

Maxima Professional Liability Insurance – Technology Policy Wording (Commercial)

ZK - 24-25/v2

Notice

This Policy is on a **Claims Made** basis, which means that the Policy will only apply to the **Claims** first made and reported to the **Insurer** during the **Policy Period**.

Various provisions in this **Policy** restrict coverage. Read the entire **Policy** carefully to determine rights, duties and what is and is not covered and should you have any query, please contact your Agent, intermediary or any of our branch office.

Amounts incurred for legal defence will reduce the Total Aggregate Limit of Liability available to pay judgements or settlements and be applied against the **Retention**.

The **Insurer** does not assume any duty to defend and relies upon the statements made, information contained in the proposal form, which form the basis of this Policy. In consideration of the receipt of the **Premium**, the **Insurer** and the Policyholder agree as follows.

1. Insuring Clause

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.

1.1. 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**.

1.2. Technology Products

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

1.3. Intellectual Property

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

1.4. 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**.

1.5. 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**.

1.6. 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 sublimit for the above Insuring clause is part of and not in addition to the **Total Aggregate Limit of Liability** mentioned in the Schedule.

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**.

2. Standard Extensions

All standard extensions as given below are granted only up to the limits specified in the Schedule.

The total of all sub limits under the 'Standard Extensions' will be within the overall Limit of Liability and not in addition to the **Total Aggregate Limit of Liability** (AOE:AOY), unless otherwise stated.

No cover shall be granted under any of the Standard extensions unless specified in the Schedule.

2.1. Automatic Acquisitions of New Subsidiaries

If during the **Policy Period** the **Insured** acquires or creates a new **Subsidiary** then that legal entity shall be covered as a **Subsidiary** under this Policy with effect from the date of acquisition or creation unless at the time of such acquisition, the legal entity:

- Is domiciled in the United States of America or Canada, its territories and possessions and any state or political subdivision thereof;
- Is a Financial Institution
- Has assets greater than the Acquisition Threshold stated in the Schedule;

If the new **Subsidiary** does not automatically gain coverage because of the conditions mentioned above, then there is automatic coverage for 30 days, during which time the **Insured** must divulge full information of the new **Subsidiary** for the **Insurer's** assessment of the increased exposure and the **Insurer** may then agree at their absolute discretion to extend cover in return for the payment of additional **Premium** and/or amendments to the terms of this Policy.

Such cover as is afforded by this Policy in respect of such acquisition shall only be effective in respect of **Wrongful Acts** occurring after the date of the acquisition.

2.2. 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:

- (a) for any principal, partner, or director **Insured** – INR as shown in Schedule
- (b) for any **Employee** – INR as shown in Schedule

No **Retention** shall apply to this Extension.

2.3. Estates and legal representatives

The **Insurer** agrees to include in the definition of '**Insured**' the estate, heirs, legal representatives or assigns of **Insured's** in the event of the death or incapacity of **Insured** in respect of a civil liability that would have been covered by Insuring clause had it been if **Insured** were alive or had capacity, provided that such estate, heirs, legal representatives or assigns shall observe and be subject to all terms of this policy in so far as they can apply.

2.4. Extended Reporting Period

The **Insurer** will automatically provide a Basic Extended Reporting Period for the period shown in the Schedule from the expiry of this Policy if this insurance is cancelled or not renewed;

How Extended Reporting Periods Apply

Extended Reporting Periods:

- a. apply only to **Claims** for **Damages** that did not occur before the **Retroactive Date** or after the end of the **Policy Period**
- b. do not:
 - i. extend the **Policy Period** or change the scope of coverage provided;
 - ii. reinstate or increase the Limits of Liability; or
 - iii. apply to any **Damages, Claim, Suit** or other circumstance reported, in whole or in part, to the **Insurer** or any other **Insurer** before the beginning of the applicable Extended Reporting Period.
- c. **Claims** notified in the Extended Reporting Periods will be deemed to have been made during the **Policy Period**.

2.5. Inquiry Costs

The **Insurer** will indemnify the **Insured** for the reasonable and necessary legal costs and expenses incurred with **Insurer's** prior written consent (not to be unreasonably withheld or unreasonably delayed) for representation of the **Insured** at any regulatory inquiry, disciplinary proceeding or other proceedings (other than in respect of a **Claim**) that the **Insured** first became aware of and was first initiated during the **Policy Period**.

2.6. Legal Representation Expenses

The **Insurer** will pay for any **Insured** in respect of any reasonable and necessary costs and expenses incurred by the **Insured** with the prior written consent of the **Insurers** for representation at any inquiry or other proceeding arising out of any **Claim** first made against the **Insured** during the **Policy Period** and notified to the **Insurer** in accordance with the **Claims** Conditions of this Policy in respect of the conduct of the **Professional Services** covered under the Policy and which are not indemnified as **Defence Costs**.

2.7. Lost 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:
 - i. in transit; or
 - ii. 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.

2.8. Outgoing Principals and Employees

The **Insurer** agrees to cover former principals, partners, directors and **Employees** of the **Insured** in respect of Legal liability of the **Insured** by the Insuring Clause provided that the definition of **Insured** includes those persons and only in respect of work performed in capacity while being a principal, partner, director or **Employee** of the **Insured**.

2.9. Public Relations Expenses

Where a **Claim** has been made against the **Insured** for which cover is available under this Policy (or where the **Insured** has notified facts which may give rise to a future **Claim**), and in the reasonable belief of the

Insured the **Insured's** reputation has been or will be significantly impaired, then **Insurer** will reimburse the **Insured** for any reasonable and necessary costs and expenses of a public relations consultant retained by the **Insured** with Our prior written consent to design and implement a reasonable and necessary publicity campaign approved by **Insurer** with the object of preventing or mitigating damage to the reputation of the **Insured** in consequence of such **Claim** or anticipated **Claim**.

Insurer will not unreasonably withhold or unreasonably delay their consent or approval required by this extension.

2.10. Unauthorised Access

The **Insurer** agrees to provide coverage in respect of any **Claim** made against the **Insured** arising from unauthorised access to the **Insured's Computer Records**.

For the purpose of this extension "Unauthorised Access" means:

- a) the use of or access to Computer Systems by a person not authorised to do so by the Policyholder; or
- b) the authorised use of or access to Computer Systems in a manner not authorised by the Policyholder.

2.11. Vicarious Liability Extension

The **Insurer** agrees to pay to the **Insured** in respect of any **Claim** made against **Insured** arising from any act, error or omission committed or alleged to have been committed by any **Third Party** for whose acts, errors or omissions **Insured** is legally liable, provided that such coverage shall not extend to any such **Third Party**.

3. Exclusion

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

- 3.1. Asbestos - arising out of, based upon or attributable to, any actual or alleged asbestos related **Loss** injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos.
- 3.2. Antitrust - arising out of, based upon or attributable to any actual or alleged violation of the Competition Act 2002, India, and amendments thereto, or any other law, anywhere in the world, involving anti-trust, monopoly, price fixing, price discrimination, predatory pricing, restraint of trade, or which otherwise protects competition;
- 3.3. **Bodily Injury/Property Damage** - 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**;
- 3.4. Contractual Liability/Performance Guarantees - arising out of, based upon or attributable to any:
 - a. 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;
 - b. guarantee or warranty;
 - c. 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
 - d. delay in the supply, installation, modification or service of any **Technology Products**;
- 3.5. Costs Assessment - 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**
- 3.6. Directors and Officers and Employment Liabilities Exclusion - any **Claim**
 - arising out of, based upon or attributable to any **Claim** made against an **Insured** in their capacity as a director, officer, trustee, Member or partner of the **Insured** in

respect of the performance or non - performance of their duties as a director, officer, trustee, Member or partner of the **Insured**.

- by any person for **Bodily Injury**, sickness, disease or death incurred, contracted or occurring whilst under a contract of service or consultancy or apprenticeship with an **Insured** or for any breach of any obligation owed by an **Insured** as an employer.

- 3.7. Employment/Discrimination - arising out of, based upon or attributable to any actual or alleged act of sexual, racial or other harassment and/or sexual molestation and/or sexual and/or racial and/or disability and/or sexual orientation and/or religious and/or age discrimination or victimization, or discrimination or victimization of any other kind, whether from any **Employee** or not.
- 3.8. Government/Regulatory Actions - 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
- 3.9. Insolvency - arising out of, based upon or attributable to the insolvency, administration or receivership of the **Insured**;
- 3.10. Infrastructure – arising out of, based upon or attributable to any actual or alleged:
- a. mechanical failure;
 - b. electrical failure, including any electrical power interruption, surge, brown out or black out and/or interruption of utility services including unavailability of the internet services; or
 - c. telecommunications or satellite systems failure, unless such failure arises from a **Breach of Duty** by an **Insured** or a **Technology Product Failure**;
- 3.11. Internet Material – 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;
- 3.12. **Insured vs. Insured** - Any **Claim** made against the **Insured** by any other **Insured**
- 3.13. Licensing Fees/ Royalty Payments - Arising out of, based upon or attributable to any actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments;
- 3.14. Manufacturing Liability - under the **Technology Products** Cover, arising out of, based upon or attributable to any design defect or manufacturing defect in any product;
- 3.15. 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 Professional Liability **Technology** 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;
- 3.16. 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**;
- 3.17. 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 neutralize **Pollutants**, or
 - (b) respond to or assess the effects of **Pollutants**;

- 3.18. 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**;
- 3.19. **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**;
- 3.20. 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;
- 3.21. 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.

4. Definitions

- 4.1. “**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.
- 4.2. “**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**.
- 4.3. “**Claim**” means any:
- (i) written demand or
 - (ii) civil or administrative proceeding, that seeks **Damages** from **Wrongful Acts**.
- 4.4. “**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.
- 4.5. “**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 **Policy holder**.
- 4.6. “**Data**” means electronically stored, digital or digitised information or media.
- 4.7. “**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.
- 4.8. “**Employee**” means any natural person who is or has been expressly engaged as an **Employee** under a contract of employment with the **Policy holder** 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.
- 4.9. “**Fraud/Dishonesty**” means fraudulent or dishonest conduct of an **Employee**:
- i. not condoned, expressly or implicitly; and
 - ii. that results in liability to; the **Policy holder** or any **Subsidiary**.

- 4.10. **“Infringement”** means an unintentional **Infringement** of any intellectual property right of any **Third Party**, other than Patents and **Trade Secrets**.
- 4.11. **“Insured”** means:
- i. the **Policy holder** or any **Subsidiary**;
 - ii. any natural person, who is or has been a principal, partner or director of the **Policy holder** or any **Subsidiary**;
 - iii. any **Employee**;
 - iv. any temporary contract labour, self-employed persons, labour only sub-contractors, solely under contract with, and under the direction and direct supervision of the **Policy holder** or any **Subsidiary**; and
 - v. any estates or legal representatives of any **Insured** described in (ii) and (iii) of this definition; but only when providing **Professional Services** in the foregoing capacities.
- 4.12. **“Insurer”** means Zurich Kotak General Insurance Company (India) Limited
- 4.13. **“Jurisdiction”** – As Specified in the Schedule
- 4.14. **“Total Aggregate Limit of Liability”** means the amount specified as such in the Schedule.
- 4.15. **“Loss”** means **Damages** and **Defence Costs**. **“Loss”** shall not mean and this policy shall not cover any
- I. taxes;
 - ii. non-compensatory **Damages**, including punitive, multiple, exemplary or liquidated **Damages**;
 - iii. fines or penalties;
 - iv. the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
 - v. compensation, benefits or overhead of, or charges or expenses by any **Insured**;
 - vi. 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
 - vii. any matters which may be deemed uninsurable under the law governing this policy or the **Jurisdiction** in which a **Claim** is brought.
- 4.16. **“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.
- 4.17. **“Policy holder”** means the entity or natural person specified as such in the Schedule.
- 4.18. **“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
- 4.19. **“Premium”** means the amount specified as such in the Schedule and any **Premium** adjustment reflected in an endorsement to this policy.
- 4.20. **“Professional Services”** means the **Professional Services** of the **Policy holder** and any **Subsidiary** as specified in the Schedule.
- 4.21. **“Property Damage”** means damage to or **Loss** of or destruction of tangible property or **Loss** of use thereof.
- 4.22. **“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.
- 4.23. **“Retention”** means the amount specified as such in the Schedule.
- 4.24. **“Retroactive Date”** means the date specified as such in the Schedule.
- 4.25. **“Subsidiary”** means companies in which the **Policy holder**, 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 **Policy holder**.
- 4.26. **“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 **Policy holder** or any **Subsidiary**.
- 4.27. **“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**.
- 4.28. **“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**.
- 4.29. **“Territory”** – As Specified in the Schedule
- 4.30. **“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 **Policy holder** or any **Subsidiary**.
- 4.31. **“Legal Representation Expenses”** means reasonable **Defence Costs** which an **Insured** Person incurs on account of any **Formal Inquiry** initiated during the **Policy Period**.
- 4.32. **“Formal Inquiry”** means an official investigation, official examination or official inquiry, in relation to the business or activities of the **Insured** or the conduct of an **Insured**, arising from the **Wrongful Act** occurring after **Retroactive Date**, for which the notice or process compelling attendance or provision of information or documents by an **Insured** is first served during the **Policy Period**.
- 4.33. **“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.
- 4.34. **“Wrongful Act”** means any **Breach of Duty**, **Technology Product Failure**, **Infringement**, libel, slander, or **Fraud/Dishonesty**.
5. **Limit of Liability and Retention**
- 5.1. **Limit and Retention**
- The total amount payable by the **Insurer** under this policy shall not exceed the **Total Aggregate Limit of Liability**. Sub limits of Liability, Extensions and **Defence Costs** are part of that amount and are not payable in addition to the **Total Aggregate 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 **Total Aggregate Limit of Liability** for the **Policy Period**.

6.10. 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.

7. Purchase and Administration

7.1. 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.

7.2. Administration –

The **Policy holder** has acted and shall act on behalf of each and every **Insured** with respect to:

- a. negotiating terms and conditions of, binding and amending cover;
- b. exercising rights of **Insureds**;
- c. notices;
- d. **Premiums**;
- e. endorsements;
- f. dispute resolution; and
- g. payments to any **Insured**.

8. General Provisions

8.1. Disclosure to information norm

This Policy has been issued on the basis of the information provided in respect of **Insured** in the Proposal Form, personal statement and any other details submitted in relation to the Proposal Form/personal statement. The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact. If at the time of issuance of Policy or during continuation of the Policy, any material fact in the information provided to the Company in the Proposal Form or otherwise, by **Insured**, or anyone acting on behalf of **Insured** is found to be incorrect, incomplete, suppressed or not disclosed, wilfully or otherwise, the Policy shall be void, and no benefit will be payable thereunder.

8.2. Assignment

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

8.3. Cancellation

The **Insured** may cancel the Policy by giving 30 days' prior notice in writing to the **Insurer** upon which the **Insurer** shall refund **Premium** for the unexpired **Policy Period** at the short period scales specified below unless a **Claim**/circumstance has been notified under the Policy, in which case the **Insurer** shall not be liable to refund any **Premium**.

Short Period Scale

Time period for which Insurance is in force	Percent of the Annual Premium retained by Insurer
1 to 90 days	35%
91 to 180 days	65%
181 to 270 days	80%
270 days	100%

The **Insurer** may cancel the Policy on grounds of misrepresentation, fraud, non-disclosure or non-cooperation by the **Insured** by giving 30 days' notice in writing to the **Insured** and there would be no refund of **Premium**.

8.4. Short Term Policy

The **Insurer** may at their discretion issue short term policy as and when required

8.5. Change in Risk

If during the **Policy Period** any of the below occurs, the **Insured** must give written notice to the **Insurer**:

- o a major change in the **Professional Services** provided
- o a change in the **Professional Services** provided geographically.
- o If the **Insured's** turnover increases by more than 20%
- o The **Insurer** is then entitled to impose additional **Premium**, terms and conditions or even terminate the Policy as the **Insurer** deems necessary.

8.6. Mergers and Acquisitions

In the event that the Policyholder consolidates, merges or is acquired by another entity, then the Policyholder shall inform the **Insurer** in writing about such consolidation, merger or acquisition without undue delay. This insurance then shall cover only **Claims** where the alleged **Wrongful Act** occurred before the effective date of such transaction. The **Insurer** and the Policyholder may conclude a written amendment to the insurance Policy, by which the insurance would apply also to the **Wrongful Act** occurred after the effective date of the transaction, including any additional conditions or increase of **Premium**.

8.7. Arbitration

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Note: The above Arbitration Clause is not applicable to retail/individual policyholders.

8.8. Insolvency

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

8.9. 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.

8.10. Scope and Governing Law

This policy shall apply to any **Claim** made against any **Insured** for the coverage **Territory** and **Jurisdiction** as mentioned in the Schedule. 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.

8.11. 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

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.

5.2. 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**.

5.3. 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 Insurance afforded by this policy. Nothing contained herein shall be construed to increase the Limit of Liability of this policy.

This policy shall be excess of and shall not contribute with such other insurance. Nothing in this policy shall be construed to make this policy subject to any of the terms of other insurance.

6. Claims

6.1. 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 and during the **Policy Period**. All notifications must be in writing or by facsimile, and addressed as required in the **Claims** Details Item on the Schedule.

6.2. 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.

6.3. 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:

- a. the reasons for anticipating the **Claim**, and
- b. 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**.

6.4. 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.

6.5. 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 all of its rights under the Policy.

6.6. 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**.

6.7. 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.

6.8. Control Group Clause–

It is hereby agreed and declared that the **Insured** shall deem to have knowledge of **Claims**, events, circumstances, Accident, offence or a suit only if the “Control Group” comprising persons declared by the **Insured** have knowledge of the same or the same have been brought to their attention.

The Control group would consist of the following, present or future president, chief executive officer, chief financial officer, in-house general counsel, risk manager, managing director, chairperson, or equivalent position in any **Jurisdiction** and in active and permanent employment of the **Insured**.

Even if the **Claims**, events, circumstances, Accident, offence or a suit is brought to knowledge of any one member of the “Control Group”, it will be deemed to be in knowledge of the entire “Control Group”.

6.9. 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.

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.

8.12. Validity

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

8.13. Sanction Clause

The **Insurer** shall not be deemed to provide cover under this **Policy** or be liable to pay any **Claim** under the **Policy** to the extent that the provision of such cover or payment of such **Claim** would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or Switzerland.

8.14. Grievance

For resolution of any query or grievance, **Insured** may contact the

respective branch office of the **Insurer** or may call toll free number 1800 266 4545 or may write an e-mail at care@zurichkotak.com.

In case the **Insured** is not satisfied with the response, **Insured** may contact the Grievance Officer of the **Insurer** at grievanceofficer@zurichkotak.com. In case if the **Insured** is not satisfied with the solution the Grievance Officer has provided, **Insured** can write to seniorgrievanceofficer@zurichkotak.com/ chiefgrievanceofficer@zurichkotak.com.

However, if the resolution provided by the **Insurer** is not satisfactory the **Insured** may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal <https://bimabharosa.irdai.gov.in>

The **Insured** may also approach Insurance Ombudsman, subject to vested **Jurisdiction**, for the redressal of grievance. The details of the Insurance Ombudsman is available hereunder.

The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at **Insurer's** website: www.zurichkotak.com

The updated details of Insurance Ombudsman offices are also available on the website of Council for Insurance Ombudsmen: www.cioins.co.in/Ombudsman

Details of Insurance Ombudsman

Office Details	Jurisdiction of Office Union Territory, District
Ahmedabad: Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06; Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
Bengaluru: Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049; Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
Bhopal: Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202; Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh and Chattisgarh.
Bhubneshwar: Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455; Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
Chandigarh: Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468; Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
Chennai: Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
Delhi: Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504; Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
Guwahati: Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205; Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
Hyderabad: Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122; Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
Jaipur: Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363; Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.

Office Details	Jurisdiction of Office Union Territory, District
Ernakulam: Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338; Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
Kolkata: Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340; Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
Lucknow: Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331; Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
Mumbai: Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31; Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).
Noida: Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253; Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
Patna: Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068; Email: bimalokpal.patna@cioins.co.in	Bihar and Jharkhand.
Pune: Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555; Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).