

## MISCELLANEOUS PROFESSIONAL INDEMNITY PLUS

### Declarations / Schedule

**1. Policy No:**

**2. Policy Holder:**

**3. Broker:**

- i. Intermediary Code*
- ii. Intermediary Name*
- iii. Intermediary Contact No*
- iv. Intermediary email id*

**4. Insurer:** *Zurich Kotak General Insurance Company (India) Limited*

**5. Named Insured:**

**6. Insured Project:**

Contract Value:

Professional Fees\*:

\* respectively the share of the contract value which is allocated for the rendering of the professional services

**7. Insured Professional Services:**

**8. Policy Period: Inception date:**

**Expiry date:**

**Retroactive date:**

(if applicable)

**9. Extended Reporting Period:**

**10. Insured Limits of Liability:**

each Claim:

project aggregate limit:

**Sub-limits of liability**

**11. Premium:**

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

<b>Tax Details:</b>	GST Registration No. _____ Category _____ SAC Code _____ Description _____
<b>Notifications to the Insurer:</b>	Notifications of <b>Claims</b> , circumstances and other insured events to the <b>Insurer</b> under this Policy to be addressed to:  Name: Zurich Kotak General Insurance Company (India) Limited  Address: 401, 4 <sup>th</sup> floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai, 400063, India

**12. Deductible:** each Claim:

**13. Coverage Territory:** This Policy applies to wrongful acts committed, and to claims made against the Insured anywhere in the world.

**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.

**Authorisation:**

< Location>, 03 Oktober 2025

On behalf of the Policyholder,

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**Authorized Representative**

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**Authorized Representative**

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 <Insurer's Office Address> at Mumbai this XX day of <MONTH> of <YEAR>

For **Zurich Kotak General Insurance Company (India) Limited**,

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Authorized Signatory

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

## Policy Wordings

### Preamble

By accepting this Policy the *Named Insured* agrees that the statements in the Proposal and the attachments are accurate and complete and acknowledges that the *Insurer* has issued this Policy in reliance upon those representations.

THIS IS A CLAIMS MADE AND REPORTED POLICY

### SECTION 1. INSURING AGREEMENT

The *Insurer* will indemnify the *Insured* for all *Damages* which the *Insured* shall become legally liable to pay and *Claims Expenses* as a result of a *Claim* first made against the *Insured* during the *Policy Period* and covered by this insurance for a *Wrongful Act* first committed on or after the *Retroactive Date* and reported to the *Insurer* of this Policy. The *Insurer* shall have the right and duty to defend any *Claim* to which this Insurance applies.

*Claims Expenses* are included in the *Limits of Liability*.

In case of a *Claim* the *Insured* has to provide proof that the *Claim* arises solely out of the *Insured's* performance of *Professional Services*.

### SECTION 2. CONDITIONS

#### 1. Due Diligence

The *Insured* shall take all reasonable precautions to prevent and minimise loss, damage or liability and to comply with statutory requirements and manufacturer's recommendations designed to ensure the safe working of plant and equipment.

#### 2. Obligations to advise Alterations and Increases in Risks

2.1 This Policy covers automatically all alterations in concept and works.

2.2 Material alterations such as:

- substantial changes of the Insured Project,
- substantial amendments of the contract or subcontracts

have to be advised to the *Insurer* without delay. The *Insurer* is entitled to demand appropriate changes in terms and conditions as from the date when such alterations become effective.

2.3 Both parties can agree in individual cases and then also for the future that an increase in risk is no longer or only partly covered; any requirement for additional premium is thereby waived or reduced in the future.

2.4 Unintentional violations of the obligations to advise material alterations are without consequences but have to be advised immediately after disclosure.

#### 3. Premium

as agreed and stipulated in item 11 of the Schedule.

3.1 The premium calculation of this Policy is subject to the estimated total contract value and also to the estimated amount of professional fees. If those amounts increase, the *Insurer* shall be entitled to charge the corresponding premium share.

3.2 The premium calculation of this Policy is also subject to the scope and duration of the Insured Project. Substantial changes of the Insured Project and substantial amendments of the contract or subcontracts entitle the *Insurer* to charge an appropriate premium.

#### **4. Obligations in the Event of a Claim**

4.1 In the event of a *Claim* the *Insured* shall, as a condition precedent to his right to be indemnified under this Policy, without delay

4.1.1 give written notice to the *Insurer*

4.1.2 take all reasonable steps to minimise the extent of the loss or damage and follow the instructions of the *Insurer*;

4.1.3 not 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*. Acknowledgements and settlements that have been given or closed by the *Insured* without the consent of the *Insurer*, are binding for the *Insurer* only to the extent the *Claim* would have existed even without those acknowledgments or settlements. The *Insurer's* consent shall not be unreasonably withheld, provided that the *Insurer* shall be entitled to exercise all of their rights under the Policy;

4.1.4 immediately notify the *Insurer* of any civil or penal proceedings connected with a *Claim* and leave to the discretion of the *Insurer* the appointment of a legal counsel. The *Insurer* will consult the *Insured* as to this appointment beforehand;

4.1.5 preserve unchanged any damaged or defective property or parts for inspection by the *Insurer* unless

- immediate action is required for safety or the continuation of work,
- the *Insurer* dispenses with inspection,
- the survey has not taken place within five working days after notice having been given to the *Insurer*;

4.1.6 allow any person authorised by the *Insurer* to carry out a survey of the damaged or defective material and make available for inspection all parts replaced as result of the damage or loss;

4.1.7 furnish the *Insurer* with the details necessary to establish the liability and in particular to give proof of the cost of repair by appropriate invoices.

4.2 In case of intentional violation on an insured party of one of the aforementioned obligations the *Insurer* are entitled to refuse indemnification for such a *Claim* under the Policy. In case of gross negligence, the *Insurer* is entitled to limit his obligation to provide indemnification in a manner which takes into consideration the severity of the *Insured's* negligence.

In case of a breach of a duty to inform or include all relevant papers this only applies if the *Insurer* has informed the *Insured* about such negative consequences via an explicit notice.

Coverage persists if the *Insured* proves that he did not act with gross negligence.

Coverage further persists if the *Insured* proves that the breach of the obligation in question was neither the cause for the damage nor the reason for the *Insurer's* obligation to provide indemnification or the amount of indemnification. This does not apply if the *Insured* acted fraudulently.

#### **5. Defence and Settlement**

5.1 In the event of a *Claim* the *Insurer* selects competent independent legal counsel to defend the *Insured* at the *Insurer's* expense, the legal fees and all other litigation expenses the *Insurer* must pay to that counsel are limited to the rates the *Insurer* would actually pay to counsel that the *Insurer* retains in the ordinary course of business in the defence of similar *Claims* in the legal region where the *Claim* arose or is being defended.

The legal fees and all other litigation expenses the *Insurer* pays to independent legal counsel shall reduce the available *Limit of Liability*.

5.2 The *Insurer* shall have the right to make investigations and conduct negotiations and, with the written consent of the *Insured*, enter into such settlement of any *Claim* that the *Insurer* deems appropriate.

5.3 A *Claim* is payable two weeks after its final assessment. The *Insurer* further agree to pay within one month after advice of a *Claim* at least the amount for which they are indisputably liable.

5.4 If a court case has not been filed within 6 months after *Insurer* have refused liability to the *Insured* in writing, the *Claim* shall be null and void. In case of arbitration the limit of 6 months as above is extended for the period of arbitration procedure.

5.5 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.*

## 6. Subrogation (“in the event of a *Claim*”)

The *Insured* shall at the expense of the *Insurer* do and concur in doing and permit to be done all such acts and things as may reasonably be necessary or required by the *Insurer* in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the *Insurer* shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the *Insured*'s indemnification by the *Insurer*.

## 7. Waiver of Subrogation

The *Insurer* agrees to waive all rights of subrogation or action which they may have or acquire against any *Insured* and its affiliates under this Policy arising out of any *Occurrence* in respect of which any *Claim* is made hereunder except when such rights of subrogation are acquired in consequence of any fraud, misrepresentation, non-disclosure or breach of condition provided nevertheless that nothing in this clause shall be deemed to increase the limit of *Insurer*'s liability.

The *Insurer* agrees to waive all rights of subrogation or action against a client of the *Insured* to the extent that the *Insured* had, prior to a *Claim* or *Wrongful Act*, entered into a written agreement to waive such rights. Notwithstanding this waiver of subrogation, the *Insurer* maintains its right of recourse against manufacturers, suppliers for any warranties that may be in force on materials and equipment supplied. Such recourse will only be exercised after prior approval of the *Insured*. The *Insured* will deny any recourse by good reason only.

## 8. Limits of Liability and Deductibles:

8.1 Regardless of the number of *Claims*, the number of persons or entities included within the definition of *Insured*, or the number of claimants who make *Claim* against the *Insured*:

- i. the *Limit of Liability* shall be the maximum amount paid by the *Insurer* for all *Damages* and *Claims Expenses* resulting from each *Claim* or related *Claims* made against the *Insured*,

- ii. the *Limit of Liability* shall be the maximum aggregate amount of the *Insurer* for all *Damages* and *Claims Expenses* resulting from all *Claims* within the *Policy Period*
- iii. the *Deductible* shall apply separately to each *Claim* or related *Claims* and shall also apply to either *Damages* or *Claims Expenses* or both.

8.2 *Claims Expenses* shall be part of, and not in addition to, the applicable *Limits of Liability*, and payment of *Claims Expenses* by the *Insurer* shall reduce, and may exhaust, the applicable *Limit of Liability*.

8.3 The obligations of the *Insurer* to pay *Damages* and to defend any *Claim* seeking *Damages* from the *Insured* or pay *Claims Expenses* shall only be in excess of the *Deductible*, which amount shall be borne by the *Insured* at the *Insured's* own expense. The *Insurer* shall have no obligation whatsoever, either to the *Insured* or to any other person or entity, to pay all or any portion of the *Deductible* amount on behalf of the *Insured*. The *Insurer* shall, however, at its sole discretion, have the right and option to do so, in which event the *Insured* will repay the *Insurer* in full any amounts so paid.

8.4 The *Insurer* shall not be obligated to pay any *Damages* or to defend or continue to defend any *Claim* after the applicable *Limit of Liability* has been exhausted by the payment of *Damages* or *Claims Expenses* or both.

## 9. Time Limit

This Policy applies only to those *Claims*, which are made in writing during a period of 10 years at most after the acceptance (PAC) of the entire *Work*.

## 10. Extended Reporting Period

After expiration of the Policy and/or for restrictions of terms and conditions, the *Insured* shall be automatically granted an extended reporting period of twelve(12) months in which to report *Circumstances* or *Claims* for a *Wrongful Act* arising out of *Professional Services* committed before the Expiration Date.

This extension applies only to *Wrongful Acts* committed during the *Policy Period* or after the *Retroactive Date* and of which the *Insured* gets knowledge the first time during the *Policy Period* or *Extended Reporting Period* provided that the resulting *Claims* are actually made at the latest five years after expiration of the

Policy. In case of a restriction of terms and conditions the same applies to *Wrongful Acts* affected by such restriction but limited to the extent of such restriction.

All *Circumstances* reported during the *Extended Reporting Period* shall be deemed as *Claims* firstly made during the last *Policy Period* (insured event is the last day of the *Policy Period* or the last day restrictions of terms and conditions become effective) unless these *Circumstances* belong to a Related Claim. There is no coverage for *Claims* belonging to a Related Claim which are made after five years.

The *Extended Reporting Period* does neither extend the *Policy Period* nor increase the *Limits of Liability*.

This provision only applies to the extent that the *Insured* has not purchased other insurance covering these *Claims*.

## 11. Currency

All amounts expressed in this Policy shall be in INR currency unless endorsed otherwise. The premium payment is to be made in INR (see item 11 of the Schedule) and any loss settlement is to be made in INR to the affected *Insured*.

In the event of expenses and/or costs other than premium payment involving a currency other than this currency the exchange rate to be used for the currency conversion published on the currency conversion website [www.rbi.org.in](http://www.rbi.org.in) of the date such costs shall be paid by the *Insurer*.

## 12. Administration Clause

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

- 1) negotiating terms and conditions of, binding and amending the Policy;
- 2) payment of Premiums;
- 3) endorsements;

## 13. Representative Clause

If and insofar as *Insurer's* indemnity under this Policy is dependent upon anything to be observed, to be done, to be complied with or to be adhered to by the *Insured* the insurance protection under this Policy will only be prejudiced if such failure to observe, to do, to comply with or to adhere to anything is committed by representatives of the *Insured*. This also applies to loss or damage caused by intentional act according to exclusion 2.

The representatives are defined as follows:

In the case of joint stock companies – the members of the managing board or their general deputies.

In the case of private limited companies – the managers

In the case of limited partnership – the partners with unlimited liability

In the case of general partnerships – the partners

In the case of private partnership – the partners

In the case of private firms – the proprietors.

In the case of company types not mentioned above – the corresponding relevant group of persons.

## 14. Multiple Insured's Clause

14.1 It is noted and agreed that if the *Insured* described in the schedule, comprises more than one *Insured* each operating as a separate and distinct entity then (save as described in this multiple insured clause) cover hereunder shall apply to the same extent provided that the total liability of the *Insurer* to all of the *Insureds* collectively shall not exceed the sums insured and limits of liability including any inner limits set by memorandum or endorsement stated in the Policy.

14.2 It is understood and agreed that any payment or payments by *Insurer* to any one or more of the *Insureds* shall reduce the extent of *Insurer's* liability for payments to all such parties arising from any one event giving rise to a *Claim* under this Policy and (if applicable) in the aggregate.

14.3 It is further understood and agreed that the *Insurer* shall be entitled to avoid liability to or (as may be appropriate) claim damages from any of the *Insured* in circumstances of intentional act, fraud, material misrepresentation, material nondisclosure or material breach of condition of this Policy each referred to in this clause as a vitiating act.

14.4 It is however agreed that (save as described in this multiple insured clause) a vitiating act committed by one *Insured* shall not prejudice the right to indemnity of any other *Insured* who has an insurable interest and who has not committed a vitiating act.

14.5 The *Insurer* hereby agrees to waive all rights of subrogation which they may have or acquire against any *Insured* except where the rights of subrogation or recourse are required in consequence of or otherwise following a vitiating act in which circumstances the *Insurer* may enforce such rights notwithstanding the continuing or former status of the vitiating party as an *Insured*.

14.6 The lenders to the project shall not be entitled to any indemnity under this Policy for or arising from loss or damage in respect of which the *Insurer* is by reason of a vitiating act no longer liable to indemnify anyone or more other *Insured*.

### **15. Cancellation Clause**

This Policy may not be cancelled by the Insurer, except for non-payment of premium or other valid reason as provided under applicable law.

This Policy may be cancelled by the Policyholder on behalf of all Insureds at any time during the Period of Insurance provided the Policyholder provides the Insurer with ninety (90) days written notice prior to the effective date of such cancellation. The Policyholder shall not have the right to cancel this Policy if any Claim or Circumstance has been reported under this Policy prior to the date of cancellation. If this Policy shall be cancelled by the Policyholder, the Insurer shall retain the pro rata portion of the total premium for the Policy. This Policy may not be cancelled by the Policyholder during the Extended Reporting Period, if applicable.

### **16. Non Contribution Clause / Other Insurance**

If other valid and collectible insurance is available to the *Insured* for a loss this Policy shall be specifically excess over, and shall not contribute with such other insurance.

### **17. Place of Jurisdiction**

This Policy shall be governed by and construed according to the laws of India. In the event of disputes regarding the interpretation of the terms and conditions of this Policy, Indian Courts shall be the place of jurisdiction. This agreement on the place of jurisdiction shall also apply to companies included in the scope of cover that are based abroad.

### **18. Conduct of Lawsuits**

The *Insured* agree to file legal proceedings under this Policy only against the *Insurer* and up to the share set against his name in the schedule.

### **19. Contractual Rights and Limitations**

It is further understood that the *Insured* will at all times preserve the various contractual rights and agreements entered into by the *Insured* and the contractual remedies of such parties in the event of loss or damage.

The *Insurer* shall be entitled in the event of a *Claim* to invoke any such contractual limitation of the *Insured's* legal liability.

### **20. Rights of Third Parties**

No party who is not an *Insured* shall be entitled to enforce any term of this Policy for its own benefit under the Contracts (Rights Against Third Parties) Act 1999 (UK) or any applicable Indian laws or otherwise.

### **21. This point has been intentionally left blank**

### **22. Sanction clause**

Notwithstanding any other terms under this agreement, no *insurer* shall be deemed to provide coverage or will make any payments or provide any service or benefit to any *Insured* or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the *Insured* would violate any in relation to the *Insurer* applicable trade or economic sanctions law or regulation applicable in the country where the *Insurer* is domiciled.

### SECTION 3. DEFINITIONS

1. **Bodily Injury** means death, injury, sickness or disease or death resulting from such injury, sickness or disease and shall include mental injury, mental anguish and shock.

2. **Circumstances** means *Wrongful Acts* committed during the validity of this Policy and on or after the *Retroactive Date*, where no *Claim* has been made in writing against the *Insured*, however this has to be expected in near future.

The reporting of *Circumstances* has to be notified to the *Insurer* in writing. The notice has to make clear that it is the reporting of *Circumstances*. Other information shall not be considered as notice of *Circumstances*.

3. **Claim** means any civil action, lawsuit, proceeding, written demand, or written allegation of breach in the rendering of *Professional Services* by any person or entity which is seeking to hold the *Insured* responsible for monetary damages as a result of a *Wrongful Act* actually or allegedly committed by the *Insured* or by any other person for whose *Wrongful Acts* the *Insured* is legally responsible.

It is understood that all *Claims* against the *Insured* that arise out of or are attributable to the same *Wrongful Acts* or *Interrelated Wrongful Acts*, shall constitute a single *Claim* (Related Claim) and one *Deductible* shall apply. Subject to the other conditions of the Policy such *Claim* will be deemed to have been made (regardless of the point of time the *Claim* was actually made) at the time, the first insured *Claim* was made in writing during the *Policy Period* or *Extended Reporting Period* or *Circumstances* were reported, whichever comes first.

4. **Claims Expenses** means reasonable expenses and legal fees incurred with the approval of the *Insurer* in the investigation, adjustment, defense, or appeal of a *Claim* against the *Insured*; however, *Claims Expenses* shall not include salaries, overhead, benefit expenses, or other fees and charges of the *Insured*.

5. **Damages** means any amount the *Insured* shall be legally obligated to pay by judgments or by settlements provided always that the expression damages shall not include:

- Liquidated damages, fines, penalties, interests, taxes, fees or other charges imposed upon the *Insured*;
- It is referred to the conditions regarding defense and settlement in section 2 (5).

6. **Deductible** means the amount not covered as specified in the Schedule.

7. **Extended Reporting Period** means the period named in the schedule and referred to in section 2 (10).

8. **Insured** means

a) the Policyholder and the Insured named in the Schedule

b) Any director, officer, agent, representative or employee of the Insured specified in a) above, but only while acting within the scope of their duties in such capacity

9. **Insurer** means the Insurance Company named in the Schedule.

10. **Interrelated Wrongful Act** means two or more *Wrongful Acts* arising out of or attributable to the same originating cause, source or event.

11. **Limit of Liability** means the insured amounts for this Policy specified in the Schedule.

12. **PAC** means Preliminary or Provisional Acceptance Certificate indicating an acceptance of the *Work* by a customer, usually after successful testing.

13. Policy means this policy wording including the schedule and any endorsements to it,

14. **Policy Period** means the policy period as stated in the Schedule.

15. **Professional Services** means only those services customary to an architect or engineer which are usually performed for others for a fee, such as - design, including advice in relation to design, in accordance with all relevant laws, regulations and industry codes of practice,

- drafting
- technical calculation and specification
- surveying
- technical advice
- inspection
- supervision
- training in respect of the above

It is understood and agreed that only those services qualify as *Professional Services* which have to be performed by the *Insured* as a specific requirement and are part of explicit obligations of the *Insured* agreed in a contract.

16. **Retroactive Date** is the date named in item 8 in the schedule.

In case of modifications of the terms and conditions of this Policy (e.g. modifications of the *Limit of Liability* or the *Deductible*), the *Retroactive Date* for these modifications shall be the point of time on which the modification becomes effective as part of this Policy.

17. **Terrorism** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

18. **Work** means the works to be constructed and completed in accordance with the *Professional Services*.

19. **Wrongful Act** means any actual or alleged act, error, neglect, or omission committed in the performance of, or failure to perform *Professional Services*.

#### **SECTION 4. EXCLUSIONS**

This Policy shall not apply to any *Claim* based upon or directly or indirectly arising out of or resulting from

##### **1. Prior Matters**

Any *Wrongful Act* which

- were committed before the inception of the insurance or the *Retroactive Date*

and/or

- were reported to a previous insurer or previous insurance policy and/or were known by the *Insured*.

## **2. Dishonest and Fraudulent Acts**

Any criminal, fraudulent, dishonest or discriminatory act or omission, or any act, error, or omission committed with knowledge of its wrongful nature or with intent to cause damage; however, the *Insurer* shall reimburse the *Insured* for any *Claims Expenses* that would have been payable under this Policy if, upon final disposition of such *Claim*, such allegations have not been proven;

## **3. Bodily Injury and Property Damage**

Any:

(1) *Bodily Injury*;

(2) damage to, destruction or loss of any property, including the loss of use thereof; however this exclusion does not apply to *Claims* being a consequence of a damage to or a destruction or loss of the property on or for which the *Professional Services* have been performed (or required to be performed) by the *Insured*.

## **4. Damage to Work**

the *Insured's* cost of providing, correcting or re-performing or completing the *Professional Services* or the *Work*;

## **5. Libel and Slander**

Any libel or slander or any allegation thereof unless expressly agreed otherwise

## **6. Warranties and Guarantees**

Any guarantee or express warranty (e.g. any failure of the *Work* to perform with an explicit advertised performance level) which the *Insured* has given unless the liability of the *Insured* would have existed to the same extent in the absence of such guarantee or warranty;

It is however understood and agreed that this exclusion does not exclude *Damages* due to the fact that the *Work* does not have – wholly or partly – the contractually agreed or presupposed dimensions, strength or an otherwise required feature and therefore has to be modified.

## **7. Contractual Liability**

the liability (including the liability of others) assumed by the *Insured* under contract or agreement, whether oral or in writing, unless such liability would have attached to the *Insured* in the absence of such contract or agreement ;

## **8. Incomplete Pricing**

Any inaccurate, inadequate, or incomplete description of the price of goods, products or services; any *Claim* arising out of, based upon or attributable to any failure by any *Insured* to make an accurate pre-assessment of the cost of performing the *Work*

## **9. Non-Completion of Professional Services**

any failure to complete drawings, plans, specifications, schedules, or shop drawings on time;

## **10. Breach of Contractual Duty**

any breach of contractual duty unless resulting from a *Wrongful Act*;

#### **11. Insured's Own Fees, costs etc.**

any *Insured's* fees, costs, or profit guarantees, cost representations, contract price, or estimates of probable costs, return on capital or economic return;

#### **12. Goods and Products**

any defect in any product or good unless such defect arises out of the performance of *Professional Services*.

#### **13. INTENTIONALLY LEFT BLANK**

#### **14. Faulty Workmanship**

faulty workmanship, construction or *Work* which is alleged or in fact not constructed in accordance with the design of the project or the construction documents unless such *Claim* arises solely out of the *Insured's* performance of or the failure to perform *Professional Services*;

#### **15. Insurance and Financing**

the *Insured's* failure to procure and maintain, or advise or require, any form of insurance, suretyship or bond;

#### **16. Design of Vehicles**

Design or engineering of every kind of rail vehicles, motor vehicles, watercraft and their parts.

#### **17. Pollution**

any actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any:

(1) smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, pollutants or contaminants; or

(2) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any of the foregoing, or any action taken in contemplation or anticipation of any such regulation, order, direction or request;

#### **18. Asbestos**

any loss due to asbestos or substances containing asbestos and which are the consequence of risks typical for asbestos;

#### **19. Radiation and EMF**

any loss directly or indirectly related to ionizing (high energy) radiation, e.g. alpha, beta and gamma rays or neutrons or rays produced in particle accelerators and any loss directly or indirectly related to electromagnetic fields (EMF).

#### **20. Terrorism**

*Terrorism* or arising out of any activity or decision of a government agency or other entity to prevent, respond to or terminate *Terrorism*.

#### **21. Insolvency**

the *Insured's* insolvency or bankruptcy or the *Insured's* undergoing receivership or liquidation;

## 22. Intellectual Property

any actual or alleged infringement of intellectual property including patents, trademark, trade secrets and copyright;

## 23. Decennale

§§ 1792 to 1792.6 and 2270 of the French Code Civil

## 24. Insured vs. Insured

any person or entity included within the definition of *Insured* against any other person or entity included within the definition of *Insured*;

## 25. Management Liability

for any liability arising solely out of any *Insured's* status as, or activities in the capacity of, an officer, director, partner, holder of a similar elective or appointive management position, or stockholder of any partnership, joint venture or other organization (including any employee trust, charitable organization or business); provided, however, that this exclusion shall not apply to any liability (including vicarious liability) of an *Insured* which, as result of conducting the insured profession, would attach irrespective of such status or capacity.

26. Aggravated, punitive or exemplary damages, liquidated damages and fines or penalties

(a) the *Insured's* own aggravated, punitive or exemplary damages.

(b) the *Insured's* own liquidated damages.

(c) the *Insured's* own fines or penalties imposed by law or assumed by the *Insured* under any contract, warranty or agreement.

## SECTION 5. OPTIONAL COVERAGE EXTENSIONS

### 1. Loss Mitigation

The *Insurer* shall indemnify the *Insured* with respect to *Wrongful Acts* committed during the *Policy Period* or after the *Retroactive Date* for any costs and expenses incurred by the *Insured* during the *Policy Period* or during the *Extended Reporting Period*, for measures taken to prevent and/or mitigate a loss or potential loss that otherwise, in the absence of such action, would be the subject of a legal liability claim against the *Insured* payable under this Policy due to a breach of professional duty in the performance of *Professional Services*.

Such costs and expenses will be indemnified by the *Insurer*, if the *Insured*

- has notified the *Wrongful Act* to the *Leading Insurer* without delay and has done everything, which is required to limit the costs and expenses to an amount, which is necessary and objectively appropriate to prevent the *Claim* or to mitigate its extent.

or

- has come to a prior consent with the *Insurer* (such consent not be unreasonably withheld), in respect of any measures taken. If such coordination is due to time constraints not possible in view of the circumstances of the individual case, the *Insurer* will indemnify the costs and expenses, which the *Insured* may have deemed necessary under such circumstances.

In case these requirements are not met, the costs and expenses are only indemnified by the *Insurer* to the extent the measures were necessary and objectively appropriate to prevent the *Claim* or to mitigate its extent.

Costs for the recall or the taking back of objects will not be indemnified.

## 2. Loss of Documents

If the *Insured* shall discover and advise the *Insurer* that any document for which the *Insured* are legally responsible has been destroyed, damaged, lost, distorted, erased or mislaid, the *Insurer* shall indemnify the *Insured* with the prior written consent of the *Insurer* (such consent not be unreasonably withheld) for

- all sums which the *Insured* shall become legally liable to pay in consequence of such loss or damage
- all costs and expenses reasonably incurred by the *Insured* in replacing or restoring such documents provided that:

(i) such loss or damage is sustained while the documents are either in transit or in the custody of the *Insured* or of any person to whom the *Insured* has entrusted them in the ordinary course of their business and where lost or mislaid have been the subject of a diligent search by the *Insured*.

(ii) the amount of any claim for such costs and expenses shall be supported by bills and accounts.

"Documents" means: IT data and programs, plans, drawings, deeds, agreements, maps, records, books, letters, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any other method, magnetic, optic, photographic or otherwise (other than bearer bonds, coupons, bank-notes, currency notes and negotiable instruments).

Such loss or damage must result solely from the performance of *Professional Services* by the *Insured* and be discovered for the first time during the *Policy Period* and reported to the *Insurer* during the *Policy Period* and/or *Extended Reporting Period*.

The *Insurer* will not pay for any destruction, damage or loss resulting from:

- (a) wear and tear or gradual deterioration;
- (b) any computer virus; or
- (c) any act or omission by any person who does not belong to the *Insured* at the time the destruction, damage or loss of such Documents is first discovered.

The maximum amount payable by the *Insurer* under this extension is the applicable Sub-Limit of Liability (XXX INR each *Claim* and for all *Claims* during one Policy period).

## 3. Libel and Slander

Notwithstanding exclusion 5 the *Insurer* shall indemnify the *Insured* against *Damages* resulting from a *Claim* alleging any libel or slander arising from the performance of *Professional Services*.

Libel or Slander means oral or written publication or transmission of material which constitutes libel or slander.

No cover is provided under this extension for any Claim arising from any intentional libel or slander.

The maximum amount payable by the *Insurer* under this extension is the applicable Sub-Limit of Liability (XXX INR each *Claim* and for all *Claims* during one Policy period).

## SECTION 6: 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.

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)

### 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: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>	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: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>	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: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>	Madhya Pradesh and Chattisgarh.
Bhubneshwar: Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>	Orissa.

<p>Chandigarh:          Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 – D,          Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468          Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a></p>	<p>Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu &amp; Kashmir, Ladakh &amp; Chandigarh.</p>
<p>Chennai:          Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.          Tel.: 044 - 24333668 / 24335284          Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a></p>	<p>Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).</p>
<p>Delhi:          Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.          Tel.: 011 - 23232481/23213504          Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a></p>	<p>Delhi &amp; following Districts of Haryana - Gurugram, Faridabad, Sonapat &amp; Bahadurgarh.</p>
<p>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: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a></p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>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: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a></p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>
<p>Jaipur:          Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.          Tel.: 0141 - 2740363          Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a></p>	<p>Rajasthan.</p>
<p>Ernakulam:          Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338          Email: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a></p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p>Kolkata:          Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.</p>	<p>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>

<p>Tel.: 033 - 22124339 / 22124340          Email: <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a></p>	
<p>Lucknow:          Office of the Insurance Ombudsman, 6th Floor,          Jeevan Bhawan, Phase-II, Nawal Kishore Road,          Hazratganj,          Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331          Email: <a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a></p>	<p>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.</p>
<p>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: <a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a></p>	<p>Goa, Mumbai Metropolitan Region (excluding Navi Mumbai &amp; Thane).</p>
<p>Noida:          Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15,          Distt: Gautam Buddh Nagar, U.P-201301.          Tel.: 0120-2514252 / 2514253          Email: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a></p>	<p>State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>Patna:          Office of the Insurance Ombudsman, 2nd Floor,          Lalit Bhawan, Bailey Road, Patna 800 001.          Tel.: 0612-2547068          Email: <a href="mailto:bimalokpal.patna@cioins.co.in">bimalokpal.patna@cioins.co.in</a></p>	<p>Bihar and Jharkhand.</p>
<p>Pune:          Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.          Tel.: 020-41312555          Email: <a href="mailto:bimalokpal.pune@cioins.co.in">bimalokpal.pune@cioins.co.in</a></p>	<p>Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).</p>

**Endorsement to the Policy No: XXXXXXXX:**

With respect to the *Named Insured's* share of scope of services the coverage and indemnification by the insurer of the XXX Global Liability Policy (GLP/UHV) is primary.

**LIST OF EXTENSIONS / ENDORSEMENTS**

Sl No	Name of the Add-on Cover	UIN
1.	Loss Mitigation	IRDAN152CPLB1011V01202526/A01012V01202526
2.	Loss of Documents	IRDAN152CPLB1011V01202526/A01013V01202526
3.	Libel and Slander	IRDAN152CPLB1011V01202526/A01014V01202526