

**Maxima Professional Liability Insurance - Non-Technology
Part I: Policy Schedule**

For any assistance please call 1800 266 4545 or visit www.zurichkotak.com

Policy Number:

All coverages under this Policy are granted only up to the limits as specified in the Schedule which forms an integral part of the Policy.

The Limit of Liability provided under the Policy shall not increase by any of the extensions to the cover.

No cover shall be granted in the Policy unless specified in the Schedule.

Policy shall stand cancelled ab initio in the event of non-realization of the premium

Details of Intermediary

Intermediary Code	Intermediary Name	Intermediary Contact No	Intermediary email id

Policy Details

Item 1	Policyholder	
	Communication Address	
Item 2	Professional Services	
Item 3	Policy Period (Both days inclusive)	
	From	
	To	
Item 4	Premium	
Item 5	Territory	
Item 6	Jurisdiction	
Item 7	Turnover /Revenue	
	India	
	US/ Canada	
	OECD	
	Non-OECD	
Item 8	Limit of Liability (Any one Event and in the Aggregate)	
	Insuring Clause (where no limit is indicated no cover has been granted under the Policy)	
	Insuring Clause 1.1	INR XXXX per event and INR XXXX in the Aggregate
	Insuring Clause 1.2	INR XXXX per event and INR XXXX in the Aggregate
	Insuring Clause 1.3	INR XXXX per event and INR XXXX in the Aggregate
	Insuring Clause 1.4	INR XXXX per event and INR XXXX in the Aggregate
	Insuring Clause 1.5	INR XXXX per event and INR XXXX in the Aggregate

	Total Aggregate Limit Of Liability	INR XXXX per event and INR XXXX in the Aggregate	
Item 9	Retention		
	India		
	ROW		
	US/Canada		
	Standard Extension (where no limit is indicated no cover has been granted under the Policy)		
	2.1 Automatic Acquisition of New Subsidiaries	XX Asset Size of parent Entity	
	2.2 Court Attendance	(i)for any principal, partner, or director of Insured / Policyholder	INR XXXXX
		(ii)for any Employee	INR XXXXX
	2.3 Emergency Defence Costs	INR XXXX per event and INR XXXX in the Aggregate	
	2.4 Estates and legal representatives	INR XXXX per event and INR XXXX in the Aggregate	
	2.5 Extended Reporting Period	_____ Days	
	2.6 Joint Venture/Consortium	INR XXXX per event and INR XXXX in the Aggregate	
	2.7 Legal Representation Expenses	INR XXXX per event and INR XXXX in the Aggregate	
	2.8 Lost Documents	INR XXXX per event and INR XXXX in the Aggregate	
	2.9 Mitigation & Rectification costs	INR XXXX per event and INR XXXX in the Aggregate	
	2.10 Outgoing Principals and Employees	INR XXXX per event and INR XXXX in the Aggregate	
	2.11 Professional Inquiries	INR XXXX per event and INR XXXX in the Aggregate	
	2.12 Public Relations Expenses	INR XXXX per event and INR XXXX in the Aggregate	
	2.13 Vicarious Liability	INR XXXX per event and INR XXXX in the Aggregate	
Item 10	Extension	Aggregate	
Item 11	Retroactive Date		
Item 12	Other Terms and Conditions of Cover		

Premium Details					
Taxable Value of Services	CGST @XX%	SGST @XX%	UGST @ XX%	IGST@XX %	Total Amount

Co-Insurance Details	
Name of Co Insurer	% of Co Insurance

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Disclaimer

This Policy Schedule shall be read together with the Policy Wordings (which are also available on the Company website i.e. www.zurichkotak.com). Any word or expression to which a specific meaning has been assigned in any part of the policy or this schedule shall bear the same meaning wherever it may appear.

Claim Details

In the event of claims, please send the relevant documents to:

Zurich Kotak General Insurance Company (India) Limited
 401, 4th Floor, Silver Metropolis, Jai Coach Compound,
 Off Western Express Highway,
 Goregaon (East), Mumbai – 400063. Maharashtra, India

TOLL FREE NUMBER: 1800 266 4545 (8 AM TO 8 PM)

Email ID: care@zurichkotak.com

Tax Details

GST Registration No. _____	Category _____
SAC Code _____	Description _____
Invoice No _____	

Stamp Duty of XXXX is paid as provided under Article 47(B) of Indian Stamp Act, 1899 and included in Consolidated Stamp Duty Paid to the Government of Maharashtra Treasury vide Order of Addl. Controller Of Stamps, Mumbai at General Stamp Office, Fort, Mumbai - 400001., vide this Order No. (XXXX Validity Period Dt. XX/XX/XXXX To Dt. XX/XX/XXXX (O/w. No. XXXX)/ Date: XX/XX/XXXX).

In Witness whereof this Policy has been signed for and behalf of < Address ZKGI Branch > at Mumbai this XX day of <MONTH> of <YEAR>

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This document is digitally signed, hence counter signature / stamp is not required

Part II: Policy Wording

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 Intellectual Property - The **Insurer** will pay on behalf of any **Insured** all **Damages** resulting from any **Claim** for any **Infringement**.
- 1.3 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**.
- 1.4 **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**
- 1.5 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**: (i) first takes place on or after the **Retroactive Date**; and (ii) is committed solely during the performance of or failure to perform the **Professional Services**.

2 Standard Extensions

All standard extension as given below are granted only up to the sublimits specified in the **Schedule**.

The total of all sub limits under the 'Standard Extensions' will be within the Total Aggregate **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 Acquisition 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 Item no 10 of 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**.

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:

- (i) for any principal, partner, or director of **Insured** or the **Policyholder** - INR as shown in **Schedule**
- (ii) for any **Employee** - INR as shown in **Schedule**

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

2.3 Emergency Defence Costs

The **Insurer** will indemnify the **Insured** for any **Defence Costs** which are incurred pursuant to Insuring Clause 1.5, prior to obtaining **Insurer's** consent, PROVIDED ALWAYS THAT

- a) such **Defence Costs** are incurred as a result of a sudden, urgent and unexpected occurrence or occasion requiring immediate action and it would not be considered reasonable in such a situation to obtain **Insurer's** consent to the incurring of **Defence Costs**;
- b) **Insurer's** written consent is obtained within thirty (30) days of the first of such **Defence Costs** being incurred;
- c) The **Insurer** will only indemnify the **Insured** for that part of the **Insured's** liability in respect of such **Defence Costs** incurred above the **Retention** regardless of whether the **Retention** is **Defence Costs** exclusive; and
- d) if the **Insurer** subsequently refuse to indemnify the **Claim** to which the **Defence Costs** relate, the **Insured** must reimburse the **Insurer** for any **Defence Costs** that the **Insurer** have paid.

2.4 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.

2.5 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**.

2.6 Joint Venture/Consortium

The **Insurer** will indemnify the **Insured** for:

- i. any **Claim** against the **Insured** arising out of the acts, errors or omissions of the **Insured** in the conduct of the **Professional Services** as part of any joint venture; and
- ii. the **Insured's** civil liability, to pay compensation, whether jointly or severally, arising from a **Claim** against any joint venture entity in respect of whose conduct the **Insured** is legally liable, PROVIDED ALWAYS THAT:
 - a) such conduct would have been covered by this **Policy** if it had been the conduct of the **Insured**;
 - b) such conduct occurred whilst the Named **Insured** was a member of the joint venture or consortium;
 - c) the Named **Insured** has specifically declared in writing to the **Insured**, prior to entering into this **Policy** (whether in response to a specific question in the proposal form or otherwise), its membership of the joint venture or consortium together with the turnover/fees of the joint venture or consortium (not just the **Insured's** proportion); and
 - d) We have specifically agreed in writing to cover the **Insured's** civil liability in respect of the joint venture.

2.7 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**.

2.8 Lost Documents

With respect to a **Third Party's Documents**:

- (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/during 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 **Documents** provided that:

- (a) such **Loss** or damage is sustained while the **Documents** 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 **Documents** 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, or other matters beyond the **Insured**'s control.

2.9 Mitigation & Rectification costs

The **Insurer** will pay to the **Insured** the reasonable direct costs and expenses incurred by the **Insured** in taking action necessary to rectify, or to mitigate the effects of, any act or omission of the **Insured** or the Agent of the **Insured** in the performance of **Professional Services** that would otherwise result in a **Claim** covered under the **Policy**, provided always that:

1. (a) the **Insured** first discovers such act or omission during the **Policy Period** and notifies the Company of such act or omission during the **Policy Period**; and
2. (b) the **Insured** notifies Company during the **Policy Period** of its intention to take such action and obtains **Insurer**'s written consent (which shall not be unreasonably withheld) prior to incurring any such direct costs or expenses.

No cover is provided for:

1. (i) indirect costs and expenses such as **Loss** or diminution of the **Insured**'s profit, bonus, incentive payment or opportunity cost; or
2. (ii) costs and expenses of materials or **Professional Services**, which result in an increased quality or standard from that specified in the design parameters of the relevant contract.

2.10 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** on and after the **Retroactive Date** but before the expiration date.

The waiting period for all such **Claims** on former principals, partners, director and **Employees** should not be more than 3 years post leaving the **Insured** or Extended Reporting Period whichever is earlier.

2.11 Professional Inquiries

The **Insurer** will pay on behalf of the **Insured** the reasonable and necessary costs and expenses incurred by the **Insured** (but excluding the **Insured**'s personnel salaries, wages, fees, allowances, travel and accommodation expenses) in preparing for and attending a **Professional Inquiry** provided that:

- (a) such costs and expenses were incurred with the prior written consent of the **Insurer** which shall not be unreasonably withheld; and
- (b) the notice requiring the **Insured** to attend the **Professional Inquiry** is first served upon the **Insured** during the **Policy Period** and reported to Company during the **Policy Period**.

The **Insured** shall repay to Company all payments of **Professional Inquiry** representation costs and expenses incurred on the **Insured**'s behalf if and to the extent it is established that such **Professional Inquiry** representation costs and expenses are not **Insured** under the **Policy**.

2.12 Public Relations Expenses

The **Insurer** shall pay on behalf of the **Insured** the reasonable and necessary costs and expenses incurred by an **Insured** with **Insurer's** prior written consent (which shall not be unreasonably withheld) in seeking advice from a public relations consultant solely for the benefit of protecting the **Insured** professional reputation as a result of **Professional Services** performed by the **Insured** which have or could reasonably lead to a **Claim** being made against the **Insured**.

2.13 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 Exclusions

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 antitrust violation, restraint of trade or unfair 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 Computer Virus /Unauthorised Access arising out of, based upon or attributable to any computer virus, malicious code or failure to prevent unauthorised access to or use of an electronic system or program;
- 3.5 Contractual Liability/Performance Guarantees - 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; or
 - 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**;
- 3.6 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 performing Professional Services;

- 3.7 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.
- 3.8 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.
- 3.9 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;
- 3.10 Infrastructure and or Electrical or Utility Failure Exclusion - arising out of based upon or attributable to, any alleged or actual electrical, mechanical or communications failures and/or interruption of utility services including the unavailability of internet service;
- 3.11 Insolvency - arising out of, based upon or attributable to the insolvency, administration or receivership of the **Insured**;
- 3.12 **Insured vs. Insured** - Any **Claim** made against the **Insured** by any other **Insured**.
- 3.13 Internet Material - arising out of, based upon or attributable to material which is published or posted on the Internet where, prior to publishing or posting, the **Insured** has no knowledge of either the content or source of the material;
- 3.14 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.
- 3.15 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**;
- 3.16 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**;
- 3.17 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**;
- 3.18 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;
- 3.19 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 “**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**.
- 4.5 “**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.
- 4.6 “**Documents**” means all **Documents** of any nature whatsoever including computer records and electronic or digitized data; but does not include any currency, negotiable instruments or records thereof.
- 4.7 “**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.
- 4.8 “**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**.
- 4.9 “**Infringement**” means an unintentional **Infringement** of any intellectual property right of any **Third Party**, other than patents and **Trade Secrets**.
- 4.10 “**Insured**” means:
- 1) The person, persons or corporate body designated as **Insured** named as **Policyholder** in the **Schedule**
 - 2) the **Policyholder** or any **Subsidiary**;
 - 3) any natural person who is or has been a principal, partner or director of the **Policyholder** or any **Subsidiary**;

- 4) any **Employee**; 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 (3) and (4) of this definition;
- but only when providing **Professional Services** in the foregoing capacities.

- 4.11 “**Insurer**” means Zurich Kotak General Insurance Company (India) Limited.
- 4.12 “**Jurisdiction**” – As Specified in Item no 6 of the **Schedule**
- 4.13 “**Total Aggregate Limit of Liability** ” means the amount specified as such in the **Schedule**.
The Any One Event (AOE) limit as shown in the **Schedule** is the maximum the **Insurer** will pay, for all **Claims** arising out of any one Event. Limit indicated as Any One Year (AOY) is the maximum the **Insurer** will pay, for all **Claims** arising during the **Policy Period**.
- 4.14 “**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; or (6) any matters which may be deemed uninsurable under the law governing this **Policy** or the Jurisdiction in which a Claim is brought.
- 4.15 “**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.
- 4.16 “**Policyholder**” means the entity or natural person specified as such in the **Schedule**.
- 4.17 “**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.
- 4.18 “**Policy**” means the **Schedule**, insuring clause(s), definitions, exclusions, conditions, and other terms contained herein and any endorsement attaching to and forming part of the **Policy** either at inception or during the **Policy Period** and the Proposal.
- 4.19 “**Professional Inquiry**” means any administrative or regulatory proceeding, official investigation, inquiry or hearing into the performance of **Professional Services** by the Named **Insured** or its Subsidiaries which an **Insured** is legally required to attend if findings from such proceeding, investigation, inquiry or hearing could lead to a **Claim** being made against the **Insured** which may be covered under the **Policy**.
- 4.20 “**Premium**” means the amount specified as such in the **Schedule** and any **Premium** adjustment reflected in an endorsement to this **Policy**.
- 4.21 “**Professional Services**” means the **Professional Services** of the **Policyholder** and any **Subsidiary** as specified in the **Schedule**.
- 4.22 “**Property Damage**” means damage to or **Loss** of or destruction of tangible property or **Loss** of use thereof.
- 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 “**Schedule**” means the **Schedule** (summary section) found at the beginning of this Insurance **Policy**.
- 4.26 “**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**.
- 4.27 “**Territory**” – As Specified in Item no 5 of the **Schedule**
- 4.28 “**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**.

- 4.29 “**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.
- 4.30 “**Wrongful Act**” means any **Breach of Duty, Infringement, libel, slander, or Fraud/Dishonesty.**

5 Limit of Liability and Retention

5.1 Limit of Liability

The total amount payable by the **Insurer** under this **Policy** shall not exceed the Total Aggregate **Limit of Liability** mentioned in the **Schedule** of the **Policy**. Sublimit 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**. 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 the insurance afforded by this **Policy**. Nothing contained herein shall be construed to increase the Total Aggregate **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, 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 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:

- (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**.

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 Total Aggregate **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 exercise 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**.

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.

6.11 Documents required at the time of claim

Documents required for processing of Claims are as follows:

- Claim Form duly filled in & signed.
- Original Policy /Certificate.
- Ownership proof for the property damaged
- Restoration cost supporting documents for the property damaged
- Court summon where ever applicable
- Legal cost supporting document where ever applicable
- Letter of Subrogation cum special power of Attorney where ever applicable
- Any other document as deem fit on case to case basis

6.12 Turn Around Time (TAT) for claims settlement

Appointment of surveyor	Within 24 hours of reporting of claim
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Submission of final survey report	Within 15 days of allocation
Settlement of claims	Within 7 days of receipt of the survey report or after expiry of 15 days from allocation of the claim to the surveyor whichever is earlier*

*This timeline will apply where surveyors are appointed.

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 **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**.

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 can cancel the policy at any time during the term, without assigning any reason, by giving notice in writing to the Insurer.

The Insurer shall-

- Refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.

- Refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

The Insurer can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.

8.4 Change in Risk

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

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

8.5 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**

8.6 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.

8.7 Insolvency

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

8.8 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.

8.9 Scope and Governing Law

This **Policy** shall apply to any **Claim** made against any **Insured** as defined under item **Territory and Jurisdiction** 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**.

8.10 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.

8.11 Validity

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

8.12 Multiple policies involving Bank or other lending or financing entity

In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the insurer will not apply contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.

8.13 Sanctions 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 are 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 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	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.

Email: bimalokpal.delhi@cioins.co.in	
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.
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).

<p>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</p>	<p>State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Bulandshahr, 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.</p>
<p>Patna: Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar and Jharkhand.</p>
<p>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</p>	<p>Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).</p>

Part III: Endorsement Wording

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Absolute Bodily Injury and Property Damage Exclusion

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that: **Exclusion 3.3** is being deleted entirely and replaced as below

3.3 Bodily Injury/Property Damage - arising out of, based upon or attributable to **Bodily Injury** or **Property Damage**;

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Additional Insured

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

It is hereby agreed and declared that any party designated as Additional **Insured** is covered under this **Policy** through an endorsement as required by written contract, but only with respect to liabilities arising out of their operations performed by or for the **Insured** but excluding any negligent acts committed by such Additional **Insured**.

Name of the Entity

Mailing Address

Provided that, the Liability of the **Insurer** under this extension shall be up to the Sub-limits stated in Item no 12 and shall not exceed the **Total Aggregate Limit of Liability** mentioned in the Item 8 of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Coverage for Fines, Penalties, Punitive and Exemplary Damages Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The coverage under this **Policy** is extended to indemnify the **Insured** for any fines, penalties, punitive or exemplary **Damages** or any other **Damages** resulting from the multiplication of compensatory **Damages**, wherever insurable by law, awarded in respect of liability otherwise covered as per the terms and conditions of this **Policy**. Therefore, the Definition of “**Loss**” under Section 4.14 shall read as follows:

4.14 “**Loss**” means **Damages** and **Defence Costs**. “**Loss**” shall not mean and this **Policy** shall not cover any

- (1) taxes;
- (2) non-compensatory **Damages** or liquidated **Damages**;
- (3) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
- (4) compensation, benefits or overhead of, or charges or expenses by any **Insured**; or
- (5) any matters which may be deemed uninsurable under the law governing this **Policy** or the **Jurisdiction** in which a **Claim** is brought.

Provided that, the Liability of the **Insurer** under this extension shall be up to the Sub-limits stated in Item no 12 and shall not exceed the **Total Aggregate Limit of Liability** mentioned in the Item 8 of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Indemnity to Principals

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:
The **Insurer** will indemnify any Principal with whom the **Insured** has entered into an agreement as far as is necessary to meet the requirements of such agreement but only in respect of liability incurred to independent third parties arising directly from the services performed by the **Insured**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the Sub-limits stated in Item no 12 and shall not exceed the **Total Aggregate Limit of Liability** mentioned in the Item 8 of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Principals Previous Business

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

If the 'Principal's Previous Business' extension is noted as 'Included' in the **Schedule** then the **Policy** is extended to cover **Claims** made against any past and/or present Principal of the **Policyholder** and notified to the **Insurer** during the **Policy Period** resulting from the conduct of **Professional Services** that are the same as the **Professional Services** whilst such Principal was a sole practitioner, a partner of a firm or a director of a company other than the **Policyholder** prior to becoming a Principal of the **Policyholder**.

For the purpose of this extension Principal means a sole practitioner, a partner of a firm or a director of a company.

Cover under this Extension will only apply if:

- a) there were no more than ten (10) partners or directors in the previous business in which the officer practised; and
- b) the officer of the **Policyholder** does not have the benefit of cover under any other insurance or Indemnity. The **Retroactive Date** for this Extension is limited to the commencement date of the previous business in which the officer practised.

Provided that, the Liability of the **Insurer** under this extension shall be up to the Sub-limits stated in Item no 12 and shall not exceed the **Total Aggregate Limit of Liability** mentioned in the Item 8 of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Primary and Non-contributory Clause

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that: Cover under this **Policy** is written specifically on a primary and non-contributory basis in case of insurance and indemnification available from any other source. Any other insurance and indemnification would be considered as excess over limits afforded under this **Policy**.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Cessation of Entities (Runoff Cover)

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

In the event that any **Insured** ceases to exist or operate or otherwise is merged into or acquired by another entity during the Period of Insurance, the cover provided under the **Policy** to such **Insured** shall continue until the expiration of the **Policy**, provided that such cover shall only apply for **Claim** that arises from any **Professional Services** prior to the effective date on which such **Insured** ceased to exist or operate or was merged into or acquired by another entity, unless otherwise agreed in writing by the Company.

Provided that, the Liability of the **Insurer** under this extension shall be up to the Sub-limits stated in Item no 12 and shall not exceed the **Total Aggregate Limit of Liability** mentioned in the Item 8 of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Outstanding Fees / Disputed Fees

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception of this **Policy**, at **Insurer**'s sole discretion, the **Insurer** will compensate the **Insured** the **Disputed Fees** where the **Insured** has agreed not to contest any outstanding fees and where at **Insurer**'s sole discretion, the **Insured** decide that by not contesting any outstanding fees that this will prevent a

Claim

Consequent upon inclusion of Disputed Fees Extension below changes and additions are made to Section 4 Definition -

Disputed Fees

Disputed Fees means the amount owed to the **Insured**, which has been disputed by the client due to having reasonable grounds of refusal of payment from being dissatisfied with the **Professional Services** rendered by the **Insured**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the Sub-limits stated in Item no 12 and shall not exceed the **Total Aggregate Limit of Liability** mentioned in the Item 8 of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Breach of Contract

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that the **Policy** stands extended to cover unintentional breach of:

- (1) **Insured**'s written contractual warranty or guarantee that the **Insured** will use reasonable care and skill in the performance of a contract;
- (2) **Insured**'s written contractual warranty or guarantee that any services falling within **Insured**'s **Professional Services** will not infringe another's intellectual property rights;
- (3) any implied warranty or similar statutory term requiring any services within **Insured**'s **Professional Services** to meet a certain standard of quality, safety or fitness, even if the **Insured** have expressly warranted in writing that such software, hardware, or firmware will meet the legally required standard to which the **Insured** are subject;

Provided that, the Liability of the **Insurer** under this extension shall be up to the Sub-limits stated in Item no 12 and shall not exceed the **Total Aggregate Limit of Liability** mentioned in the Item 8 of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Non-Cancellation Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:
This **Policy** may not be cancelled by the **Insurer** except for:

- Non-payment of the **Premium** by the **Insured**
- Misrepresentation/ misdescription or for any non-disclosure of any material fact in the Proposal form.
- As may be agreed between the Insured and Insurer

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Contractor/ Sub-contractor extension

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that: This **Policy** is extended to include contractor/ sub-contractor with respect to any liabilities (to which this insurance applies) arising out of the works performed by them for or on behalf of the **Insured** under a contract. The same is however subject to such works being performed falling within the **Professional Services** in Item 2 of the **Schedule**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the Sub-limits stated in Item no 12 and shall not exceed the **Total Aggregate Limit of Liability** mentioned in the Item 8 of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Waiver of Subrogation Extension

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that: In the event of any payment under this **Policy**, the **Insurer** agrees to waive their subrogation rights against any person or organisation who has sought the same in his written contract with the **Insured**, signed with the **Insured** prior to the notification of the **Claim** under which such waiver is sought.

Provided that, the Liability of the **Insurer** under this extension shall be up to the Sub-limits stated in Item no 12 and shall not exceed the **Total Aggregate Limit of Liability** mentioned in the Item 8 of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Multimedia and other content Exclusion

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that: from inception of this **Policy**, the **Policy** shall exclude cover for any IP and related **Claims** arising from or attributable to any content provided to the **Insured** by his client. Also, it a condition mandatory for this insurance that all **multimedia services** and other content including data used by the **Insured** for use in his **Professional Services** be IP cleared or duly licensed by the IP holder.

For the purposes of this endorsement, the following definitions are added to the **Policy** “**Multimedia Services**” means

- (1) television, cable, satellite or radio broadcasting;
- (2) newspaper, magazine, book, music, directories, electronic, video, screen play, film script, playwright publishing including the researching, preparation, serialisation, exhibition or distribution of publishing materials;
- (3) **Advertising**, graphic design, design of logos or trademarks, purchasing of **Advertising** time and space, market research, public relations, direct mailing, design of games, competitions or special offers; and
- (4) printing.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Computer-Related Claims Exclusion

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** does not cover any **Loss** or damage directly or indirectly caused by or contributed to by or arising from the failure or inability of any Electronic Equipment, whether the property of the **Insured** or not, and whether occurring before, during or after the **Retroactive Date**.

For the purposes of this Endorsement the expressions Electronic Equipment shall mean any computer or other equipment or system for processing storing or retrieving data and shall include but shall not be limited to any computer hardware firmware or software, media, microchip, integrated circuit or similar device.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

e-risk Exclusion Endorsement

Notwithstanding any provision to the contrary in the **Policy** or any endorsement thereto, it is understood and agreed as follows:

- a. This **Policy** does not insure:
 - i. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data,
 - ii. error in creating, amending, entering, deleting or using Electronic Data, or
 - iii. total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur Electronic Data means facts, concepts and information converted to a form useable for communications, display distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment
- b. However, in the event that a peril listed below (being a peril **Insured** by this **Policy** but for this exclusion) is caused by any of the matters described in paragraph (a) above, this **Policy**, subject to all its provisions, will insure:
 - i. physical **Loss** of or damage or destruction to Property **Insured** directly caused by such listed peril, and/or
 - ii. consequential **Loss Insured** by this **Policy** Further, this exclusion does not apply in the event that a peril listed below (being a peril **Insured** by this **Policy** but for this exclusion) causes any of the matters described in paragraph (a) above Fire, Lightning, Explosion, Earthquake, Volcanic Eruptions, Hurricane, Cyclone, Typhoon, Windstorm, Flood, Full Flood, Impact by Aircraft and Other Aerial Devices and/or Articles dropped therefrom, Impact by any Road Vehicle, Horses or Cattle, Bursting or Overflowing of Water Tanks, Pipes or Apparatus, or Theft of Electronic Data solely where such Theft is accompanied by Theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data. c. For the purposes of the Basis of Settlement provision in this **Policy**, **Computer Systems** records include Electronic Data as defined in paragraph (a) above.

Any terrorism exclusion in this **Policy** or any endorsement thereto prevails over this endorsement.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Insured's Defence Costs in Addition

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

Insured's Defence Costs and **Limit of Liability** appearing under the wording is hereby deleted in its entirety and replaced by the following:

Insured's Defence Costs

The **Insurer** will pay all other costs and expenses incurred by the Company, or by the **Insured** with the **Insurer's** written consent arising from any **Claim** or **Claims**. The **Insured's Defence Costs** will not be taken into account when calculating the **Limit of Liability** but will be paid in addition.

In the event that the **Insured's** liability to any party for Compensation (and **Claimant's** costs and expenses) is in excess of the amount of the **Limit of Liability**, the Company's liability in respect of **Insured's Defence Costs** will be in the same proportion which the **Limit of Liability** bears to the sum which would be eligible for payment but for the restriction of the **Limit of Liability**.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Reinstatement of Limit of Liability

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

In the event of exhaustion or partial exhaustion of the **Limit of Liability** set out in the **Schedule** by reason of the notification of **Claims** made during the Period of Insurance (or of circumstances in terms of the Continuous Cover clause or of the **Claims** Notification General Condition), the Company agrees to reinstate the **Limit of Liability** from the time of such notification until the expiry of the same Period of Insurance provided that:

- a) the **Limit of Liability** having been so reinstated, the reinstatement shall not apply in relation to **Claims** made or circumstances notified of which the **Insured** was aware prior to the effective date of the said reinstatement; and
- b) the aggregate of the amounts so reinstated shall be limited in the Period of Insurance to an amount equal to the **Limit of Liability** applicable at the inception of the Period of Insurance; and
- c) the **Limit of Liability** so reinstated shall represent the total liability of the Company for Compensation and **Claimant's** costs and expenses and the **Insured's** costs and Inquiry Costs for all **Claims** made (including circumstances notified in terms of the Continuous Cover clause or of the **Claims** Notification General Condition), during the time from the effective date of the reinstatement until the expiry of the Period of Insurance

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Spousal Liability

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Insurer** will cover the **Insured** for any **Claim** made against the **Insured**'s lawful spouse (whether that status is derived by reason of statutory law, common law, or otherwise of any applicable **Jurisdiction** in the world) for any **Claim** arising out of his or her status as the **Insured**'s spouse including any **Claim** that seeks **Damages** recoverable from marital community property or property jointly held by the **Insured** and the **Insured**'s spouse; provided that this extension shall not afford cover for any **Claim** for any act, error or omission of the **Insured**'s spouse and that this extension shall apply only to the **Insured**'s acts, errors or omission.

Provided that, the Liability of the **Insurer** under this extension shall be up to the Sub-limits stated in Item no 12 and shall not exceed the **Total Aggregate Limit of Liability** mentioned in the Item 8 of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Multimedia Liability Coverage

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

In consideration of the **Premium** having been paid to the **Insurer**, the **Insured** is indemnified as follows:

Up to the Liability limit for **Damages** and **Claimant's** costs for which the **Insured** is legally liable to pay resulting from **Claims** first made against the **Insured** during the Period of insurance and arising out of the ordinary course of **Multimedia activities**, in consequence of:

- a. Defamation or other tort related to disparagement of character, reputation or feelings of any person or organisation including libel, slander or defamation, product disparagement and malicious falsehood;
- b. Unintentional breach of confidentiality or other invasion, **Infringement** or interference with rights of
- c. privacy or publicity including false light and the public disclosure of private facts;
- d. Unintentional **Infringement** of intellectual property rights including copyright, title, slogan, trademark, trade name, domain name or metatag, moral rights, misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material or artwork, passing off and plagiarism and commercial appropriation of name or likeness;
- e. Unintentional breach of a license to use a **Third Party's** trademarked or copyrighted material but only to the extent that use exceeds the express limitations in the license regarding **Territory**, duration or media in which the material may be used and only when made as a part of a **Claim** under c) above;
- f. Breach of comparative **Advertising** regulations;
- g. The **Loss** of or damage to **Documents**;
- h. Unintentional transmission of a **Virus**;
- i. The failure to protect against unauthorised access to, unauthorised use of, or a denial of service attack against the **Insured's** Computer system;
- j. Misuse of any information which is either confidential or subject to statutory restrictions;
- k. Negligent act, negligent error, negligent omission, negligent misstatement or negligent misrepresentation;
- l. Dishonest, fraudulent or malicious act or omission of any former or present **Employee** (which term, for the purpose of this clause alone, shall not include any principal, partner, member or director of the **Insured**) provided that no Liability shall be given in the event that any principal, partner, member or director of the **Insured** conspired to commit or condoned any such dishonest, fraudulent or malicious act or omission;
- m. Any other civil liability not otherwise excluded.

Multimedia activities means publishing, broadcasting, communications or any other dissemination of data, text, sounds, images or similar content, acts committed in the process of researching, investigating, gathering, acquiring, obtaining, preparing, compiling, or producing data, text, sounds, images or similar content, or the licensing, syndication, serialisation, distribution, sale or lease of data, text, sounds, images or similar content including any related **Advertising** and as stated in the **Schedule** under the heading "Business"

Advertising means **Advertising**, publicity, or promotion of the **Insured's Multimedia activities** and of the products and services of others

Provided that, the Liability of the **Insurer** under this extension shall be up to the Sub-limits stated in Item no 12 and shall not exceed the **Total Aggregate Limit of Liability** mentioned in the Item 8 of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Specific Matter Endorsement – XXXXX – Specific Matter Endorsement - Change in Insuring Clause

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

XXXXXXXXXX

Provided that, the Liability of the **Insurer** under this extension shall be up to the Sub-limits stated in Item no 12 and shall not exceed the **Total Aggregate Limit of Liability** mentioned in the Item 8 of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Liability – INR XXX Any One Accident and INR XXX Any One Year

Dated XX (DD), XXX (Month), 20XX at Mumbai

Territory and Jurisdiction: XXXX

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Specific Matter Endorsement – XXXXX – Specific Matter Endorsement - Change in Exclusion / General Conditions

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

XXXXXXXXXX

Provided that, the Liability of the **Insurer** under this extension shall be up to the Sub-limits stated in Item no 12 and shall not exceed the **Total Aggregate Limit of Liability** mentioned in the Item 8 of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Liability – INR XXX Any One Accident and INR XXX Any One Year

Dated XX (DD), XXX (Month), 20XX at Mumbai

Territory and Jurisdiction: XXXX

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Cost of Bail Bonds

Notwithstanding anything contained to the contrary, it is hereby declared and agreed from the inception of the **Policy** The **Insurer** will pay, with respect to any **Claim** it investigates or settles or any suit against an **Insured** it defends:

- a) All expenses incurred by the **Insurer**.
- b) An amount mentioned against this cover in the **Schedule** of the **Policy** or equivalent thereof for cost of bail bonds required because of Breach of Contract or law violations arising out of the **Insureds** Services performed using any equipment or performed on any equipment and/or any Tangible Property and/or any designs, diagrams, specifications provided by the **Insured** as part of his business activity, which are alleged to have been in such violation triggering a **Policy** clause or condition due to which a **Claim** becomes admissible in this **Policy** in line with the operative clause of this cover and / or subsequent cover extensions and endorsements. The **Insurer** does not have to furnish these bonds.
- c) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The **Insurer** does not have to furnish these bonds.
- d) All reasonable expenses incurred by the **Insured** at the **Insurer's** request to assist it in the investigation or defense of the **Claim** or suit, including actual **Loss** of earnings up to INR 15,000/- a day because of time off from work.
- e) All costs assessed or taxed against the **Insured** in the suit.
- f) Prejudgment interest awarded against the **Insured** on that part of the judgment the **Insurer** pays. If the **Insurer** makes an offer to pay the applicable limit of insurance, it will not pay any prejudgment interest based on that period of time after the offer.
- g) All interest on the full amount of any judgment that accrues after entry of the judgment and before the **Insurer** has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Provided that, the Liability of the **Insurer** under this extension shall be up to the Sub-limits stated in Item no 12 and shall not exceed the **Total Aggregate Limit of Liability** mentioned in the Item 8 of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Individual Doctors

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that 1. Insuring Clause is being deleted entirely and Replaced as below

1. Insuring Clause

- (6) 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**.
- (7) 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**.
- (8) 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**: (i) first takes place on or after the **Retroactive Date**; and (ii) is committed solely in the performance of or failure to perform **Professional Services**.

The Standard Extensions in the base policy will not be applicable unless specifically stated in the Schedule

In consequence of the above the following definition and Exclusion is also being replaced as below
Definition

4.2 “**Breach of Duty**” means any actual or alleged negligent **Breach of Duty**, act, error, negligence in the performance of or failure to perform **Professional Services** resulting in bodily injury and/or death of any patient

4.30 “**Wrongful Act**” means any **Breach of Duty**

Exclusion

3.3 **Property Damage** - arising out of, based upon or attributable to **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**;

The below exclusion is being added.

Exclusion 3.20

- (i) any criminal act or any act committed in violation of any law or ordinance
- (ii) services rendered while under the influence of intoxicants or narcotics
- (iii) the performance by dentists and dental surgeons of 1) general anaesthesia or 2) any procedure carried out under general anaesthesia unless performed in a Hospital,
- (iv) the use of drugs for weight reduction
- (v) **Claims** made against the **Insured** arising from the performance of cosmetic plastic surgery, hair transplants, punch grafts, flap rotations and the like (hereinafter referred to as cosmesis) it being understood that the following shall not be deemed to be cosmesis:
 - a. Anaesthetic x-ray or other medical nursing or laboratory services provided in connection with the performance of cosmesis.
 - b. Plastic surgical repair of scar tissue being the result of previous surgery unrelated to cosmesis performed by the **Insured**.

- c. Plastic surgery in connection with burns or other traumatic injury.
- (vi) **Claims** arising from any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV 111) or LYMPHADENOPATHY ASSOCIATED VIRUS (LAV) or the mutants derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any Syndrome or condition of a similar kind howsoever it may be named.
- (vii) arising out of genetic injuries caused by x-ray treatment/ diagnosis or treatment/ diagnosis with radioactive substances.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Medical Establishment

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that Definition 4.2 and Exclusion 3.3 is being deleted and replaced as below

Definition

4.2 “**Breach of Duty**” means any actual or alleged negligent **Breach of Duty**, act, error, negligence in the performance of or failure to perform **Professional Services** resulting in **Bodily Injury** and/or death of any patient

Exclusion

3.3 **Property Damage** - arising out of, based upon or attributable to **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**;

The Standard Extensions in the base policy will not be applicable unless specifically stated in the Schedule

The below exclusion is being added.

Exclusion 3.20

- (i) any criminal act or any act committed in violation of any law or ordinance
- (ii) services rendered while under the influence of intoxicants or narcotics
- (iii) the performance by dentists and dental surgeons of 1) general anesthesia or 2) any procedure carried out under general anesthesia unless performed in a Hospital,
- (iv) the use of drugs for weight reduction
- (v) **Claims** made against the **Insured** arising from the performance of cosmetic plastic surgery, hair transplants, punch grafts, flap rotations and the like (hereinafter referred to as cosmesis) it being understood that the following shall not be deemed to be cosmesis:
 - a. Anesthetic x-ray or other medical nursing or laboratory services provided in connection with the performance of cosmesis.
 - b. Plastic surgical repair of scar tissue being the result of previous surgery unrelated to cosmesis performed by the **Insured**.
 - c. Plastic surgery in connection with burns or other traumatic injury.
- (vi) **Claims** arising from any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV 111) or LYMPHADENOPATHY ASSOCIATED VIRUS (LAV) or the mutants derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any Syndrome or condition of a similar kind howsoever it may be named.
- (vii) arising out of genetic injuries caused by x-ray treatment/ diagnosis or treatment/ diagnosis with radioactive substances.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

ARCHITECTS & ENGINEERS

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that

Definition 4.21 is being deleted and replaced as below

4.21 **Professional Services** shall mean those **Professional Services** specifically described under business description in the **Schedule** that the **Insured** is legally qualified to perform for others on behalf of the **Policyholder**, including but not limited to:

1. architect or engineer;
2. landscape architect, land surveyor or planner;
3. construction manager;
4. interior designer or space planner;
5. scientist;
6. technical consultant;
7. and in conjunction with the **Insured**'s delivery of **Professional Services**.

The Standard Extensions in the base policy will not be applicable unless specifically stated in the Schedule

The below exclusion is being added.

3.20 Faulty workmanship

The cost to repair or replace faulty workmanship in any construction, erection, fabrication, installation, assembly or manufacturing process performed or provided by an **Insured**, including materials, parts or equipment furnished in connection therewith.

The cost to repair or replace faulty workmanship in any construction, erection, fabrication, installation, assembly or manufacturing process performed or provided by an **Insured**, including materials, parts or equipment furnished in connection therewith.

3.21 Project subject to Project specific insurance - Any project that is **Insured** under a project specific insurance **Policy**; provided, however, that this exclusion shall not apply and this **Policy** shall apply as an excess insurance **Policy** where the **Insured**'s liability is determined to be in excess of the limits available under the project specific insurance **Policy**.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Cross liability

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that, inclusion of more than one corporation, person, organization, firm or entity as **Insured** under the **Policy** of insurance shall not in any way affect the rights of any **Claim**, demand, suit or judgment made, brought or recovered, by or in favor of any other **Insured**, or by or in favor of any **Employee** of such other **Insured**. This **Policy** shall protect each corporation, person, organization, firm or entity in the safe manner, as though a separate **Policy** had been issued to each, but nothing herein shall operate to increase the **Insurer's** liability as set forth as **Total Aggregate Limit of Liability** (as mentioned in the **Schedule**) to the **Policy** beyond the amount or amounts for which the **Insurers** would have been liable if only one person or interest had been named as **Insured**.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

Unauthorised Access

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that, the **Insurer** agrees to pay **Loss** to the **Insured** against legal liability for the **Unauthorised access** resulting in

1. the inability of a **Third Party**, who is authorized to do so, to gain access to the **Computer Systems**
2. the failure to prevent **Unauthorised Access** to **Computer Systems** that result in:
 - (a) the destruction, deletion or corruption of electronic data on **Computer Systems**;
 - (b) denial of service attacks against Internet sites or **Computer Systems** ; or
 - (c) Theft of Data from **Computer Systems**; or
3. the failure to prevent transmission of Malicious Code from **Computer Systems** to **Third Party** computers and systems.

For the purpose of this endorsement, the following definitions will apply:

Unauthorised Access means access to the **Insured**'s computer system without authorisation or exceeding authorisation. Unauthorised access shall also include computer attacks.

"Computer Systems" means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities

- i. operated by and either owned by or leased to the **Insured**; or
- ii. operated by a third-party service provider exclusively for the purpose of providing hosted computer application services to the **Insured** or exclusively processing, maintaining, hosting or storing the **Insured**'s electronic data, pursuant to a written contract with the **Insured** for such services.

Provided that, the Liability of the **Insurer** under this extension shall be up to the Sub-limits stated in Item no 12 and shall not exceed the **Total Aggregate Limit of Liability** mentioned in the Item 8 of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai
For Zurich Kotak General Insurance Company (India) Limited
Authorised Signatory

This endorsement effective DD, Month, 20xx forms a part of **Policy** Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

(9) Outgoing Principals and Employees

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that, Section 2.10 of the Standard Extension is being deleted entirely and replaced as below

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**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the Sub-limits stated in Item no 12 and shall not exceed the **Total Aggregate Limit of Liability** mentioned in the Item 8 of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Retention** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Authorised Signatory