

**PROSPECTUS  
(Commercial)**

**MAXIMA PROFESSIONAL LIABILITY INSURANCE – TECHNOLOGY**

**Introduction**

The Policy provides the below cover

- 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 above is an outline of the policy wording, for better clarity kindly refer the policy wording.

**Who can take this insurance?**

- Any Individual involved in Technology Product and Services
- Any Company / Organization involved in Technology Product and Services

**What the Policy does not cover?**

This policy does not cover liability in connection with below:

- Bodily Injury/Property Damage
- Contractual Liability/Performance Guarantees
- Insolvency
- Infrastructure
- Internet Material
- Patent/Trade Secret
- Prior Claims/Circumstance
- War/Terrorism

For complete list of exclusions, please refer the policy wordings

**What is the Limit of Liability?**

In Maxima Professional Liability Insurance-Technology policy, the sum insured is referred to as Limit of Liability. This limit is fixed as any one Event and in the Aggregate. Any one Event means the maximum we will pay for a

single incident and the Aggregate limit is the maximum which we will pay for all claims under the policy during the Policy period. The limit of Liability is to be decided by the Insured based upon their own and industry experience.

#### **What should be the Retention under the policy?**

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.

#### **What are the Extensions available under the policy?**

##### **Standard Extensions**

- Automatic Acquisitions of New Subsidiaries
- Court Attendance
- Estates and legal representatives
- Extended Reporting Period
- Inquiry Costs
- Legal Representation Expenses
- Lost Computer Records
- Outgoing Principals and Employees
- Public Relations Expenses
- Unauthorised Access
- Vicarious Liability Extension

##### **Other Extensions**

- Additional Insured
- Advancement Of Defense Cost
- Emergency Defence Costs
- Joint Venture
- Non - Cancellation Clause
- Data Protection & Cyber Liability Endorsement
- Mitigation Costs
- Coverage For Fines, Penalties, Punitive And Exemplary Damages Endorsement
- Indemnity To Principals
- Principals Previous Business
- Primary And Non-Contributory Clause
- Cessation Of Entities (Runoff Cover)
- Breach Of Contract
- Breach Of Privacy
- Contractor/ Sub-Contractor Extension
- Multimedia Liability Coverage
- Cost Of Bail Bonds
- Data Protection Endorsement
- Designated Contract Coverage Extension
- Outstanding Fees Endorsement
- Previous Business Coverage Extension
- Specific Matter Endorsement
- Tie-In Limit Clause
- Hackers And Virus Extension
- Wavier Of Subrogation

#### **Territory & Jurisdiction**

The territory limits and the Jurisdiction will follow the policy schedule, policy form as extended.

### What to Do in Event of a Claim?

- Call Zurich Kotak General Insurance Company (India) Limited Call Centre on Toll Free No: 1800-266-4545 OR
- Send Letter via Post / Courier along with details of the loss - as far as practicable OR
- Email us at [care@zurichkotak.com](mailto:care@zurichkotak.com)
- Zurich Kotak General Insurance Company (India) Limited will depute an IRDAI licensed surveyor to attend to the loss
- Please provide necessary assistance to surveyor or company officials for finalization of loss.
- Please furnish required documents and any clarifications that may be sought.

### Grievance

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free number 1800 266 4545 or may write an e-mail at [care@zurichkotak.com](mailto:care@zurichkotak.com).

In case the Insured is not satisfied with the response, Insured may contact the Grievance Officer of the Company at [grievanceofficer@zurichkotak.com](mailto: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](mailto:seniorgrievanceofficer@zurichkotak.com) / [chiefgrievanceofficer@zurichkotak.com](mailto:chiefgrievanceofficer@zurichkotak.com)

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

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman is available at Annexure I of Policy wordings.

The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at Company's website: [www.zurichkotak.com](http://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](http://www.cioins.co.in/Ombudsman)

### Duty of Disclosure:

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.

### Obligations of the Policyholder:

- Insured should disclose all material information correctly at time of filling the proposal form
- In case of any change / modification / addition to the already declared information, Insured should immediately bring it to Company's notice
- Disclosure of other material information during the policy period.
- Non-disclosure of material information may affect the claim settlement.

The Policy schedule and policy wording is provided on the basis of the duly filled signed, dated and stamped proposal form provided by the Insured. Any deviation may affect the claim settlement.

**Note:**

For detailed Coverage, Exclusions, Conditions etc., it is recommended to go through the Specimen copy of the Policy Wording which can be collected from any of our branch or downloaded from company web site.

**STATUTORY WARNING - PROHIBITION OF REBATES  
(Under Section 41 of Insurance Act 1938)**

1. No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property, in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the Insurer.
2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees