

Maxima Professional Liability Insurance - 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	Business Activity	
Item 3	Policy Period (Both days inclusive)	
	From	
	To	
Item 4	Premium	As mentioned Below
Item 5	Territory	
Item 6	Jurisdiction	
Item 7	Retention	India – INR XXX for each and every claim US/Canada – INR xxx for each and every claim ROW- INR xxx for each and every claim
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
	Insuring Clause 1.6	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	Standard Extension (where no limit is indicated no cover has been granted under the Policy)		
	2.1 Automatic Acquisitions of New Subsidiaries	25% Asset size of parent Entity (Non-US)	
	2.2 Court Attendance	(i)for any principal, partner, or director of Insured / Insured	INR XXXXX
		(ii)for any Employee	INR XXXXX
	2.3. Estates and legal representatives	INR XXXX per event and INR XXXX in the Aggregate	
	2.4 Extended Reporting Period	_____ Days	
	2.5. Inquiry Costs	INR XXXX per event and INR XXXX in the Aggregate	
	2.6 Legal Representation Expenses	INR XXXX per event and INR XXXX in the Aggregate	
	2.7 Lost Computer Records	INR XXXX per event and INR XXXX in the Aggregate	
	2.8. Outgoing Principals and Employees	INR XXXX per event and INR XXXX in the Aggregate	
	2.9. Public Relations Expenses	INR XXXX per event and INR XXXX in the Aggregate	
	2.10. Unauthorised Access	INR XXXX per event and INR XXXX in the Aggregate	
	2.11. Vicarious Liability Extension	INR XXXX per event and INR XXXX in the Aggregate	
Item 10	Retroactive Date		
Item 11	Turnover / Revenue	India – INR US/Canada – INR OECD – INR Non-OECD Total	
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

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) Ltd.
 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. Technology Products

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

1.3. Intellectual Property

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

1.4. Defamation

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

1.5. Fraud/Dishonesty

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

1.6. Defence

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

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

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

2. Standard Extensions

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

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

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

2.1. Automatic Acquisitions of New Subsidiaries

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

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

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

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

2.2. Court Attendance

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

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

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

2.3. Estates and legal representatives

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

2.4. Extended Reporting Period

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

How Extended Reporting Periods Apply

Extended Reporting Periods:

- a. apply only to **Claims** for **Damages** that did not occur before the **Retroactive Date** or after the end of the **Policy Period**
- b. do not:

- i. extend the **Policy Period** or change the scope of coverage provided;
 - ii. reinstate or increase the Limits of Liability; or
 - iii. apply to any **Damages, Claim, Suit** or other circumstance reported, in whole or in part, to the **Insurer** or any other **Insurer** before the beginning of the applicable Extended Reporting Period.
- c. **Claims** notified in the Extended Reporting Periods will be deemed to have been made during the **Policy Period**.

2.5. Inquiry Costs

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

2.6. Legal Representation Expenses

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

2.7. Lost Computer Records

With respect to a **Third Party's Computer Records**:

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

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

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

2.8. Outgoing Principals and Employees

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

2.9. Public Relations Expenses

Where a **Claim** has been made against the **Insured** for which cover is available under this Policy (or where the **Insured** has notified facts which may give rise to a future **Claim**), and in the reasonable belief of the **Insured** the **Insured**'s reputation has been or will be significantly impaired, then **Insurer** will reimburse the **Insured** for any reasonable and necessary costs and expenses of a public relations consultant retained by the **Insured** with Our prior written consent to design and implement a reasonable and necessary publicity campaign approved by **Insurer** with the object of preventing or mitigating damage to the reputation of the **Insured** in consequence of such **Claim** or anticipated **Claim**.

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

2.10. Unauthorised Access

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

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

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

2.11. Vicarious Liability Extension

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

3. Exclusion

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

- 3.1. Asbestos - arising out of, based upon or attributable to, any actual or alleged asbestos related **Loss** injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos.
- 3.2. Antitrust - arising out of, based upon or attributable to any actual or alleged violation of the Competition Act 2002, India, and amendments thereto, or any other law, anywhere in the world, involving anti-trust, monopoly, price fixing, price discrimination, predatory pricing, restraint of trade, or which otherwise protects competition;
- 3.3. **Bodily Injury/Property Damage** - arising out of, based upon or attributable to **Bodily Injury** or **Property Damage** unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing **Professional Services**;
- 3.4. Contractual Liability/Performance Guarantees - arising out of, based upon or attributable to any:
 - a. contractual liability or other obligation assumed, that goes beyond the duty to use such skill and care as is ordinarily applied to the **Professional Services** provided;
 - b. guarantee or warranty;

- c. delay in performing, failing to perform or failing to complete any **Professional Services**, unless such delay or failure arises from a **Breach of Duty** by an **Insured**; or
 - d. delay in the supply, installation, modification or service of any **Technology Products**;
- 3.5. Costs Assessment - arising out of, based upon or attributable to any failure by any **Insured** or other party acting for the **Insured** to make an accurate pre-assessment of the cost of **Technology Products** or performing **Professional Services**
- 3.6. Directors and Officers and Employment Liabilities Exclusion - any **Claim**
 - arising out of, based upon or attributable to any **Claim** made against an **Insured** in their capacity as a director, officer, trustee, Member or partner of the **Insured** in respect of the performance or non - performance of their duties as a director, officer, trustee, Member or partner of the **Insured**.
 - by any person for **Bodily Injury**, sickness, disease or death incurred, contracted or occurring whilst under a contract of service or consultancy or apprenticeship with an **Insured** or for any breach of any obligation owed by an **Insured** as an employer.
- 3.7. Employment/Discrimination - arising out of, based upon or attributable to any actual or alleged act of sexual, racial or other harassment and/or sexual molestation and/or sexual and/or racial and/or disability and/or sexual orientation and/or religious and/or age discrimination or victimization, or discrimination or victimization of any other kind, whether from any **Employee** or not.
- 3.8. Government/Regulatory Actions - arising out of, based upon or attributable to any government, regulatory, licensing or commission action or investigation; unless relating solely to the performance of or failure to perform **Professional Services** for such entities
- 3.9. Insolvency - arising out of, based upon or attributable to the insolvency, administration or receivership of the **Insured**;
- 3.10. Infrastructure – arising out of, based upon or attributable to any actual or alleged:
 - a. mechanical failure;
 - b. electrical failure, including any electrical power interruption, surge, brown out or black out and/or interruption of utility services including unavailability of the internet services; or
 - c. telecommunications or satellite systems failure, unless such failure arises from a **Breach of Duty** by an **Insured** or a **Technology Product Failure**;
- 3.11. Internet Material – arising out of, based upon or attributable to material which is published or posted on the **Insured**'s own websites, bulletin boards or chat rooms where, prior to publishing or posting, the **Insured** has no knowledge of either the content or source of the material;
- 3.12. **Insured vs. Insured** - Any **Claim** made against the **Insured** by any other **Insured**
- 3.13. Licensing Fees/ Royalty Payments - Arising out of, based upon or attributable to any actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments;
- 3.14. Manufacturing Liability - under the **Technology Products** Cover, arising out of, based upon or attributable to any design defect or manufacturing defect in any product;
- 3.15. Misdeeds - arising out of, based upon or attributable to any act which a judge, jury or other official tribunal or panel finds, or which an **Insured** admits, to be a criminal, dishonest or fraudulent act; and in Professional Liability **Technology** such event, the **Insurer** shall be

reimbursed for all **Loss** paid in connection with such **Claim**; provided, however, that this exclusion shall not apply to the **Fraud/Dishonesty** Cover;

- 3.16. Patent/**Trade Secret** -arising out of, based upon or attributable to the breach of licences concerning, **Infringement** of or misappropriation of Patents or **Trade Secrets**;
- 3.17. Pollution – arising out of, based upon or attributable to:
 - i. the actual, alleged or threatened presence, discharge, dispersal, release, migration or escape of **Pollutants**, or
 - ii. any direction, request or effort to:
 - (a) test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or
 - (b) respond to or assess the effects of **Pollutants**;
- 3.18. Prior **Claims/Circumstance** –
 - i. made prior to or pending at the inception of this policy; or
 - ii. arising out of, based upon or attributable to any circumstance that, as of the inception of this policy, may reasonably have been expected by any **Insured** to give rise to a **Claim**;
- 3.19. **Public Key Infrastructure** – arising out of, based upon or attributable to where the **Insured** acted in the actual or effective capacity of a certificate authority, certificate repository, validation authority or registration authority; or arising out of the theft of any **Public Key Infrastructure**;
- 3.20. Trade Debts - arising out of, based upon or attributable to any:
 - (i) trading debt incurred by an **Insured** or
 - (ii) guarantee given by an **Insured** for a debt;
- 3.21. War/Terrorism – arising out of, based upon or attributable to any war (declared or otherwise), terrorism, warlike, military, terrorist or guerrilla activity, sabotage, force of arms, hostilities (declared or undeclared), rebellion, revolution, civil disorder, insurrection, usurped power, confiscation, nationalisation or destruction of or damage to property by or under the order of, any governmental, public or local authority or any other political or terrorist organisation.

4. Definitions

- 4.1. “**Bodily Injury**” means physical injury, sickness, disease or death; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury.
- 4.2. “**Breach of Duty**” means any actual or alleged negligent **Breach of Duty**, act, error, misstatements, misleading statements, breach of confidentiality or omission in the performance of or failure to perform **Professional Services**.
- 4.3. “**Claim**” means any:
 - (i) written demand or
 - (ii) civil or administrative proceeding, that seeks **Damages** from **Wrongful Acts**.
- 4.4. “**Computer Records**” means any **Data** stored within any:
 - i. computer, **Data** processing equipment, or any of their respective components; or
 - ii. computer software; but does not include any currency, negotiable instruments or records thereof.
- 4.5. “**Damages**” means any amount that an **Insured** shall be legally liable to pay to a **Third Party** in respect of judgments rendered against an **Insured**, or for settlements negotiated by the **Insurer** with the consent of either the **Insured** or the **Policy holder**.
- 4.6. “**Data**” means electronically stored, digital or digitised information or media.

- 4.7. **“Defence Costs”** means reasonable fees, costs and expenses incurred by or on behalf of the **Insured** in the investigation, defence, adjustment, settlement or appeal of any **Claim**. **“Defence Costs”** shall not mean any internal or overhead expenses of any **Insured** or the cost of any **Insured’s** time.
- 4.8. **“Employee”** means any natural person who is or has been expressly engaged as an **Employee** under a contract of employment with the **Policy holder** or any **Subsidiary**. **“Employee”** shall not mean any:
- principal, partner or director; or
 - temporary contract labour, self-employed person or labour-only sub-contractor.
- 4.9. **“Fraud/Dishonesty”** means fraudulent or dishonest conduct of an **Employee**:
- not condoned, expressly or implicitly; and
 - that results in liability to; the **Policy holder** or any **Subsidiary**.
- 4.10. **“Infringement”** means an unintentional **Infringement** of any intellectual property right of any **Third Party**, other than Patents and **Trade Secrets**.
- 4.11. **“Insured”** means:
- the **Policy holder** or any **Subsidiary**;
 - any natural person, who is or has been a principal, partner or director of the **Policy holder** or any **Subsidiary**;
 - 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 **Policy holder** or any **Subsidiary**; and
 - any estates or legal representatives of any **Insured** described in (ii) and (iii) of this definition; but only when providing **Professional Services** in the foregoing capacities.
- 4.12. **“Insurer”** means Zurich Kotak General Insurance Company (India) Limited.
- 4.13. **“Jurisdiction”** – As Specified in the Schedule
- 4.14. **“Total Aggregate Limit of Liability”** means the amount specified as such in the Schedule.
- 4.15. **“Loss”** means **Damages** and **Defence Costs**. **“Loss”** shall not mean and this policy shall not cover any
- taxes;
 - non-compensatory **Damages**, including punitive, multiple, exemplary or liquidated **Damages**;
 - finest or penalties;
 - the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
 - compensation, benefits or overhead of, or charges or expenses by any **Insured**;
 - the costs and expenses associated with any withdrawal, recall, removal or disposal of any product or software because of a known or suspected defect, deficiency or inadequacy; or
 - any matters which may be deemed uninsurable under the law governing this policy or the **Jurisdiction** in which a **Claim** is brought.
- 4.16. **“Policy Period”** means the period of time specified in the Schedule unless the policy is cancelled in which event the **Policy Period** will end on the effective date of the cancellation.
- 4.17. **“Policy holder”** means the entity or natural person specified as such in the Schedule.
- 4.18. **“Pollutants”** means, but is not limited to, any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise, including asbestos, smoke, vapour, soot, fibres, mould, spores, fungus, germs, fumes, acids, alkalis, nuclear or radioactive material of any sort, chemicals or Waste. **“Waste”** includes, but is not limited to, material to be recycled, reconditioned or reclaimed
- 4.19. **“Premium”** means the amount specified as such in the Schedule and any **Premium** adjustment reflected in an endorsement to this policy.

- 4.20. **“Professional Services”** means the **Professional Services** of the **Policy holder** and any **Subsidiary** as specified in the Schedule.
- 4.21. **“Property Damage”** means damage to or **Loss** of or destruction of tangible property or **Loss** of use thereof.
- 4.22. **“Public Key Infrastructure”** means the policies, methods, equipment and procedures including associated software, hardware and firmware for establishing and managing a secure method for exchanging electronic information involving the use of certification certificates, digital certificates, digital signatures, public and/or private keys.
- 4.23. **“Retention”** means the amount specified as such in the Schedule.
- 4.24. **“Retroactive Date”** means the date specified as such in the Schedule.
- 4.25. **“Subsidiary”** means companies in which the **Policy holder**, either directly or indirectly through one or more of its Subsidiaries;
- i. controls the composition of the board of directors;
 - ii. controls more than half of the voting power; or
 - iii. holds more than half of the issued share capital.
- For any **Subsidiary** or any **Insured** thereof, cover under this policy shall only apply to **Wrongful Acts** committed while such entity is a **Subsidiary** of the **Policy holder**.
- 4.26. **“Technology”** means any:
- i. software services;
 - ii. **Data** services; or
 - iii. services that facilitate access to or the use of **Data** or software via the Internet;
- of the **Policy holder** or any **Subsidiary**.
- 4.27. **“Technology Product”** means any computer hardware or firmware:
- i. sold, leased or otherwise supplied;
 - ii. licensed; or
 - iii. installed, modified or serviced; by any **Insured**.
- 4.28. **“Technology Product Failure”** means any actual or alleged negligent **Breach of Duty**, act, error, misstatements, misleading statements or omission in connection with any **Technology Product**.
- 4.29. **“Territory”** – As Specified in the Schedule
- 4.30. **“Third Party”** means any entity or natural person; provided, however, **Third Party** does not mean:
- i. any **Insured**; or
 - ii. any other entity or natural person having a financial interest or executive role in the operation of the **Policy holder** or any **Subsidiary**.
- 4.31. **“Legal Representation Expenses”** means reasonable **Defence Costs** which an **Insured** Person incurs on account of any **Formal Inquiry** initiated during the **Policy Period**.
- 4.32. **“Formal Inquiry”** means an official investigation, official examination or official inquiry, in relation to the business or activities of the **Insured** or the conduct of an **Insured**, arising from the **Wrongful Act** occurring after **Retroactive Date**, for which the notice or process compelling attendance or provision of information or documents by an **Insured** is first served during the **Policy Period**.
- 4.33. **“Trade Secret”** means information that derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use.
- 4.34. **“Wrongful Act”** means any **Breach of Duty**, **Technology Product Failure**, **Infringement**, libel, slander, or **Fraud/Dishonesty**.

5. Limit of Liability and Retention

5.1. Limit and Retention

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

5.2. Retention

The **Insurer** shall only pay for the amount of any **Loss** which is in excess of the **Retention**. For the avoidance of doubt, the **Retention** also applies to **Defence Costs**. The **Retention** is to be borne by the **Insured** and shall remain uninsured. A single **Retention** shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act**.

5.3. Other Insurance/ Indemnification –

Unless otherwise required by law, Cover under this policy is provided only as excess over any self-insurance or other valid and applicable insurance, unless such other insurance is written only as specific excess insurance over Insurance afforded by this policy. Nothing contained herein shall be construed to increase the Limit of Liability of this policy.

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

6. Claims

6.1. Notification of **Claims** –

The **Insured** shall, as a condition precedent to the obligations of the **Insurer** under this policy, give written notice to the **Insurer** of any **Claim** first made against the **Insured** as soon as practicable and during the **Policy Period**. All notifications must be in writing or by facsimile, and addressed as required in the **Claims** Details Item on the Schedule.

6.2. Related **Claims** –

If notice of a **Claim** against an **Insured** is given to the **Insurer** pursuant to the terms and conditions of this policy, then:

- (i) any subsequent **Claim** alleging, arising out of, based upon or attributable to the facts alleged in that previously noticed **Claim**; and
- (ii) any subsequent **Claim** alleging any **Wrongful Act** which is the same as or related to any **Wrongful Act** alleged in that previously noticed **Claim**, shall be considered made against the **Insured** and reported to the **Insurer** at the time notice was first given. Any **Claim** or **Claims** arising out of, based upon or attributable to

(i) the same cause, or (ii) a single **Wrongful Act**, or
(iii) a series of continuous, repeated or related **Wrongful Acts**
shall be considered a single **Claim** for the purposes of this policy.

6.3. Circumstances –

During the **Policy Period**, an **Insured** may become aware of circumstances which may reasonably be expected to give rise to a **Claim**. In such event, an **Insured** may report the circumstances in writing to the **Insurer**. If in doing so, the **Insured** provides:

- a. the reasons for anticipating the **Claim**, and
- b. full particulars as to dates, acts and persons involved; then any **Claim** which is subsequently made against an **Insured** and reported in writing to the **Insurer** alleging, arising out of, based upon or attributable to such circumstances, or alleging any **Wrongful Act** which is the same as or related to any **Wrongful Act** alleged or described in the previously notified circumstances, shall be considered first made against the **Insured** and reported to the **Insurer** at the time the facts or circumstances were first reported, if accepted by the **Insurer**.

6.4. Defence/Settlement –

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

6.5. **Insurer's** Consent –

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

6.6. **Insured's** Consent –

The **Insurer** may make any settlement of any **Claim** it deems expedient with respect to any **Insured**, subject to such **Insured's** written consent. If any **Insured** withholds consent to such settlement, the **Insurer's** liability for all **Loss** on account of such **Claim** shall not exceed the amount for which the **Insurer** could have settled such **Claim**, plus **Defence Costs** incurred as of the date such settlement was proposed in writing by the **Insurer**, less coinsurance (if any) and the applicable **Retention**.

6.7. Co-operation –

The **Insured** will at their own cost:

- i. render all reasonable assistance to the **Insurer** and co-operate in the defence of any **Claim** and the assertion of indemnification and contribution rights;
- ii. use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any **Loss** under this policy;
- iii. give such information and assistance to the **Insurer** as the **Insurer** may reasonably require to enable it to investigate any **Loss** or determine the **Insurer's** liability under this policy.

6.8. Control Group Clause –

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

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

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

6.9. Allocation –

In the event that any **Claim** involves both covered matters and matters not covered under this policy, a fair and proper allocation of any cost of defence, **Damages**, judgments and/or settlements shall be made between each **Insured** and the **Insurer** taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.

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
- Details of books of account wherever applicable
- Work order copy 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
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 **Policy holder** has acted and shall act on behalf of each and every **Insured** with respect to:

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

8. General Provisions

8.1. Disclosure to information norm

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

8.2. Assignment

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

8.3. Cancellation

The insured 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. Short Term Policy

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

8.5. Change in Risk

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

- 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.

8.6. Mergers and Acquisitions

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

8.7. Arbitration

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

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

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

8.8. 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.

8.8. Insolvency

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

8.9. Plurals, Headings and Titles

The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural

and vice versa. In this policy, words in bold typeface have special meaning and are defined. Words that are not specifically defined in this policy have the meaning normally attributed to them.

8.10. Scope and Governing Law

This policy shall apply to any **Claim** made against any **Insured** for the coverage **Territory** and **Jurisdiction** as mentioned in the Schedule. Any interpretation of this Policy relating to its construction, validity or operation shall be made in accordance with the laws of India and in accordance with the English text as it appears in this Policy.

8.11. 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.

8.12. 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.

8.13. Validity

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

8.14. Grievance

For resolution of any query or grievance, **Insured** may contact the respective branch office of the **Insurer** or may call toll free number 1800 266 4545 or may write an e- mail at care@zurichkotak.com.

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

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

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

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

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

Details of Insurance Ombudsman

Office Details	Jurisdiction of Office Union Territory, District
Ahmedabad: Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02/05 /06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
Bengaluru: Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
Bhopal: Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh and Chattisgarh.
Bhubneshwar: Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
Chandigarh: Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
Chennai: Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 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).

Noida: Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Bulandaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
Patna: Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar and Jharkhand.
Pune: Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

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

ADDITIONAL NAMED INSURED

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that: the policy is extended to cover any “Additional Named **Insured**” specified in the schedule.

Consequent upon inclusion of “Additional Named **Insured** below changes and additions are made to Section - Definition:

4.11 “Insured”

means:

- i. the **Policy holder** or any **Subsidiary**;
- ii. any Additional Named **Insured**
- iii. any natural person, who is or has been a principal, partner or director of the **Policy holder** or any **Subsidiary**;
- iv. any **Employee**;
- v. any temporary contract labour, self-employed persons, labour only sub-contractors, solely under contract with, and under the direction and direct supervision of the **Policy holder** or any **Subsidiary**; and
- vi. any estates or legal representatives of any **Insured** described in (ii), (iii) and (iv) of this definition; but only when providing **Professional Services** in the foregoing capacities..

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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

ADVANCEMENT OF DEFENSE COST

Insurer will pay for **Defence Costs** in respect of a **Claim** covered under Insuring Clauses or under any applicable extension. **Insurer** will pay for these **Defence Costs** as and when they are incurred prior to final resolution of the **Claim**.

However, each **Insured** shall repay to **Insurer** all payments of **Defence Costs** incurred on that **Insured**'s behalf if and to the extent it is established that such **Defence Costs** are not **Insured** under the Policy.

Defence Costs are subject to the **Retention** and form part of the **Total Aggregate 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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

EMERGENCY DEFENCE COSTS

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

- vii. The **Insurer** will indemnify the **Insured** for any **Defence Costs** which are incurred pursuant to Insuring Clause 1.6, 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

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

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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

JOINT VENTURE

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

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;
 - c) the Named **Insured** has specifically declared in writing to the **Insurer**, 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 (not just the **Insured's** proportion); and
 - d) **Insurer** have specifically agreed in writing to cover the **Insured's** civil liability in respect of the joint venture.

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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

NON - CANCELLATION CLAUSE

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:
Condition 8.3 Cancellation of the policy is deleted in its entirety and replaced as below:

Without prejudice to the rights and remedies at law of each party, this policy shall terminate at the earliest of the following times:

- a) Upon expiration of the **Policy Period** as set forth in Item 3. Of the Schedule ; or
- b) In the event of non - payment of **Premium**.

The Company shall have no obligation to renew this policy upon its expiration or termination.

All other terms and conditions remain unchanged.

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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

CYBER LIABILITY EXCLUSION

Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto it is agreed that this Insurance excludes liability for **Loss**, directly or indirectly caused by, resulting from or in connection with the **Insured**'s use of or reliance upon or sale or supply of any computer hardware or related Information **Technology** or communication system, any computer software, Internet, Intranet, Website or similar facility, system or network and/or any electronic **Data** or related information.

PROVIDED THAT

“**Loss**” in this endorsement shall include (but shall not be limited to) injury, **Loss**, damage, cost or expense of whatsoever nature including consequential and pure financial **Loss**, and **Loss** of, damage to, deterioration or corruption (whether permanent or temporary).

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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

DATA PROTECTION & CYBER LIABILITY ENDORSEMENT

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that below is being added in the policy

Covers

The following Cover is added to Insuring Clause of Kotak Maxima Professional Liability Insurance - Technology policy

1.7 Data Protection & Cyber Liability

The **Insurer** will pay on behalf of any **Insured** all **Damages** resulting from any **Claim** for civil liability arising from a **Data Security Breach**.

Extensions

The following Extension is added to the policy:

Notification Costs

The **Insurer** will pay the reasonable fees, costs and expenses incurred by or on behalf of any **Insured**, with the **Insurer's** prior written consent, for the disclosure (legally required or otherwise) of a **Data Protection Breach** to those natural persons whose **Data** protection or privacy rights have been compromised by the **Insured**.

Policy **Retention** shall apply to this Extension for each and every **Claim**.

Regulatory Actions

The **Insurer** will pay reasonable and necessary fees and expenses any **Insured** incurs with **Insurer's** prior written consent in the defence of request for information, a civil investigative demand or civil proceeding brought by or on behalf of a governmental agency for **Data Security Breach**.

Policy **Retention** shall apply to this Extension for each and every **Claim**.

Regulatory fines and penalties

The **Insurer** will pay regulatory fines and penalties (subject to the law of the land) imposed on any **Insured** for the disclosure (legally required or otherwise) of a **Data Protection Breach** to those natural persons whose **Data** protection or privacy rights have been compromised by the **Insured**.

Policy **Retention** shall apply to this Extension for each and every **Claim**.

Definitions

The following Definitions are added to the policy:

“Computer Attack”

means any malicious or unauthorised electronic attack including but not limited to any fraudulent electronic signature, brute force attack, phishing, denial of service attack, that has been initiated by any **Third Party** or by any **Employee**.

“Computer Security”

means hardware, software or firmware whose function or purpose is to prevent a Computer Attack or Computer Virus from damaging, destroying, corrupting, overloading, circumventing or impairing the functionality of computer systems, software and ancillary equipment of a **Third Party**.

“Computer Virus”

means any program or code that is designed to cause **Loss** or damage to a computer system or any part and/or which prevents or impairs a computer system or any part from performing and/or functioning accurately and properly.

“Data Security Breach”

means:

- i) the failure of Computer Security arising from a **Breach of Duty**, act, error or omission of any **Insured**;
- ii) the transmission of a Computer Virus by any **Insured**;
- iii) any **Data Protection Breach**; or
- iv) any **Breach of Duty**, act, error, misstatement, breach of confidentiality or omission arising from the operation of the **Insured**'s own internet, intranet or extranet sites.

“Data Protection Breach”

means any actual or alleged breach of legislation, or any provisions, rules or regulations regarding **Data** protection and privacy laws of any **Third Party** by any **Insured** that first occurs and is reported during the **Policy Period**.

The Definition of **“Wrongful Act”** is extended to include a **“Data Security Breach”**.

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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

MITIGATION COSTS

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

The **Insurer** will indemnify the **Insured** for reasonable and necessary mitigation costs and expenses incurred or agreed to be incurred by the **Insured**

- i. as a result of a reasonable and necessary action taken by the **Insured** to reduce the amount of any potential **Claim** that would be covered under this policy; and
- ii. arising from a fact, matter or circumstance first discovered by the **Insured** during the **Policy Period** which might lead to a potential **Claim** that would be covered under this policy,

PROVIDED ALWAYS THAT:

- a) such fact, matter or circumstance is notified to the **Insurer** immediately upon being discovered by the **Insured**, during the **Policy Period** and prior to the **Insured** incurring any such mitigation costs or expenses;
- b) no admission of liability (whether by word, conduct or otherwise) is made by the **Insured**;
- c) The **Insurer** have given prior written consent (not to be unreasonably withheld or unreasonably delayed) to the incurring of, or agreement to incur, such mitigation costs or expenses;
- d) The **Insurer** will not pay any costs or expenses incurred by the **Insured** in proving entitlement to coverage under this extension;
- e) cover afforded under this extension will not include any **Defence Costs**; and
- f) the maximum aggregate amount payable under this extension is shown in 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 xxxxxxxxxx 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 xxxxxxxxxx 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 4.15 shall read as follows:

4.15“**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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

ADDITIONAL INSURED

The **Insurer** agrees to cover the interest of Person(s) or Organisation(s) shown in the Schedule is noted on the policy, but only to the extent required by written contract with the Named **Insured** and only

- a) in respect of their liability arising out **Wrongful Act** of the Named **Insured** resulting from the distribution or sale of **Technology Product** and
- b) only for the coverage and Limits of Insurance as provided by this Insurance and
- c) only if this insurance applies to such **Technology Product**.

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 xxxxxxxxxx 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 xxxxxxxxxx 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 xxxxxxxxxx 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 xxxxxxxxxx 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 **Policy Period**, 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 xxxxxxxxxx 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 xxxxxxxxxx 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**

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 xxxxxxxxxx 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 xxxxxxxxxx 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 is 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 xxxxxxxxxx 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 Policy period 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 privacy or publicity including false light and the public disclosure of private facts;
- c. 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;
- d. 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;
- e. Breach of comparative Advertising regulations;
- f. The **Loss** of or damage to Documents;
- g. Unintentional transmission of a Virus;
- h. The failure to protect against unauthorised access to, unauthorised use of, or a denial of service attack against the **Insured's** Computer system;
- i. Misuse of any information which is either confidential or subject to statutory restrictions;
- j. Negligent act, negligent error, negligent omission, negligent misstatement or negligent misrepresentation;
- k. 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;
- l. 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 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 **Insureds**.
- 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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

DATA PROTECTION ENDORSEMENT

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

The **Insurer** will pay, in respect of legal costs and expenses incurred with **Insurer's** prior written consent in the defence of any criminal proceedings brought against **Insured** during the Policy Period under The **Data** Protection Act 2018 or amending or superseding legislation provided always that:

- a. the act, error or omission giving rise to the proceedings will have been committed by the **Insured** in the ordinary course of the **Professional Services**;
- b. The **Insurer** will be entitled to appoint solicitors and counsel to act on **Insured's** behalf;
- c. The **Insurer** will have no liability to pay costs incurred subsequent to a plea or finding of guilt on **Insured's** part, or in the event that counsel should advise that there are no reasonable prospects of successfully defending the proceedings, except for costs incurred solely for the purpose of making a plea in mitigation before sentencing or costs incurred in making an appeal if counsel will advise that the prospects of a successful appeal following a finding of guilt are reasonable;

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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

DESIGNATED CONTRACT COVERAGE EXTENSION

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that, this insurance only applies to **Claim** under all the Insuring Clause in connection with the contract(s) designated below:

Designated Contract(s)

1.

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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

DESIGNATED CONTRACT EXCLUSION

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that, this insurance does not apply to **Claim** under all the Insuring Clause in connection with the contract(s) designated below:

Designated Contract(s)

1.

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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

COMPUTER OR SOFTWARE CODE EXCLUSION

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that, this insurance does not apply to any actual or alleged **Infringement** arising out of, based upon or attributable to any actual or alleged:

- i. assertion; or
 - ii. **Infringement** or violation;
- by the **Insured** of any copyright of:
- i. software or its source content or material;
 - ii. other computer code or its source content or material; or
 - iii. other expression, method or process designed to control or facilitate any operation or other use of any computer or other automated system.

This exclusion applies regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, **Infringement** or violation. All other terms and conditions remain unchanged.

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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

OUTSTANDING FEES ENDORSEMENT

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

It is hereby agreed and understood that at **Insurer's** sole discretion, The **Insurer** will indemnify the **Insured** for the Outstanding Fees where the **Insured** has agreed not to contest any Outstanding fees and where at **Insurer's** sole discretion, The **Insurer** decide that by not contesting any Outstanding fees that this will prevent a **Claim**

For the purpose of this endorsement following definition is added:

Outstanding 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 **Insured's** Service.

For the purpose of this endorsement following Exclusion is added:

The **Insurer** will not indemnify the **Insured** in respect of **Claims** arising from:

1. Cost guarantees or estimates being exceeded;
 2. any actual or alleged **Claim** arising out of, giving rise to or in any way related to any actual or alleged:
 - assertion; or
 - **Infringement** or violation;
- by any person or organisation (including any **Insured**) of any intellectual property law or right, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury in the absence of any such actual or alleged assertion, **Infringement** or violation
3. failure of your **Technology Product** to prevent unauthorised access to or use of an electronic system or program;

Only with respects to your outstanding fees and expenses coverage, the following definition is added. **Claim(s)** meaning: a judgment, arbitration award or any demand for money.

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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

PARENT ENTITY EXCLUSION

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that: the **Insurer** shall not be liable for any **Loss** in connection with any **Claim** or **Claims** made against the **Insured** which are brought by or on behalf of Parent Company of the **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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

PREVIOUS BUSINESS COVERAGE EXTENSION

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that The **Insurer** agree to provide Liability in respect of any **Claim** for compensation made against any person who is or becomes or ceases to be during the Policy Period a principal, partner or director of the named **Insured** for any **Claim** under any of the Insuring clause and incurred on the part of such person in the conduct of the same profession as your profession before that person joins as the named **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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

SPECIFIC MATTER EXCLUSION - SPECIFIC SERVICES EXCLUSION

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

This insurance does not apply to any **Loss** arising out of **Insured's Technology Product** or Professional service designated below:

Designated Products Or Services:

1. Development or maintenance of financial Trading systems • Development or maintenance of Online payment gateways
2. Aviation/Aerospace related software excluding internal admin. Software
3. Medical Diagnostic software

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

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

SPECIFIC MATTER ENDORSEMENT – XXXXXX –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, **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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

SPECIFIC MATTER ENDORSEMENT – XXXXXX – 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, **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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

TIE-IN LIMIT CLAUSE

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that: the combined **Total Aggregate Limit of Liability** that **Insurer** shall be liable to pay for any **Claim** for compensation made against the **Insured** under all insurance covers combined involving both this policy and also policy No. [Insert number] shall be [insert limit] any one **Claim** and in the aggregate inclusive of **Defence Costs**.

It is further understood and agreed that this endorsement shall not be construed to increase the limit of Liability as shown in the schedule.

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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

HACKERS AND VIRUS EXTENSION

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that: the **Insurer** agrees to pay on behalf of the **Insured** **Damages** and **Claims** expenses, in excess of the **Retention**, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against any **Insured** and reported to the **Insurer** during the Policy Period or Extended Reporting Period (if applicable) arising out of any negligent act, error or omission and resulting in one or more of the following acts committed on or after the **Retroactive Date** and before the end of the Policy Period in the course of the **Insured**'s performance of their Services:

- (a) Failure to prevent a party other than any **Insured** from unauthorized access to, use of, or tampering with **Data** or systems;
- (b) Failure to prevent a party other than any **Insured** from introducing Malicious Code into **Data** or systems;
- (c) Inability of a **Third Party**, who is authorized to do so, to gain access to **Insured** services, unless such inability is caused by a mechanical, telecommunications or electrical interruption or failure.

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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

DELAY EXCLUSION

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

Exclusion 3.4 is being entirely deleted and replaced with the below

3.4 Contractual Liability/Performance Guarantees - arising out of, based upon or attributable to any:

- e. 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;
- f. guarantee or warranty;
- g. delay in performing, failing to perform or failing to complete any **Professional Services**, or
- h. delay in the supply, installation, modification or service of any **Technology Products**;

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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

WAVIER OF SUBROGATION

It is hereby agreed and understood that under Conditions 8.11 Subrogation clause of the policy is deleted in its entirety and replaced by below

A. **Insurer** will waive the right of recovery we would otherwise have had against the person or organisation shown in the Schedule, for **Loss** to which this insurance applies, provided the **Insured** has waived their rights of recovery against such person or organisation in a contract or agreement that is executed before such **Loss**.

B. Other than as described in paragraph A. above, the **Insured**'s rights to recover all or part of any payment made under this insurance are transferred to us. The **Insured** must do nothing after **Loss** to impair them. At our request, the **Insured** will bring suit or transfer those rights to us and help us enforce them

Designated Person(s) Or Organisation(s): on review of written contract

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 xxxxxxxxxx issued to XXXXXXXX (**Insured**) by Zurich Kotak General Insurance Company (India) Limited

BREACH OF PRIVACY

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that, the Company agrees to pay **Loss** to the **Insured** against liability for compensation arising from intrusion upon, interference with or **Infringement** of right to publicity, right to privacy, family life, a person's home or correspondence including the torts of intrusion upon seclusion, false light and misappropriation of name or likeness and including breach of **Data** protection legislation, wrongful entry or eviction, eavesdropping or invasion of private occupancy.

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