plural, that entity which, concerning the occurrences made the basis of this action was the principal of any of the named or above-described Defendants; 41-50, whether singular or plural, that entity which is the successor-in-interest of any of the named or above-described Defendants; 51-60, whether singular or plural, that entity which was responsible for creating or designing or implementing or maintaining any medical transcription software or equipment used concerning the occurrences

made the basis of this action. *(Plaintiff avers that the identity of the fictitious party Defendants is otherwise unknown to Plaintiff at this time or, if their names are known to Plaintiff at this time, their identity as proper party Defendants is not known to Plaintiff at this time, but their true names will be substituted by amendment when the aforesaid lacking knowledge is ascertained.)*

Defendants.

SIXTH AMENDED COMPLAINT

Plaintiff, Bradley M. Juno, Administrator and Personal Representative of the Estate of Sharron Juno, Deceased, files his Sixth Amended Complaint against the Defendants, Samtech Datasys, Inc.; Sam Tech Datasys, Pvt., Ltd.; Medusind Solutions, Inc.; Precyse Solutions, L.L.C.; Precyse International, LLC; Precyse Holdings, LLC; Precyse Solutions, Inc.; Precyse Outsourcing, LLC; Precyse Merger, LLC; Gulf Health Hospitals, Inc., d/b/a Thomas Hospital; Douglas A. Amare, M.D.; Mercy Medical, a Corporation; Alfred B. Chance, Jr., M.D.; Debbie Davis, CRNP; Tata AIG General Insurance Company Ltd; and fictitious parties 1 through 60, as follows:

Parties

1. Samtech Datasys, Inc. ("Samtech, Inc.") is a Delaware corporation doing business in Alabama.
2. Sam Tech Datasys, Pvt., Ltd. ("Sam Tech Datasys, Pvt.") is an Indian company, and is an affiliate or division or unit or subsidiary or sister company of Samtech.
3. Medusind Solutions, Inc. ("Medusind") is a Delaware corporation doing business in Alabama.
4. Precyse Solutions, L.L.C., is a Delaware corporation doing business in Alabama.
5. Precyse International, LLC, is a Delaware corporation doing business in Alabama.
6. Precyse Solutions, Inc., is a Delaware corporation doing business in Alabama.
7. Precyse Outsourcing, LLC, is a Delaware corporation doing business in Alabama.
8. Precyse Holdings, LLC, is a Delaware corporation doing business in Alabama.

9. Precyse Merger, LLC, is a Delaware corporation doing business in Alabama.

10. Gulf Health Hospitals, Inc., does business as Thomas Hospital (hereinafter either Thomas Hospital or "Gulf Health"), and is a healthcare provider who provided care to Sharron Juno in March 2008 in Baldwin County, Alabama.

11. Douglas A. Amare, M.D. ("Amare") is a physician who provided medical care to Sharron Juno and/or who was responsible for the medical care provided to Sharron Juno in March 2008 in Baldwin County, Alabama.

12. Mercy Medical, a corporation ("Mercy Medical"), was a healthcare provider who provided medical care to Sharron Juno and/or who was responsible for the medical care provided to Sharron Juno in March 2008 in Baldwin County, Alabama.

13. Alfred B. Chance, Jr., M.D. ("Dr. Chance"), and Debbie Davis, CRNP ("Nurse Davis") are a physician and nurse who provided medical care to Sharron Juno and/or who were responsible for the medical care provided to Sharron Juno in March 2008 in Baldwin County, Alabama.

14. Tata AIG General Insurance Company Ltd. is a business corporation which is organized under the laws of India [and not under the laws of Alabama],

with its principle place of business at 9th floor, Nicholas Piramal Towers, Peninsula Corporate Park, Ganpat Rao Kadam Marg, Lower Parel, Mumbai 400 013 India.

15. Defendants 1-10, whether singular or plural, are the physicians or other entities who undertook to provide medical care to Sharron Juno on the occasions made the basis of this suit, the negligence or other wrongful conduct of whom contributed to cause the death of Sharron Juno.

16. Defendants 11-20, whether singular or plural, is the nurse practitioner, nurse or other entity who undertook to provide nursing and/or allied health care services to Sharron Juno on the occasions made the basis of this suit, the negligence or other wrongful conduct of whom contributed to cause the death of Sharron Juno.

17. Defendants 21-30, whether singular or plural, is the medical transcriptionist, unit secretary, nurse, or other person or entity who transcribed Dr. Amare's Discharge Record, including the Discharge Medications and Discharge Orders of March 18, 2008 pertaining to Sharron Juno.

18. Defendants 31-40, whether singular or plural, is the entity which, concerning the occurrences made the basis of this action was the principal of any of the named or above-described Defendants.

19. Defendants 41-50, whether singular or plural, which is the successor-in-interest of any of the named or above-described Defendants.

20. Defendants 51-60, whether singular or plural, that entity which was responsible for creating or designing or implementing or maintaining any medical transcription software or equipment used during the occurrences made the basis of this action.

VENUE

21. This wrongful death action arises out of the conduct of the healthcare defendants and transcription services defendants, which occurred while Sharron Juno was receiving medical treatment in Baldwin County, Alabama. Venue is proper in Baldwin County, Alabama.

PERSONAL JURISDICTION

22. Dr. Amare, Dr. Chance, Nurse Davis, Mercy Medical, and Gulf Health Hospital, are physicians and healthcare providers doing business in Baldwin County, Alabama.

23. Precyse Solutions, L.L.C., is a medical transcription services corporation doing business in the State of Alabama and throughout the United States. Precyse Solutions, L.L.C., contracted with Thomas Hospital in Baldwin

County, Alabama, to perform dictation transcription services for Thomas Hospital, and for the healthcare providers who provided care to patients at Thomas Hospital.

24. Medusind is an outsourcing corporation located in India that provided services to healthcare providers in the State of Alabama and throughout the United States, directly and through subcontracts with one or more of the Precyse entities.

25. Samtech, Inc., is a U.S. medical transcription services company with a production unit, Sam Tech Datasys, Pvt., located in India providing services to healthcare providers in the State of Alabama and throughout the United States through subcontracts with Medusind and the Precyse entities.

26. Precyse International, LLC, was originally formed as a joint venture between Precyse Solutions, Inc., and Medusind for the purposes of providing medical transcription services, a part or all of which are carried out by subcontractors in India. It is wholly owned by the Precyse entities, and purported to directly provide overseas transcription services through its employees to U.S. based hospitals and medical facilities.

27. Precyse Solutions, L.L.C., merged with and into Precyse Merger, LLC, which was formed on March 17, 2008.

28. Precyse Solutions, L.L.C., and/or Precyse Merger, LLC, are the 100% owners of Precyse Outsourcing, LLC, and Precyse International, LLC. Further, Precyse Solutions, L.L.C., and/or Precyse Merger, LLC, are the successors-in-interest to Precyse Outsourcing, LLC, and Precyse International, LLC.

29. Precyse Solutions, Inc., owns and/or controls Precyse Solutions, L.L.C. and Precyse Merger, LLC. Further, Precyse Solutions, Inc., is the successor-in-interest to Precyse Solutions, L.L.C., and Precyse Merger, LLC. Precyse Solutions, Inc., is also the managing member of Precyse Solutions, L.L.C..

30. Precyse Holdings, LLC owns and/or controls Precyse Solutions, Inc. Further, Precyse Holdings, LLC, is the successor-in-interest to Precyse Solutions, Inc.

31. Precyse Holdings, LLC, Precyse Solutions, Inc., Precyse Solutions, L.L.C., Precyse Merger, LLC, Precyse Outsourcing, LLC, Precyse International, LLC, Samtech, Inc., Sam Tech Datasys, Pvt., and Medusind hired vendors and/or subcontractors and/or employees located in India to provide medical dictation transcription services to Thomas Hospital, in Baldwin County, Alabama, and to other healthcare providers in the State of Alabama.

Alter Ego Allegations

32. The Defendants, Precyse Holdings, LLC, Precyse Solutions, Inc., Precyse Solutions, L.L.C., Precyse Merger, LLC, Precyse Outsourcing, LLC, Precyse International, LLC, Samtech, Inc., Sam Tech Datasys, Pvt., and Medusind disregarded, manipulated, misused or abused the corporate or other business entity structure of each other such that each of these Defendants is liable either directly or through the principles of alter ego, piercing the corporate veil, agency, joint venture, or *respondeat superior* for the wrongful conduct of the others.

Factual Allegations

33. Sharron Juno was a patient at Gulf Health Hospital from March 4, 2008 until March 18, 2008. While at Thomas Hospital, she was cared for by Gulf Health and by Dr. Amare.

34. On and prior to March 18, 2008, Gulf Health Hospital was, in conjunction with the care and treatment of its patients including Sharron Juno, transcribing or arranging for the transcription of medical dictation, and was responsible for creating, assembling, maintaining, organizing, and making accessible, accurate medical records on hospital patients, including Sharron Juno.

35. Before March 18, 2008, Gulf Health Hospital had contracted with Precyse Solutions, LLC, which in turn had subcontracted with Precyse International, LLC, and SamTech Datasys, Pvt. and Sam Tech, Inc., for medical dictation transcription.

36. Prior to March 18, 2008, the Precyse entities entered into a joint venture with Medusind, thereby creating Precyse International, LLC, for the purpose of obtaining cheap overseas outsourcing services for the transcription of medical dictation, including medical dictation concerning Gulf Health Hospital's patients.

37. In November 2007, Gulf Health Hospital authorized the use of overseas transcription by Precyse.

38. On March 17, 2008, Dr. Amare completed and signed off on a Medication Reconciliation Report for Sharron Juno. He included Levemir insulin with a dosage of 8 units to be administered at night.

39. Dr. Amare left the aforesaid Medication Reconciliation Report with Gulf Health Hospital for inclusion in the hospital's medical record on patient Sharron Juno.

40. On or about March 18, 2008, Sharron Juno was discharged from Gulf Health Hospital.

41. In conjunction with Sharron Juno's March 18, 2008 discharge from Gulf Health Hospital, Dr. Amare dictated a Discharge Summary which included medications, medication dosages, laboratory tests and laboratory values, all concerning Sharron Juno. Dr. Amare dictated "Levemir insulin 8 units at bedtime."

42. Gulf Health Hospital, Precyse Holdings, LLC, Precyse Solutions, Inc., Precyse Solutions, L.L.C., Precyse Merger, LLC, Precyse Outsourcing, LLC, Precyse International LLC, Medusind Solutions, Inc., Sam Datasys, Pvt., Amit Pandey, Sunita Bhardwaj, and Satish Palani incorrectly transcribed Dr. Amare's Discharge Summary dictation for Sharron Juno by transcribing and reporting Sharron Juno's bedtime dose of Levemir insulin as 80 units.

43. On or about March 19, 2009, Sharron Juno was referred to and/or transferred to Mercy Medical in Daphne, Alabama, for rehabilitation services.

44. In connection with the referral, Gulf Health Hospital provided false information and inaccurate records to Mercy Medical, Dr. Chance and to Nurse Davis; specifically, Gulf Health Hospital was required to communicate and to

deliver to them accurate medication information as set forth in the Hospital Medication Reconciliation Report that correctly reflected Sharron Juno's Levemir dosage to be 8 units.

45. Instead, Gulf Health Hospital delivered to Mercy Medical a "Thomas Hospital Patient Transfer Form" along with a copy of a transcript of the Dr. Amare Discharge Summary dictation which contained the critical dosage error relating to Levemir insulin. Thereby, Gulf Health Hospital communicated to Mercy Medical, to Dr. Chance and to Nurse Davis that Sharron Juno's dosage of Levemir insulin was 80 units rather than 8 units.

46. Shortly before Sharron Juno's arrival at Mercy Medical on March 19, 2008, Sharron Juno's admit medications were recorded by Nurse Davis and as admit medication orders by Dr. Chance, recording a Levemir insulin dose of eighty (80) units, per the inaccurate and false information communicated to them by Gulf Health Hospital.

47. The admission orders at Mercy Medical specified Levemir insulin 80 units subcutaneously at bedtime plus NovoLog insulin on a sliding scale.

48. On the evening of March 19, 2008, Mercy Medical's nurse Essie Brown, acting in the line and scope of her employment with Mercy Medical,

administered to Sharron Juno 80 units of Levemir insulin, which was an overdose of ten times greater than the dose Sharron Juno should have been given.

49. At approximately 2220, Sharron Juno's blood sugar was reported as high and Nurse Davis was notified. Nurse Davis ordered ten (10) units of NovoLog insulin.

50. At approximately 0620 on March 20, 2008, Nurse Brown at Mercy Medical entered Sharron Juno's room and found that Sharron Juno's breathing was labored with gurgling sounds. Nurse Brown was unable to awaken Sharron Juno. Nurse Brown noted that Sharron Juno's blood glucose level was critically low at one (1). 911 was called, and the Daphne Fire Department was contacted at 0622.

51. Upon arrival of the paramedics, Sharron Juno went into or was in full cardiopulmonary arrest, after which she was resuscitated.

52. Following resuscitation, Sharron Juno was transferred back to Gulf Health Hospital d/b/a Thomas Hospital.

53. Sharron Juno never regained consciousness, and died on or about March 27, 2008.

54. At some time after March 18, 2008, Dr. Amare placed an addendum in the Gulf Health Hospital record of his Discharge Summary draft which said, "Note,

there appears to be some discrepancy with regard to her Levemir insulin dose. My dictation shows eighty (80) units which was an error in transcription. Routine dose was eight (8) units.”

55. At all times material hereto, Nurse Davis was acting within the line and scope of her employment as the agent, servant, and/or employee of Dr. Chance, who as her principal is vicariously responsible for her acts and/or omissions with respect to Sharron Juno.

56. At all times material hereto, Nurse Brown and fictitious parties 11-20 were acting within the line and scope of their employment as agents, servants, and/or employees of Defendants Mercy Medical and/or fictitious parties 31-50, who are vicariously liable for their acts and/or omissions with respect to Sharron Juno.

57. Defendant Gulf Health Hospitals, Inc., d/b/a Thomas Hospital, deviated from the standard of care which proximately caused or contributed to the wrongful death of Sharron Juno, through the following acts and/or omissions, either standing alone or in combination:

a. Gulf Health failed to ensure that Sharron Juno's medication orders were transcribed accurately before being used by or delivered to other

healthcare professionals and institutions, thereby compromising the safety of Sharron Juno.

b. Gulf Health had a duty to accurately transcribe the dictation with no critical errors, and failed to do so.

c. Gulf Health failed to accurately transcribe the dictation it undertook to transcribe, and having undertaken such responsibility had a duty to transcribe accurately and without critical errors.

d. Gulf Health Hospital violated the protocols and minimum standards of care concerning critical errors promulgated by the American Association of Medical Transcriptionists concerning accuracy, which prohibits critical errors and requires 100 percent accuracy concerning critical errors.

e. Gulf Health Hospital authorized outsourcing of medical dictation for performance by unknown entities and unknown persons in unknown countries with unknown competence.

f. Gulf Health authorized the outsourcing of medical transcription without performing adequate or appropriate due diligence to ensure that the capabilities, competencies and services would be as good as or better than transcription services performed domestically and/or in-house by native

English-speaking Americans, and/or in work circumstances and work environments conducive to accurate transcription.

g. Gulf Health failed to exercise reasonable care when authorizing outsourcing of medical transcription services to foreigners. More specifically, it failed to undertake reasonable care and due diligence to ascertain the identity and location of the actual provider(s) of the medical transcription services; it failed to visit, or otherwise investigate and verify, the authenticity and credibility of the facts represented as to those services and service providers; and it failed to undertake reasonable inquiry as to the personnel, location, circumstances, and quality of said outsourced service providers.

h. Gulf Health failed to adequately monitor, inquire about, evaluate, and review the quality of the medical transcription services provided by Precyse and by the subcontracted overseas entities and foreign transcription vendors and workers.

i. Gulf Health failed to adequately monitor and assure the competency and quality of the third-party transcription service providers in that said providers were in the possession of information that critical errors were surviving the quality assurance process; in that none of the medical

transcriptionists or quality assurance editors or quality assurance personnel were certified medical transcriptionists; in that the medical transcriptionists and quality assurance personnel were unaware of the standard of care in the United States that critical errors should never exist in medical transcriptions returned from the medical transcription service providers to the hospital; in that the foreign medical transcription service providers routinely and consistently failed to eliminate critical errors from their medical transcriptions that were released to and returned to hospitals; and in that the Discharge Summary for Sharron Juno contained multiple critical errors.

j. Gulf Health failed to adequately and appropriately monitor the quality, accuracy and competency of the outsourced medical transcription services, and it permitted a document that had critical errors and that had never been reviewed for accuracy by a competent transcriptionist or quality assurance professional in the United States to be delivered to other healthcare professionals and institutions, thereby compromising the safety of Sharron Juno.

k. Gulf Health failed to provide for or insist that at least one quality assurance and/or medical transcription worker based in the United States,

whose mother language is English, review foreign transcription for accuracy so as to root out and eliminate all critical errors.

l. Gulf Health Hospital failed to provide for or require that, after overseas transcription was done as to Dr. Amare's transcription, it be reviewed for accuracy in the United States by a U.S. based medical transcriptionist before Gulf Health Hospital would allow it to be placed in the medical chart for use by doctors and nurses in the care and treatment of Sharron Juno.

m. Gulf Health Hospital did not communicate to Dr. Amare and the other doctors who used and relied upon its transcription services that said hospital had authorized overseas transcription by persons in India who were not certified medical transcriptionists, did not speak English as their native language, and who had never spoken directly with a doctor or nurse or hospital based in the United States.

n. Gulf Health Hospital failed to follow its own policy and procedure (which is consistent with the standard of care) as to hand-off communications in that it failed to provide accurate medication information in connection with the hand-off, referral, transfer, and/or placement of Sharron Juno at Mercy Medical.

o. Gulf Health Hospital failed to provide an accurate and complete list of Sharron Juno's medications and dosages to the next provider of service when Sharron Juno was referred to and/or transferred to another setting, namely, to Mercy Medical.

p. Gulf Health Hospital failed to properly and appropriately manage the information and record as to Sharron Juno, including her medication dosages, and thereby allowed false and inaccurate information to be used and communicated to other healthcare professionals, thereby resulting in her injury and death.

q. Gulf Health failed to ensure that patient-specific information, specifically, Sharron Juno's medication information as accurately recorded in the Thomas Hospital medication reconciliation document, was readily accessible, available, and retrievable by the nurse and/or social worker who handled the communication of information concerning Sharron Juno from Gulf Health Hospital to Mercy Medical.

r. Gulf Health failed to provide for timely and easy access to Sharron Juno's medical record and medication reconciliation records, such that those records could not be found by the nurse and social worker who undertook to

communicate with Mercy Medical and who undertook to send critical medical information concerning Sharron Juno to Mercy Medical. The medical record for Sharron Juno was not readily accessible, was not accurate, and was not complete. Instead, it could not be found, and what was used and communicated instead was false and inaccurate.

s. Gulf Health Hospital failed to facilitate the appropriate continuity of care for Sharron Juno by communicating false and inaccurate Levemir dosage information to Mercy Medical.

t. Gulf Health did not keep track of the medical chart and medication reconciliation document concerning Sharron Juno, such that these important medical records were not available to or accessible to, and could not be found by, the hospital nurse and social worker who facilitated the referral, transfer, and/or hand-off of Sharron Juno to Mercy Medical.

u. Gulf Health allowed a social worker rather than a nurse to communicate with Dr. Amare concerning the Discharge Summary medications, thereby resulting in the social worker incorrectly reporting to the nurse that Dr. Amare had instructed or ordered the Gulf Health nurse and social worker to use and to deliver to Mercy Medical the unreviewed Discharge Summary that

contained critical errors, when the hospital nurse and social worker were required by hospital policy and procedures, and were required by the applicable standard of care, and were required by prudence and reasonable care, to use and to deliver to Mercy Medical the medication reconciliation document concerning Sharron Juno.

v. Gulf Health's nurse and social worker failed to read back to Dr. Amare the medications they wrote into the Thomas Hospital Patient Transfer form even though they wrote the medications as a "verbal order" above Dr. Amare's signature, and then backdated the document and Dr. Amare's signature.

58. Defendants Precyse Holdings, LLC, Precyse Solutions, Inc., Precyse Solutions, L.L.C., Precyse Merger, LLC, Precyse Outsourcing, LLC, Precyse International, LLC, Samtech, Inc., Sam Tech Datasys, Pvt., Medusind, and fictitious parties 21 through 60 were negligent and wanton, and proximately caused or contributed to the wrongful death of Sharron Juno, through the following acts and/or omissions, either standing alone or in combination:

a. They committed a critical error by transcribing Dr. Amare's dictated Discharge Summary as 80 units of Levemir insulin instead of 8, or at a minimum leaving it blank.

b. They failed to recognize and/or timely correct the transcription error of Levemir insulin 80 units.

c. They failed to provide for concurrent review of Satish Palani's QA work in March 2008, by a competent English-speaking quality review professional, to recognize the critical transcription error at issue in this case.

d. They failed to exercise reasonable care to employ and/or monitor and/or supervise medical transcriptionists and quality assurance personnel in India generally, including specifically those in India who worked on Dr. Amare's dictation regarding Sharron Juno, so as to prevent critical transcription errors, including the medication dosage error regarding Sharron Juno's Levemir.

e. They failed to adequately and properly supervise, review, and monitor the dictation services.

f. They failed to follow the accuracy standards regarding critical errors as promulgated by the American Association of Medical Transcriptionists, as promulgated by the Joint Commission on Accreditation of Healthcare Organizations, and as set forth in Precyse's internal quality standards for accuracy as to critical errors.

g. They failed to communicate to the Indian medical transcriptionists and QA reviewers at Medusind and Sam Tech the accuracy standards as to critical errors as referenced above, and failed to train them as to those standards and/or ensure that they were trained as to those standards.

h. They failed to visit the location of provision of transcription services so as to ensure the accuracy and credibility of the representation by the Sam Tech Defendants and their owner and chief operator, Bhupinder Singh Multani, that Sam Tech has had and uses only state-of-the-art equipment, is housed in a state-of-the-art facility, and provides a high quality state-of-the-art environment which promotes accurate transcription, all of which was false.

i. They allowed Satish Palani to be the final QA2, quality assurance editor and reviewer, of the transcription of Dr. Amare's dictation regarding Sharron Juno, despite notice to them that he was guilty of allowing critical errors in transcriptions he had and was reviewing.

j. They violated the protocols and minimum standards of care concerning critical errors promulgated by the American Association of Medical Transcriptionists concerning accuracy, and which prohibits critical errors and requires 100 percent accuracy concerning critical errors.

k. They authorized outsourcing of medical dictation for performance by unknown entities and unknown persons with unknown competence.

l. They failed to exercise reasonable care when authorizing outsourcing of medical transcription services to foreigners. More specifically, they failed to undertake reasonable care and due diligence to ascertain the identity and location of the actual provider(s) of the medical transcription services; they failed to visit, or otherwise investigate and verify, the authenticity and credibility of the facts represented as to those services and service providers; and they failed to undertake reasonable inquiry as to the personnel, location, circumstances, and quality of said outsourced service providers.

m. They failed to adequately monitor and assure the competency and quality of the third-party transcription service providers in that said providers were in the possession of information that critical errors were surviving the quality assurance process; in that none of the medical transcriptionists or quality assurance editors or quality assurance personnel were certified medical transcriptionists; in that the medical transcriptionists and quality assurance personnel were unaware of the standard of care in the United States that critical errors should never exist in

medical transcriptions returned from the medical transcription service providers to the hospital; in that the foreign medical transcription service providers routinely and consistently failed to eliminate critical errors from their medical transcriptions that were released to and returned to hospitals; and in that the Discharge Summary for Sharron Juno contained multiple critical errors.

n. They failed to provide for or insist that at least one quality assurance and/or medical transcription worker based in the United States, whose mother language is English, review foreign transcription for accuracy so as to root out and eliminate all critical errors.

59. Defendant Mercy Medical and fictitious parties 31 through 50 deviated from the standard of care which proximately caused or contributed to the wrongful death of Sharron Juno, through the following acts and/or omissions:

a. It used false and inaccurate Levemir dosage information, and administered to Sharron Juno ten times the appropriate dose of Levemir.

b. It administered a fatal dose of Levemir insulin, namely, 80 units rather than 8 units.

c. It failed to timely recognize the Levemir medication dosage error and correct it.

60. Defendants Dr. Chance and Nurse Davis, and fictitious parties 31 through 50, deviated from the standard of care which proximately caused or contributed to the wrongful death of Sharron Juno, through the following acts and/or omissions:

a. They used false and inaccurate Levemir dosage information, resulting in the administration to Sharron Juno of ten times the appropriate dose of Levemir.

b. They ordered 80 units of Levemir for Sharron Juno at bedtime, and entered admission medication orders for Sharron Juno for 80 units of Levemir at bedtime.

61. Defendant Dr. Amare deviated from the standard of care which proximately caused or contributed to the wrongful death of Sharron Juno, through the following acts and/or omissions:

a. If Dr. Amare dictated some dosage other than 8 units of Levemir in the dictation of his Discharge Summary regarding Sharron Juno, such as for example if he dictated 80 units of Levemir, then and in that event Dr. Amare deviated from the standard of care.

b. If in his dictation of the Discharge Summary for Sharron Juno, Dr. Amare's speech was so garbled and mispronounced that reasonably prudent and competent medical transcriptionists and medical transcription service providers, including quality assurance transcription reviewers and/or editing personnel, would and did in the exercise of reasonable care and in the absence of negligence, hear and clearly understand the dictated dosage to be "80 units of Levemir" such that they incorrectly transcribed the dosage as 80 units rather than either (i) transcribing it as 8 units or (ii) leaving it blank as ambiguous or questionable, then and in that event Dr. Amare's actions would constitute a deviation from the standard of care.

c. If on March 19, 2008, Dr. Amare ordered Thomas Hospital's nurse and social worker to disregard Thomas Hospital's referral and transfer policies and procedures and, in contravention of those policies and procedures, instead ordered and instructed the nurse and social worker to use and send to Mercy Medical the Discharge Summary transcript for Sharron Juno regarding Sharron Juno's medications and dosages (including that of Levemir) instead of sending the authoritative medication reconciliation document, then and in that event Dr. Amare deviated from the standard of care.

FIRST CAUSE OF ACTION

(Negligence)

62. The Plaintiff adopts and realleges all previous paragraphs as though fully set forth here.

63. The foregoing acts and omissions of the Defendants constitute negligence.

64. As a proximate result of the negligence of the Defendants as aforesaid, Sharron Juno was killed.

WHEREFORE, Plaintiff Bradley M. Juno, as Administrator and Personal Representative of the Estate of Sharron Juno, deceased, demands judgment for punitive damages in an amount deemed appropriate by the jury against the Defendants, separately and severally, and in an amount that will adequately reflect the enormity of the wrong in causing the death of Sharron Juno, and which will effectively prevent a similar wrongful act.

SECOND CAUSE OF ACTION

(Wantonness)

65. The Plaintiff adopts and realleges all previous paragraphs as though fully set forth here.

66. The foregoing acts and omissions of the Defendants constitute wantonness.

67. As a proximate result of the wantonness of the Defendants as aforesaid, Sharron Juno was killed.

WHEREFORE, Plaintiff Bradley M. Juno, as Administrator and Personal Representative of the Estate of Sharron Juno, deceased, demands judgment for punitive damages in an amount deemed appropriate by the jury against the Defendants, separately and severally, and in an amount that will adequately reflect the enormity of the wrong in causing the death of Sharron Juno, and which will effectively prevent a similar wrongful act.

THIRD CAUSE OF ACTION

(Claim for a Declaratory Judgment)

68. The Plaintiff adopts and realleges all previous paragraphs as though fully set forth here.

69. The Plaintiff further alleges that at all times pertinent hereto Defendant Medusind Solutions, Inc. was insured by a professional liability insurance policy issued by Tata AIG General Insurance Company Ltd. ("Tata AIG"), Policy No. 2300001965, attached and incorporated herein by reference as Exh. A and marked with Bates stamped Nos. MEDU000317-000335.

70. Plaintiff asked Medusind Solutions, Inc. to respond to several jurisdictional discovery requests about its insurance coverage and Medusind Solutions, Inc. answered as follows:

10. At the time of the incident made the basis of this action, did you have any policy or policies of insurance, including excess and umbrella policies, which do or may provide coverage for the matters alleged in the Complaint? If so, please produce all policies, including any and all references to policy limits.

RESPONSE: Medusind Solutions, Inc. had an errors and omissions coverage of \$80M Indian rupies from Tata AIG for Medusind Solutions, Inc. and Medusind Solutions India Pvt Ltd. with a retention of \$1.4M Indian rupies Tata AIG is to provide written confirmation of their coverage regarding this matter. A copy of the applicable insurance policy from Tata AIG is attached hereto as Exhibit 19.

Medusind Solutions, Inc.'s First Supplemental Responses to Plaintiff's Jurisdictional Discovery and First Interrogatories and Requests for Production dated September 17, 2010.

Plaintiff also asked Medusind Solutions in Plaintiff's First Requests for Production for documents about liability insurance coverage and Medusind responded as follows:

2. Please produce complete copies of all insurance, primary and excess, under which any insurance carrier may be liable to satisfy part or all of any judgment which may be entered against you in this action, including any and all references to policy limits.

RESPONSE: A certified copy of the applicable Tata AIG insurance policy has been requested. A copy of the applicable Tata AIG insurance policy is attached hereto as Exhibit 19.

Id.

Plaintiff asked Medusind in an interrogatory to list all the states its insurance coverage applied in and received the following response:

11. At the time of the incident made the basis of this action, please identify each and every state in the United States as to which any liability insurance policy that you had would provide you coverage for any liability arising in such state.

Medusind responded "The coverage is worldwide including USA."

Medusind's Answer to Plaintiff's jurisdictional discovery No. 11.

71. The Tata AIG General Insurance Company Ltd. professional liability insurance policy is a "claims-made" professional liability insurance policy issued

by American International Group, Inc., through licensee Tata AIG, Policy No. 2300001965, with a policy period from February 9, 2009, to February 8, 2010. This policy (Exh. A, MEDU000317-335) provides aggregate limits of liability totaling \$80 million Indian rupees (which, given a recent exchange rate of 1 Indian rupee to 0.0224770 United States dollars, would equal approximately \$1.8 million United States dollars in liability insurance coverage). Exh. A, MEDU000318.

The policy provides liability insurance coverage for "professional liability," "the **Insurer** will pay on behalf of any **Insured** all **Damages** resulting from any **Claim** for any **Breach of Duty** of the **Insured**." Medu000320. The policy expressly provides coverage for "outsourcing," defined as the

performance of any business functions of a **Third Party**: (I) that has been outsourced by the **Third Party** to the **Policyholder** or any **Subsidiary** under written contract; (ii) that are not core competencies of the **Third Party**; and (iii) that relate to the following activities:

- (a) Call Centers: call Centers providing inbound and outbound telemarketing and survey;
- (b) Support: **Pre-scripted support**;
- (c) Marketing/promotion: the marketing or promotion of such **Third Party's** products or services;
- (d) Customer Relations: customer relationship management;
- (e) Data Processing: **Data** handling or processing; or

(f) Back Office: payroll, human resources, book-keeping, accounts payable, accounts receivable, and travel support functions.

MEDU000323.

The policy contains a special endorsement titled "The USA/Canada Jurisdiction Endorsement," which provides as follows:

The USA/Canada Jurisdiction Exclusion [contained in the policy] is deleted and replaced by the following:

USA/Canada

The Insurer will pay on behalf of any **Insured** all **Damages** resulting from any Claim made or pending within; or to enforce a judgment obtained in, the United States of America, Canada, or any of their territories or possessions.

For purposes of this endorsement:

The following Exclusion is added to the policy:

- (a) any actual or alleged violation of any responsibilities, obligations or duties imposed by the Employees Retirement Income Security Act of 1974 or any amendment thereof;
- (b) any actual or alleged violation of any provision of the Securities Act of 1933, the Securities Exchange Act of 1934, or any similar federal or state law or any common law relating thereto;

- (c) any actual or alleged violation of the Racketeer Influenced and Corrupt Organization Act 18 U.S.C. Section 1961 et seq. and any amendments thereto or any Rules or Regulations promulgated thereunder.

All other terms and conditions and exclusions remain unchanged.

MEDU000334.

72. Upon information and belief, the professional liability insurer, Tata AIG, has anticipatorily repudiated its contractual duties and obligations under this policy by giving notice to its insured of an intention to question or to deny liability coverage because Alabama law provides for the recovery only of punitive damages in cases involving wrongful death. Tata AIG has threatened or has in fact failed or refused to provide its insured with a defense, and has threatened to refuse to provide indemnity, despite the fact that the coverage provisions of the policy require defense and indemnity.

73. Plaintiff is an intended third-party beneficiary of the policy.

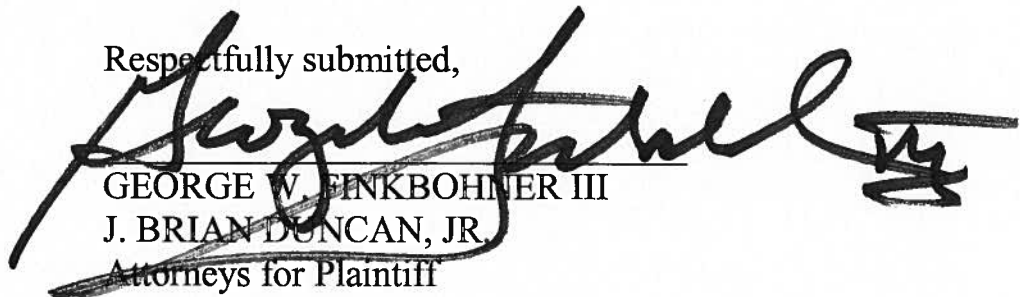
Further, Plaintiff is presently injured by Defendant Tata AIG's anticipatory repudiation of its duties and obligations under the policy to provide its insured with a defense and indemnity or by its actual failure and/or refusal to provide its insured with a defense and indemnity. Plaintiff has already incurred the costs and expenses of prosecuting this action to conduct necessary discovery

and to proceed with the prosecution of his wrongful death claims. If Defendant Tata AIG fails to provide Medusind with a defense during this discovery and the prosecution of this action, Plaintiff will be injured, as will all jointly and severally liable co-defendants of Medusind.

74. Pursuant to Ala. Code § 6-6-223, 224 (1975), Plaintiff requests the Court to declare the rights and liabilities of the parties to the contract of insurance, as aforesaid.

WHEREFORE, the premises considered, Plaintiff respectfully requests a judgment declaring that the Tata AIG policy provides coverage for Plaintiff's action against Medusind and others, that no exclusion applies, that Tata AIG is contractually obligated to provide a defense to Medusind, and that, should Plaintiff obtain a judgment against Medusind, Tata AIG will be obligated to indemnify Medusind at least to the limits of its coverage ("at least" because, if Medusind negligently or in bad faith refuses to settle, it may become liable for an excess judgment).

Respectfully submitted,



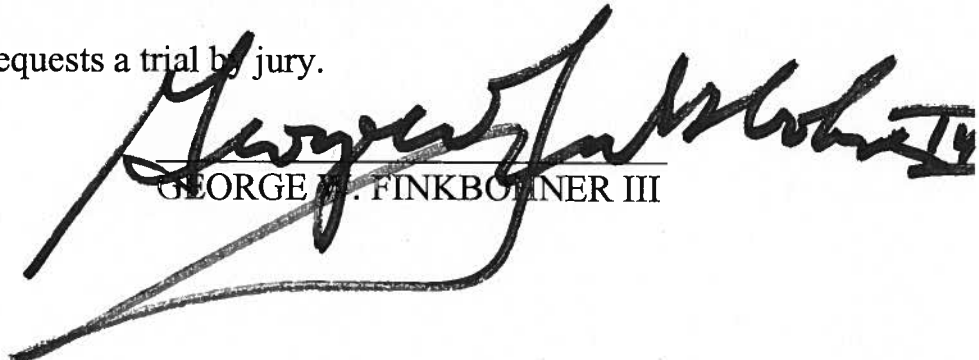
GEORGE W. ENKBOHNER III
J. BRIAN DUNCAN, JR.
Attorneys for Plaintiff

OF COUNSEL:

CUNNINGHAM BOUNDS, LLC
Post Office Box 66705
Mobile, Alabama 36660
(251) 471-6191

REQUEST FOR JURY TRIAL

Plaintiff respectfully requests a trial by jury.



Handwritten signature of George W. Finkbonner III in black ink, written over a horizontal line.

GEORGE W. FINKBONNER III

CERTIFICATE OF SERVICE

I do hereby certify that I have on this the 30th day of April, 2012, electronically filed the foregoing with the Clerk of the Court in Mobile County using the CM/ECF System which will send notification of such filing to the following listed persons:

Norman Waldrop, Jr., Esq.
Tamela E. Esham, Esq.
Armbrecht Jackson, LLP
Post Office Box 290
Mobile, Alabama 36601
new@ajlaw.com
tee@ajlaw.com

Attorneys for Dr. Amare

Michael Upchurch, Esq.
Frazer Greene Upchurch & Baker, LLC
Post Office Box 1686
Mobile, Alabama 36633
meu@frazergreene.com

Attorneys for Mercy Medical

Bayless E. Biles, Esq.
Wilkins Bankester Biles & Wynne, PA
Post Office Box 400
Bay Minette, Alabama 36507
bbiles@wbbwlaw.com

*Attorneys for Alfred B. Chance, Jr.,
M.D., and Debbie Davis CRNP*

John Peter McCall, Esq.
Starnes & Atchison, LLP
Post Office Box 1548
Mobile, Alabama 36633
jmccall@starneslaw.com

*Attorneys for Alfred B. Chance, Jr.,
M.D., and Debbie Davis CRNP*

Regina Ford Cash, Esq.
Craig Goolsby, Esq.
Carr Allison
6251 Monroe Street, Suite 200
Daphne, Alabama 36526
rcash@carrallison.com
cgoalsby@carrallison.com

Attorneys for Precyse Solutions, L.L.C.

John N. Leach, Jr., Esq.
Russell C. Buffkin, Esq.
Helmsing Leach Herlong Newman &
Rouse, PC
Post Office Box 2767
Mobile, Alabama 36652
jnl@helmsinglaw.com

*Attorneys for Defendant Gulf Health
Hospitals d/b/a Thomas Hospital*

Michael Florie, Esq.
Michael Wright, Esq.
Starnes & Atchison, LLP
Post Office Box 598512
Birmingham, Alabama 35259
maf@starneslaw.com
mkw@starneslaw.com
*Attorneys for Alfred B. Chance, Jr.,
M.D., and Debbie Davis CRNP*

Rodney R. Cate, Esq.
Allison L. Collins, Esq.
Jennifer S. Morgan, Esq.
Hand Arendall LLC
11 North Water Street
RSA Tower, Suite 30200
Mobile, Alabama 36601
(251) 432-5511
(251) 694-6375
rcate@handarendall.com
Attorneys for Medusind Solutions, Inc.

VIA REGISTERED MAIL TO THE FOLLOWING:

Samtech Datasys, Inc.; Sam Tech Datasys, Pvt., Ltd.
c/o Bhupinder Singh Multani
D-14, First Floor
Sector - 3
Noida (Uttar Pradesh)

Tata AIG General Insurance Company Ltd.
9th Floor
Nicholas Piramal Tower
Lower Parel, Mumbai, India 400 013

Financial Lines Claims
Tata AIG General Insurance Company Ltd.
Ahura Centre, 4th Floor
82, Mahakali Caves Road
Andheri East, Mumbai, India 400 093

/s/ George W. Finkbohner III
GEORGE W. FINKBOHNER, III

Tata AIG General Insurance Company Ltd.

ELECTRONICALLY FILED
9/17/2010 2:20 PM
CV-2008-901100-00
CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
JODY WISE CAMPBELL, CLERK

Professional Liability
Outsourcing

NOTICE

The content of this policy, including but not limited to the text and images herein, and their arrangement, is the copyright property of American International Group, Inc. ("AIG"). All rights reserved. AIG hereby authorizes you to copy and display the content herein, but only in connection with AIG business. Any copy you make must include this copyright notice. Limited quotations from the content are permitted if properly attributed to AIG; however, except as set forth above, you may not copy or display for redistribution to third parties any portion of the content of this policy without the prior written permission of AIG. No modifications of the content may be made. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, trademark, copyright (except as expressly provided above), or other proprietary rights of AIG or of any third party.

Ahura Centre, 4th Floor, 82, Mahakali Caves Road, Andheri (E), Mumbai-93. Page 1 of 18
Regd. Office: Peninsula Corporate Park, Nicholas Piramal Tower, 9th Floor, Ganpatrao Kadam Marg,
Lower Parel, Mumbai 400012, Maharashtra, India.
For more information call the Tata AIG Helpline at 1-800-119966



MEDU000317

EXHIBIT A



Professional Liability
Outsourcing

Schedule

Policy Number: 2300001965

ITEMS	
Policyholder	Medusind Solutions Private Limited
Policyholder's Main Address	2 nd Floor, Nirlon Complex, Western Express Highway, Goregaon (East), Mumbai - 400 063
Professional Services	1. Outsourcing 2. Technology, and 3. Telecommunications
Policy Period	From: 09 th February 2009 To: 08 th February 2010
Limit of Liability (Aggregate)	Rs.80,000,000
Retention (Each and Every Claim)	Rs.2,000,000
Retroactive Date	09 th February 2005 for a Limit of Liability of Rs.40,000,000 in the aggregate 09 th February 2008 for a Limit of Liability of Rs.40,000,000 excess of Rs.40,000,000 in the aggregate.
Premium	Premium: Rs.540,000 Service Tax (12.36%): Rs. 86,744 Total Premium: Rs.606,744
Date Proposal Signed	01/02/2009
Insurer & Address	Tata AIG General Insurance Company Limited 9th Floor, Nicholas Piramal Tower Lower Parel, Mumbai - 400 013
Claims Notice	Financial Lines Claims Tata AIG General Insurance Company Limited Ahura Centre, 4 th Floor, 82, Mahakali Caves Road, Andheri East, Mumbai - 400093



Tata AIG General Insurance Company Ltd.



Professional Liability
Outsourcing

Under the Section titled "Covers" in the policy:	
Covers	<ul style="list-style-type: none">➤ Professional Liability – Covered➤ Technology Products – Covered➤ Intellectual Property – Covered➤ Defamation – Covered➤ Fraud/Dishonesty – Covered➤ Defence – Covered
Conditions	<ul style="list-style-type: none">➤ USA/Canada Jurisdiction Endorsement

Issued at Mumbai this 02nd day of March 2009

Service Tax Registration No: Insurance/Tata/Mumbai-I/1542/2001-02

For Tata AIG General Insurance Company Ltd.

Varun Tandon
Head Operations



EXHIBIT A

MEDU000319



Professional Liability
Outsourcing

Notice

This is a claims made Insurance policy. This policy will only apply to Claims first made against the Insured by a Third Party and reported to the Insurer during the Policy Period. The limits of liability available to pay judgments or settlements shall be reduced by amounts incurred for legal defence. Further, please note that the amounts incurred for legal defence shall be applied against the Retention amount.

Professional Liability
Outsourcing

In consideration of the payment of the Premium and subject to all of the provisions of this policy, the Insurer agrees as follows.

Covers

All cover under this policy is afforded solely with respect to Claims first made against an Insured during the Policy Period and reported to the Insurer as required by this policy.

Professional Liability The Insurer will pay on behalf of any Insured all Damages resulting from any Claim for any Breach of Duty of the Insured.

Technology Products The Insurer will pay on behalf of any Insured all Damages resulting from any Claim for any Technology Product Failure.

Intellectual Property The Insurer will pay on behalf of any Insured all Damages resulting from any Claim for any Infringement.

Defamation The Insurer will pay on behalf of any Insured all Damages resulting from any Claim for libel or slander committed unintentionally by an Insured.

Fraud/Dishonesty The Insurer will pay on behalf of any Insured, who is not the actual perpetrator, all Damages resulting from any Claim for Fraud/Dishonesty of any Employee.

Defence The Insurer has the right to defend any Claim which this policy may respond to under its Covers or Extensions. The Insurer shall pay Defence Costs incurred in defending such Claim.

The Insurer is under no obligation to pay Loss, unless the Wrongful Act first takes place on or after the Retroactive Date; and: (i) is committed solely in the performance of or failure to perform Professional Services or (ii) arises from Technology Products.





Extensions

Court Attendance

For any person described in (i) and (ii) below who actually attends court as a witness in connection with a Claim notified under and covered by this policy, Defence Costs will include the following rates per day for each day on which attendance in court has been required:

- (i) for any principal, partner, or director Insured Rs.20,000
- (ii) for any Employee Rs.10,000

No Retention shall apply to this Extension.

Extended Reporting Period

If the Insurer cancels or does not renew this policy, other than for any breach of the terms of this policy by an Insured, the Policyholder shall have the right to a period of 30 days following the date of cancellation or expiry in which to give notice of any covered Claim first made against the Insured. That extended reporting period shall not apply if this policy or its cover has been replaced.

Computer Records

With respect to a Third Party's Computer Records:

- (i) for which an Insured is legally responsible, and
- (ii) that, during the Policy Period, have been destroyed, damaged, lost, distorted, erased or mislaid solely in the performance or non-performance of Professional Services,

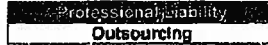
Damages shall also include costs and expenses reasonably incurred by the Insured in replacing or restoring such Computer Records provided that:

- (a) such loss or damage is sustained while the Computer Records are either: (1) in transit; or (2) in the custody of the Insured or of any person to whom the Insured has entrusted them;
- (b) where the lost or mislaid Computer Records have been the subject of a diligent search by or on behalf of the Insured;
- (c) the amount of any Claim for such costs and expenses shall be supported by evidence of expenditure that shall be subject to approval by a competent person to be nominated by the Insurer with the consent of the Insured; and
- (d) the Insurer shall not be liable for any Claim arising out of wear, tear and/or gradual deterioration, moth and vermin.

This Extension will be subject to a Sublimit of Liability of Rs.4,000,000 A separate retention of Rs.40,000 instead of the Retention will apply to each Claim covered under this Extension.

<The balance of this page is intentionally blank.>

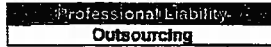




Definitions

"Bodily Injury"	means physical injury, sickness, disease or death; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury.
"Breach of Duty"	means any actual or alleged negligent breach of duty, act, error, misstatements, misleading statements; breach of confidentiality or omission in the performance of or failure to perform Professional Services.
"Claim"	means any: (i) written demand or (ii) civil or administrative proceeding, that seeks Damages from Wrongful Acts.
"Computer Records"	means any Data stored within any: (i) computer, data processing equipment, or any of their respective components; or (ii) computer software; but does not include any currency, negotiable instruments or records thereof.
"Damages"	means any amount that an Insured shall be legally liable to pay to a Third Party in respect of judgments rendered against an Insured, or for settlements negotiated by the Insurer with the consent of either the Insured or the Policyholder.
"Data"	means electronically stored, digital or digitised information or media.
"Defence Costs"	means reasonable fees, costs and expenses incurred by or on behalf of the Insured in the investigation, defence, adjustment, settlement or appeal of any Claim. "Defence Costs" shall not mean any internal or overhead expenses of any Insured or the cost of any Insured's time.
"Employee"	means any natural person who is or has been expressly engaged as an employee under a contract of employment with the Policyholder or any Subsidiary. "Employee" shall not mean any: (i) principal, partner or director; or (ii) temporary contract labour, self-employed person or labour-only sub-contractor.
"Fraud/Dishonesty"	means fraudulent or dishonest conduct of an Employee: (i) not condoned, expressly or implicitly; and (ii) that results in liability to; the Policyholder or any Subsidiary.
"Infringement"	means an unintentional infringement of any intellectual property right of any Third Party, other than patents and Trade Secrets.
"Insured"	means: (1) the Policyholder or any Subsidiary; (2) any natural person, who is or has been a principal, partner or director of the Policyholder or any Subsidiary; (3) any Employee;





Definitions (Continued)

- (4) any temporary contract labour, self-employed persons, labour-only sub-contractors, solely under contract with, and under the direction and direct supervision of the Policyholder or any Subsidiary; and
- (5) any estates or legal representatives of any Insured described in (2) and (3) of this definition;
- but only when providing Professional Services in the foregoing capacities.
- "Insurer"** means the entity specified as such in the Schedule.
- "Limit of Liability"** means the amount specified as such in the Schedule.
- "Loss"** means Damages and Defence Costs. "Loss" shall not mean and this policy shall not cover any (1) Taxes; (2) non-compensatory damages, including punitive, multiple, exemplary or liquidated damages; (3) fines or penalties; (4) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief; (5) compensation, benefits or overhead of, or charges or expenses by any Insured; (6) the costs and expenses associated with any withdrawal, recall, removal or disposal of any product or software because of a known or suspected defect, deficiency or inadequacy; or (7) any matters which may be deemed uninsurable under the law governing this policy or the jurisdiction in which a Claim is brought.
- "Outsourcing"** means the performance of any business functions of a Third Party: (i) that has been outsourced by the Third Party to the Policyholder or any Subsidiary under written contract; (ii) that are not core competencies of the Third Party; and (iii) that relate to the following activities:
- (a) *Call Centres:* call centres providing inbound and outbound telemarketing and survey;
 - (b) *Support* Pre-Scripted Support;
 - (c) *Marketing/Promotion* the marketing or promotion of such Third Party's products or services;
 - (d) *Customer Relations:* customer relationship management;
 - (e) *Data Processing:* Data handling or processing; or
 - (f) *Back Office:* payroll, human resources, bookkeeping, accounts payable, accounts receivable and travel support functions.
- "Policy Period"** means the period of time specified in the Schedule unless the policy is cancelled in which event the Policy Period will end on the effective date of the cancellation.
- "Policyholder"** means the entity or natural person specified as such in the Schedule.
- "Pollutants"** means, but is not limited to, any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise, including asbestos, smoke, vapour, soot, fibres, mould, spores, fungus, germs, fumes, acids, alkalis, nuclear or radioactive material of any sort, chemicals or waste. "Waste" includes, but is not limited to, material to be recycled, reconditioned or reclaimed.





Definitions (Continued)

- "Pre-Scripted Support"** means telephone, e-mail or online support on behalf of the Third Party which, in response to inquiries, provides scripted responses that have been provided or approved in advance by the Third Party.
- "Premium"** means the amount specified as such in the Schedule and any premium adjustment reflected in an endorsement to this policy.
- "Professional Services"** means the professional services of the Policyholder and any Subsidiary as specified in the Schedule.
- "Property Damage"** means damage to or loss of or destruction of tangible property or loss of use thereof.
- "Public Key Infrastructure"** means the policies, methods, equipment and procedures including associated software, hardware and firmware for establishing and managing a secure method for exchanging electronic information involving the use of certification certificates, digital certificates, digital signatures, public and/or private keys.
- "Retention"** means the amount specified as such in the Schedule.
- "Retroactive Date"** means the date specified as such in the Schedule.
- "Subsidiary"** means companies in which the Policyholder, either directly or indirectly through one or more of its Subsidiaries;
(i) controls the composition of the board of directors;
(ii) controls more than half of the voting power; or
(iii) holds more than half of the issued share capital.
For any Subsidiary or any Insured thereof, cover under this policy shall only apply to Wrongful Acts committed while such entity is a Subsidiary of the Policyholder.
- "Taxes"** means any tax obligations of a Third Party or an Insured; other than any additional taxes imposed upon a Third Party as a result of a Breach of Duty.
- "Technology"** means any:
(i) software services;
(ii) Data services; or
(iii) services that facilitate access to or the use of Data or software via the Internet;
of the Policyholder or any Subsidiary.
- "Technology Product"** means any computer hardware or firmware:
(i) sold, leased or otherwise supplied;
(ii) licensed; or
(iii) installed, modified or serviced;
by any Insured.
- "Technology Product Failure"** means any actual or alleged negligent breach of duty, act, error, misstatements, misleading statements or omission in connection with any Technology Product.





Definitions (Continued)

- "Telecommunications"** means any voice or Data transmission related services.
- "Third Party"** means any entity or natural person; provided, however, **Third Party** does not mean: (i) any **Insured**; or (ii) any other entity or natural person having a financial interest or executive role in the operation of the **Policyholder** or any **Subsidiary**.
- "Trade Secret"** means information that derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use.
- "Wrongful Act"** means any **Breach of Duty, Technology Product Failure, Infringement, libel, slander, or Fraud/Dishonesty**.

<The balance of this page is intentionally blank.>





Exclusions

This policy shall not cover Loss in connection with any Claim:

<i>Antitrust</i>	arising out of, based upon or attributable to any actual or alleged antitrust violation, restraint of trade or unfair competition;
<i>Bodily Injury/ Property Damage</i>	arising out of, based upon or attributable to Bodily Injury or Property Damage unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing Professional Services ;
<i>Contractual Liability/ Performance Guarantees</i>	arising out of, based upon or attributable to any: (i) contractual liability or other obligation assumed, that goes beyond the duty to use such skill and care as is ordinarily applied to the professional services provided; (ii) guarantee or warranty; (iii) delay in performing, failing to perform or failing to complete any Professional Services , unless such delay or failure arises from a Breach of Duty by an Insured ; or (iv) delay in the supply, installation, modification or service of any Technology Products ;
<i>Costs Assessment</i>	arising out of, based upon or attributable to any failure by any Insured or other party acting for the Insured to make an accurate pre-assessment of the cost of Technology Products or performing Professional Services ;
<i>Employment / Discrimination</i>	arising out of, based upon or attributable to any: (i) actual or alleged employment related: practices, harassment or discrimination; or (ii) intentional or systemic harassment or discrimination;
<i>Funds Transfer</i>	arising out of, based upon or attributable to any deliberately misdirected or fraudulent transfer of funds, monies or securities;
<i>Government / Regulatory Actions</i>	arising out of, based upon or attributable to any government, regulatory, licensing or commission action or investigation; unless relating solely to the performance of or failure to perform Professional Services for such entities;
<i>Insolvency</i>	arising out of, based upon or attributable to the insolvency, administration or receivership of the Insured ;
<i>Infrastructure</i>	arising out of, based upon or attributable to: (i) mechanical failure; (ii) electrical failure, including any electrical power interruption, surge, brown out or black out; or (iii) satellite systems failure;
<i>Internet Material</i>	arising out of, based upon or attributable to material which is published or posted on the Insured's own websites, bulletin boards or chat rooms where, prior to publishing or posting, the Insured has no knowledge of either the content or source of the material;
<i>Joint Ventures</i>	arising out of, based upon or attributable to work carried out by the Insured for and in the name of any association or joint venture of which an Insured forms part;
<i>Manufacturing Liability</i>	under the Technology Products Cover, arising out of, based upon or attributable to any design defect or manufacturing defect in any product;

Ahura Centre, 4th Floor, 82, Mahakali Caves Road, Andheri (E), Mumbai-93 Page 10 of 18
Regd. Office: Peninsula Corporate Park, Nicholas Piramal Tower, 9th Floor, Ganpatrao Kadam Marg,
Lower Parel, Mumbai 400013, Maharashtra, India
For more information call the Tata AIG Help Line at 1-800-119966



MEDU000326



Professional Liability
Outsourcing

Exclusions (Continued)

Misdeeds	arising out of, based upon or attributable to any act which a judge, jury or other official tribunal or panel finds, or which an Insured admits, to be a criminal, dishonest or fraudulent act; and in such event, the Insurer shall be reimbursed for all Loss paid in connection with such Claim; provided, however, that this exclusion shall not apply to the Fraud/Dishonesty Cover;
Patent/Trade Secret	arising out of, based upon or attributable to the breach of licences concerning, infringement of or misappropriation of patents or Trade Secrets;
Pollution	arising out of, based upon or attributable to: (i) the actual, alleged or threatened presence, discharge, dispersal, release, migration or escape of pollutants, or (ii) any direction, request or effort to: (a) test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants, or (b) respond to or assess the effects of Pollutants;
Prior Claims / Circumstance	(i) made prior to or pending at the inception of this policy; or (ii) arising out of, based upon or attributable to any circumstance that, as of the inception of this policy may reasonably have been expected by any Insured to give rise to a Claim;
Public Key Infrastructure	arising out of, based upon or attributable to where the Insured acted in the actual or effective capacity of a certificate authority, certificate repository, validation authority or registration authority or arising out of the theft of any Public Key Infrastructure
Trade Debts	arising out of, based upon or attributable to any (i) trading debt incurred by an Insured or (ii) guarantee given by an Insured for a debt;
U.S.A./Canada	made or pending within; or to enforce a judgment obtained in, the United States of America, Canada, or any of their territories or possessions, or
War/Terrorism	arising out of, based upon or attributable to any war (declared or otherwise), terrorism, warlike, military, terrorist or guerrilla activity, sabotage, force of arms, hostilities (declared or undeclared), rebellion, revolution, civil disorder, insurrection, usurped power, confiscation, nationalisation or destruction of or damage to property by or under the order of, any governmental, public or local authority or any other political or terrorist organisation.

<The balance of this page is intentionally blank.>





Claims

Notification of Claims

The Insured shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of any Claim first made against the Insured as soon as practicable, during the Policy Period and in any event within 30 days of any Claim made against any Insured or any circumstances occurring during the Policy Period which might reasonably be expected to give rise to a Claim. All notifications must be in writing or by facsimile, and addressed as required in the Claims Notice Item on the Schedule.

Related Claims

If notice of a Claim against an Insured is given to the Insurer pursuant to the terms and conditions of this policy, then: (i) any subsequent Claim alleging, arising out of, based upon or attributable to the facts alleged in that previously noticed Claim; and (ii) any subsequent Claim alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged in that previously noticed Claim, shall be considered made against the Insured and reported to the Insurer at the time notice was first given. Any Claim or Claims arising out of, based upon or attributable to (i) the same cause, or (ii) a single Wrongful Act, or (iii) a series of continuous, repeated or related Wrongful Acts, shall be considered a single Claim for the purposes of this policy.

Circumstances

During the Policy Period, an Insured may become aware of circumstances which may reasonably be expected to give rise to a Claim. In such event, an Insured may report the circumstances in writing to the Insurer. If in doing so, the Insured provides: (i) the reasons for anticipating the Claim, and (ii) full particulars as to dates, acts and persons involved; then any Claim which is subsequently made against an Insured and reported in writing to the Insurer alleging, arising out of, based upon or attributable to such circumstances, or alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged or described in the previously notified circumstances, shall be considered first made against the Insured and reported to the Insurer at the time the facts or circumstances were first reported, if accepted by the Insurer.

Defence/Settlement

The Insurer does not assume any duty to defend, and the Insured shall defend and contest any Claim made against them unless the Insurer, in its sole and absolute discretion, elects in writing to take over and conduct the defence and settlement of any Claim. If the Insurer does not so elect, it shall be entitled, but not required, to participate fully in such defence and the negotiation of any settlement that involves or appears reasonably likely to involve the Insurer. The Insurer has the right at any time after notification of a Claim to make a payment to the Insured of the unpaid balance of the Limit of Liability, and upon making such payment, all obligations of the Insurer to the Insured under this policy, including, if any, those relating to defence, shall cease.

Insurer's Consent

As a condition precedent to cover under this policy, no Insured shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, or incur any Defence Costs without the prior written consent of the Insurer. Only those settlements, judgments and Defence Costs consented to by the Insurer, and judgments resulting from Claims defended in accordance with this policy, shall be recoverable as Loss under this policy. The Insurer's consent shall not be unreasonably withheld, provided that the Insurer shall be entitled to exercise all of its rights under the policy.





Claims (Continued)

- Insured's Consent** The Insurer may make any settlement of any Claim it deems expedient with respect to any Insured, subject to such Insured's written consent. If any Insured withholds consent to such settlement, the Insurer's liability for all Loss on account of such Claim shall not exceed the amount for which the Insurer could have settled such Claim, plus Defence Costs incurred as of the date such settlement was proposed in writing by the Insurer, less coinsurance (if any) and the applicable Retention.
- Co-operation** The Insured will at their own cost: (i) render all reasonable assistance to the Insurer and co-operate in the defence of any Claim and the assertion of indemnification and contribution rights; (ii) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any Loss under this policy; (iii) give such information and assistance to the Insurer as the Insurer may reasonably require to enable it to investigate any Loss or determine the Insurer's liability under this policy.
- Allocation** In the event that any Claim involves both covered matters and matters not covered under this policy, a fair and proper allocation of any cost of defence, damages, judgments and/or settlements shall be made between each Insured and the Insurer taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.
- Fraudulent Claims** If any Insured shall give any notice or claim cover for any Loss under this policy knowing such notice or claim to be false or fraudulent as regards amounts or otherwise, such Loss shall be excluded from cover under the policy, and the Insurer shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this policy in its entirety, and in such case, all cover for Loss under the policy shall be forfeited and all Premium deemed fully earned and non-refundable.

<The balance of this page is intentionally blank.>





Purchase and Administration

Policy Purchase

In granting cover to the Insured, the Insurer has relied upon the material statements and particulars in the proposal together with its attachments and other information supplied. These statements, attachments and information are the basis of cover and shall be considered incorporated and constituting part of this policy. If the Insurer becomes entitled to avoid this policy from inception or from the time of any variation in cover, the Insurer may at its discretion maintain this policy in full force but exclude the consequences of and any Claim relating to any matter which ought to have been disclosed before inception or any variation in cover.

Administration

The Policyholder has acted and shall act on behalf of each and every Insured with respect to: (1) negotiating terms and conditions of, binding and amending cover; (2) exercising rights of Insureds; (3) notices; (4) Premiums; (5) endorsements; (6) dispute resolution; and (7) payments to any Insured.

<The balance of this page is intentionally blank.>





Professional Liability
Outsourcing

Limit And Retention

Limit of Liability

The total amount payable by the Insurer under this policy shall not exceed the Limit of Liability. Sublimits of Liability, Extensions and Defence Costs are part of that amount and are not payable in addition to the Limit of Liability. The Limit of Liability for the period provided in the Extended Reporting Period Extension is part of, and not in addition to, the Limit of Liability for the Policy Period. The inclusion of more than one Insured under this policy does not operate to increase the total amount payable by the Insurer under this policy. The Computer Records Extension Sublimit of Liability shall be part of and not in addition to the Limit of Liability.

Retention

The Insurer shall only pay for the amount of any Loss which is in excess of the Retention. For the avoidance of doubt, the Retention also applies to Defence Costs. The Retention is to be borne by the Insured and shall remain uninsured. A single Retention shall apply to Loss arising from all Claims alleging the same Wrongful Act. Insurer may, in its sole and absolute discretion, advance all or part of the Retention, and, in that event, such amounts shall be reimbursed to the Insurer by the Insureds forthwith.

**Other Insurance/
Indemnification**

Unless otherwise required by law, Cover under this policy is provided only as excess over any self-insurance or other valid and applicable insurance, unless such other insurance is written only as specific excess insurance over the Limit of Liability. If such other insurance is provided by the Insurer or any member company or affiliate of American International Group, Inc. ("AIG"), then the maximum amount payable by AIG under all such policies shall not exceed the Limit of Liability of that policy referred to above which has the highest applicable Limit of Liability. Nothing contained herein shall be construed to increase the Limit of Liability of this policy. To the extent that another insurance policy imposes upon an Insurer a duty to defend a Claim, Defence Costs arising out of such Claim shall not be covered under this policy.

<The balance of this page is intentionally blank.>





General Provisions

Assignment This policy and any rights under or in respect of it cannot be assigned without the prior written consent of the Insurer.

Cancellation

By Policyholder. This policy may be cancelled by the Policyholder at any time only by mailing written prior notice to the Insurer. In such case, if no Claim has been made and no circumstance has been notified prior to such cancellation; Insurer shall retain the customary short rate proportion (unexpired portion of Premium less handling charges) of the Premium. Otherwise, Premium shall not be returnable and shall be deemed fully earned at cancellation.

By Insurer. This policy may be cancelled by the Insurer delivering to the Policyholder by registered, certified, other first class mail or other reasonable delivery method, at the address of the Policyholder set forth in the Schedule, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. Proof of mailing or delivery of such notice shall be sufficient proof of notice and this policy shall be deemed cancelled as to all Insureds at the date and hour specified in such notice. In such case, the Insurer shall be entitled to a *pro-rata* proportion of the Premium. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

Arbitration

Any and all disputes or differences which may arise under, out of, in connection with or in relation to this policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).

In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.

The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.





General Provisions (Continued)

The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.

It is a condition precedent to any right of action or suit upon this policy that the award by such arbitrator or arbitrators shall be first obtained.

In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

Insolvency

Insolvency, receivership or bankruptcy of any Insured shall not relieve the Insurer of any of its obligations hereunder.

Plurals, Headings and Titles

The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this policy, words in bold typeface have special meaning and are defined. Words that are not specifically defined in this policy have the meaning normally attributed to them.

Scope and Governing Law

Where legally permissible and subject to the U.S.A./Canada Exclusion, this policy shall apply to any Claim made against any Insured anywhere in the world. Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with the laws of India and in accordance with the English text as it appears in this policy.

Subrogation

If any payment is to be made under this policy in respect of a Claim, the Insurer shall be subrogated to all rights of recovery of the Insured whether or not payment has in fact been made and whether or not the Insured has been fully compensated for its actual loss. The Insurer shall be entitled to pursue and enforce such rights in the name of the Insured, who shall provide the Insurer with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. The Insured shall do nothing to prejudice these rights. Any amount recovered in excess of the Insurer's total payment shall be restored to the Insured less the cost to the Insurer of such recovery. The Insurer agrees not to exercise any such rights of recovery against any Employee unless the Claim is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the Employee. In its sole discretion, the Insurer may, in writing, waive any of its rights set forth in this Subrogation Clause.

Validity

This policy is not binding upon the Insurer unless it is countersigned on the Schedule by an authorised representative of the Insurer.



Tata AIG General Insurance Company Ltd.



Professional Liability
Outsourcing

Attached to and forming part of Policy No: 2300001965

USA/CANADA JURISDICTION ENDORSEMENT

The USA/ Canada Jurisdiction Exclusion is deleted and replaced by the following:

U.S.A./Canada

The Insurer will pay on behalf of any Insured all Damages resulting from any Claim made or pending within; or to enforce a judgment obtained in, the United States of America, Canada, or any of their territories or possessions.

For the purposes of this endorsement:

The following Exclusion is added to the policy:

- a) any actual or alleged violation of any responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 or any amendment thereof
- b) any actual or alleged violation of any provision of the Securities Act of 1933 the Securities Exchange Act of 1934 or any similar federal or state law or any common law relating thereto
- c) any actual or alleged violation of the Racketeer Influenced and Corrupt Organisation Act 18 USC Section 1961 et seq and any amendments thereto or any Rules or Regulations promulgated thereunder.

All other terms conditions and exclusions remain unchanged.

Ahura Centre, 4th Floor, 82, Mahakali Caves Road, Andheri (E), Mumbai-93 Page 18 of 18
Regd. Office: Peninsula Corporate Park, Nicholas Piramal Tower, 9th Floor, Ganpatrao Kadam Marg,
Lower Parel, Mumbai 400013, Maharashtra, India.
For more information call the Tata AIG Helpline at 1-800-119966



MEDU000334

EXHIBIT A



RECEIPT

Receipt No. **02-01-00268098**

Receipt Date: **10/02/2009**

Received with thanks from M/s. Medusind Solutions India Pvt Ltd, a sum of Rs. 664,000.00 (Rupees Six Lakhs Sixty Four Thousand Only), vide Cheque No. 201852 dated 06/02/2009 drawn on Citi Bank, Mumbai, towards the following:

S. No.	Policy/Endorsement No.	Premium (Rs.)
1	2300001965	606,744.00



Note:

1. This is a computer generated receipt and does not require a signature.
2. This receipt is issued subject to realisation of the cheque.
3. Upon issuance of this receipt, all previously issued temporary receipts, if any, related this policy, are considered null and void.
4. Any excess amount will be adjusted against subsequent policy applications, or applications, or will be refunded on demand.