

### CUSTOMER INFORMATION SHEET

**This document provides only key information about your policy. Please refer to the policy document for detailed terms and conditions.**

S. No	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number
1	Product Name	MAXIMA PROFESSIONAL LIABILITY INSURANCE – NON-TECHNOLOGY	
2	Unique Identification Number (UIN) allotted by IRDAI	IRDAN152RP0008V02202324	
3	Structure	<ul style="list-style-type: none"> <li>• Limit Of Liability               <ul style="list-style-type: none"> <li>• Any One Event</li> <li>• Aggregate</li> </ul> </li> </ul>	
4	Interests Insured	<p>The Policy covers all sums which the Insured professional becomes legally liable to pay as damages resulting from any claim from 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.</p> <p>The Insuring Clause also includes cover for</p> <p><b>Intellectual Property</b> – The Insurer will pay on behalf of any Insured all Damages resulting from any Claim for any Infringement.</p> <p><b>Defamation</b> – The Insurer will pay on behalf of any Insured all Damages resulting from any Claim for libel or slander committed unintentionally by an Insured.</p> <p><b>Fraud/Dishonesty</b> - 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</p> <p><b>Defence</b> - 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</p>	

5	Sum Insured	<p>In Maxima Professional Liability Insurance – Non Technology policy, the sum insured is referred to as Limit of Liability. This limit is fixed Any One Event and in the Aggregate. The limit of Liability is to be decided by the Insured based upon their own and industry experience.</p> <table border="1" data-bbox="375 383 1107 595"> <thead> <tr> <th>Insuring Agreement</th> <th>Limit of Liability</th> </tr> </thead> <tbody> <tr> <td>Insuring Clause 1.1</td> <td>INR XXXXXX</td> </tr> <tr> <td>Insuring Clause 1.2</td> <td>INR XXXXXX</td> </tr> <tr> <td>Insuring Clause 1.3</td> <td>INR XXXXXX</td> </tr> <tr> <td>Insuring Clause 1.4</td> <td>INR XXXXXX</td> </tr> <tr> <td>Insuring Clause 1.5</td> <td>INR XXXXXX</td> </tr> </tbody> </table>	Insuring Agreement	Limit of Liability	Insuring Clause 1.1	INR XXXXXX	Insuring Clause 1.2	INR XXXXXX	Insuring Clause 1.3	INR XXXXXX	Insuring Clause 1.4	INR XXXXXX	Insuring Clause 1.5	INR XXXXXX	
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6	Policy Coverage	<p>The coverages available under this policy are listed in below table and will be applicable as mentioned in the Policy Schedule.</p> <table border="1" data-bbox="375 712 1141 1458"> <thead> <tr> <th>Insuring Clause</th> </tr> </thead> <tbody> <tr> <td>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.</td> </tr> <tr> <td>1.1 <b>Professional Liability</b> - The Insurer will pay on behalf of any Insured all Damages resulting from any Claim for any Breach of Duty of the Insured.</td> </tr> <tr> <td>1.2 <b>Intellectual Property</b> - The Insurer will pay on behalf of any Insured all Damages resulting from any Claim for any Infringement.</td> </tr> <tr> <td>1.3 <b>Defamation</b> - The Insurer will pay on behalf of any Insured all Damages resulting from any Claim for libel or slander committed unintentionally by an Insured.</td> </tr> <tr> <td>1.4 <b>Fraud/Dishonesty</b> - 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</td> </tr> <tr> <td>1.5 <b>Defence</b> - 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.</td> </tr> </tbody> </table>	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 <b>Professional Liability</b> - 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 <b>Intellectual Property</b> - The Insurer will pay on behalf of any Insured all Damages resulting from any Claim for any Infringement.	1.3 <b>Defamation</b> - The Insurer will pay on behalf of any Insured all Damages resulting from any Claim for libel or slander committed unintentionally by an Insured.	1.4 <b>Fraud/Dishonesty</b> - The Insurer will pay on behalf of any Insured, who is not the actual perpetrator, all Damages resulting from any Claim for Fraud/Dishonesty of any Employee	1.5 <b>Defence</b> - 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.	Policy Wording – 1. INSURING AGREEMENTS					
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7	Add-on Cover	<p>Standard Extensions</p> <ul style="list-style-type: none"> <li>• Automatic Acquisition of New Subsidiaries</li> <li>• Court Attendance</li> <li>• Emergency Defence Costs</li> <li>• Estates and legal representatives</li> <li>• Extended Reporting Period</li> <li>• Joint Venture/Consortium</li> <li>• Legal Representation Expenses</li> <li>• Lost Documents</li> <li>• Mitigation &amp; Rectification costs</li> <li>• Outgoing Principals and Employees</li> <li>• Professional Inquiries</li> </ul>													

		<ul style="list-style-type: none"> <li>• Public Relations Expenses</li> <li>• Vicarious Liability Extension</li> </ul> <p>Other Extensions</p> <ul style="list-style-type: none"> <li>• Additional Insured</li> <li>• Coverage for Fines, Penalties, Punitive and Exemplary Damages Endorsement</li> <li>• Indemnity to Principals</li> <li>• Principals Previous Business</li> <li>• Primary and Non-contributory Clause</li> <li>• Cessation of Entities (Runoff Cover)</li> <li>• Outstanding Fees / Disputed Fees</li> <li>• Breach of Contract</li> <li>• Non-Cancellation Endorsement</li> <li>• Contractor/ Sub-contractor extension</li> <li>• Waiver of Subrogation Extension</li> <li>• Insured's Defence Costs in Addition</li> <li>• Reinstatement of Limit of Liability</li> <li>• Spousal Liability</li> <li>• Multimedia Liability Coverage</li> <li>• Specific Matter Endorsement</li> <li>• Cost of Bail Bonds</li> <li>• Individual Doctors</li> <li>• Medical Establishment</li> <li>• Architects &amp; Engineers</li> <li>• Cross liability</li> <li>• Unauthorised Access</li> <li>• Outgoing Principals and Employees</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S. No</th> <th style="width: 40%;">Extensions</th> <th style="width: 50%;">Sum Insured (in INR)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	S. No	Extensions	Sum Insured (in INR)													
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8	Loss Participation	As per Specified in of the Policy Schedule																
9	Exclusions	<p>Exclusions (applicable to all covers)</p> <p>This Policy does not cover liability in respect of:</p> <ol style="list-style-type: none"> <li>1. Asbestos</li> <li>2. Antitrust</li> <li>3. Bodily Injury/Property Damage</li> <li>4. Computer Virus /Unauthorised Access</li> <li>5. Contractual Liability/Performance Guarantees</li> <li>6. Costs Assessment –</li> <li>7. Directors and Officers and Employment Liabilities Exclusion</li> </ol>	Policy Wording - 3. <b>EXCLUSIONS</b>															

		<p>8. Employment/Discrimination            9. Government/Regulatory Actions            10. Infrastructure and or Electrical or Utility Failure Exclusion            11. Insolvency            12. Insured vs. Insured            13. Internet Material            14. Misdeeds            15. Patent/Trade Secret            16. Pollution            17. Prior Claims/Circumstance            18. Trade Debts            19. War/Terrorism</p> <p><b>For complete list of exclusions including Section-wise exclusions, refer the policy wordings and Endorsement wordings if any applicable</b></p>	
10	Special Conditions and Warranties (if any)	<p><b>1. Insurer's Consent</b>            As a condition precedent to cover under this Policy, no Insured shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, or incur any Defence Costs without the prior written consent of the Insurer. Only those settlements, judgments and Defence Costs consented to by the Insurer, and judgments resulting from Claims defended in accordance with this Policy, shall be recoverable as Loss under this Policy. The Insurer's consent shall not be unreasonably withheld, provided that the Insurer shall be entitled to exercise all of its rights under the Policy</p> <p><b>2. Co-operation</b>            The Insured will at their own cost:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(ii) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any Loss under this Policy;</li> <li>(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</li> </ul> <p><b>3. Change in Risk</b>            If during the Policy Period any of the below occurs, the Insured must give written notice to the Insurer:</p> <ul style="list-style-type: none"> <li>o a major change in the Professional Services provided</li> <li>o a change in the Professional Services provided geographically.</li> <li>o If the Insured's turnover increases by more than 20%</li> <li>o The Insurer is then entitled to impose additional Premium, terms and conditions or even terminate the Policy as the Insurer deems necessary.</li> </ul>	Policy Wording-6. Claims & 8 General Provision

11	Admissibility of Claim	<p><b>1. Notifications of Claims</b></p> <p>The Insured shall, as a condition precedent to the obligations of the Insurer under this Policy, give written notice to the Insurer of any Claim first made against the Insured as soon as practicable, during the Policy Period and in any event within 30 days of any Claim made against any Insured or any circumstances occurring during the Policy Period which might reasonably be expected to give rise to a Claim. All notifications must be in writing or by facsimile, and addressed as required in the Claims Details Item on the Schedule.</p> <p><b>2. Related Claims and Circumstances</b></p> <p>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:</p> <p>(i) the reasons for anticipating the Claim, and</p> <p>(ii) full particulars as to dates, acts and persons involved; then any Claim which is subsequently made against an Insured and reported in writing to the Insurer alleging, arising out of, based upon or attributable to such circumstances, or alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged or described in the previously notified circumstances, shall be considered first made against the Insured and reported to the Insurer at the time the facts or circumstances were first reported, if accepted by the Insurer.</p> <p><b>• Sample claim calculation process</b></p> <table border="1" data-bbox="375 1128 1075 1279"> <tr> <td>Gross Loss as per court/offset limit</td> <td>INR 50000</td> </tr> <tr> <td>Less: Retention (if applicable as per policy)</td> <td>INR 5000</td> </tr> <tr> <td>Net Loss Payable</td> <td>INR 45000</td> </tr> </table> <p><i>** The above claim calculation is subject to change as per Add on covers opted and policy terms and conditions.</i></p>	Gross Loss as per court/offset limit	INR 50000	Less: Retention (if applicable as per policy)	INR 5000	Net Loss Payable	INR 45000	Policy Wording-6. Claims
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12	Policy Servicing – Claim Intimation and Processing	<ul style="list-style-type: none"> <li>• Toll free / IVRS number of the insurer : 1800 266 4545 (8 AM TO 8 PM)</li> <li>• Website / Email: <a href="http://www.zurichkotak.com/">www.zurichkotak.com/</a> <a href="mailto:care@zurichkotak.com">care@zurichkotak.com</a></li> <li>• Details of designated company officials to be contacted in time of claim: <a href="mailto:care@zurichkotak.com">care@zurichkotak.com</a></li> </ul> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>Details of procedure to be followed for reimbursement of claim</b></p> <p><b>1. Notifications of Claims</b></p> <p>The Insured shall, as a condition precedent to the obligations of the Insurer under this Policy, give written notice to the Insurer of any Claim first made against the Insured as soon as practicable, during the Policy Period and in any event within</p> </div>							

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

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

• **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*

**Escalation Matrix when TAT is not satisfied**

Level 1	East and North: <a href="mailto:CommercialclaimsNorth&amp;East@zurichkotak.com">CommercialclaimsNorth&amp;East@zurichkotak.com</a>
	West: <a href="mailto:CommercialclaimsWest@zurichkotak.com">CommercialclaimsWest@zurichkotak.com</a>
	South: <a href="mailto:CommercialclaimsSouth@zurichkotak.com">CommercialclaimsSouth@zurichkotak.com</a>
Level 2	<a href="mailto:CommercialclaimsHO@zurichkotak.com">CommercialclaimsHO@zurichkotak.com</a>

13	Grievance Redressal and Policyholders protection	<p>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 <a href="mailto:care@zurichkotak.com">care@zurichkotak.com</a>.</p> <p>In case the Insured is not satisfied with the response, Insured may contact the Grievance Officer of the Insurer at <a href="mailto:grievanceofficer@zurichkotak.com">grievanceofficer@zurichkotak.com</a>. In case if the Insured is not satisfied with the solution the Grievance Officer has provided, Insured can write to <a href="mailto:seniorgrievanceofficer@zurichkotak.com">seniorgrievanceofficer@zurichkotak.com</a>/ <a href="mailto:chiefgrievanceofficer@zurichkotak.com">chiefgrievanceofficer@zurichkotak.com</a>.</p> <p>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, <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a></p> <p>The Insured may also approach Insurance Ombudsman, subject to vested Jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman are available hereunder. The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at Insurer's website: <a href="http://www.zurichkotak.com">www.zurichkotak.com</a></p> <p>The updated details of Insurance Ombudsman offices are also available on the website of Council for Insurance Ombudsmen: <a href="http://www.cioins.co.in/Ombudsman">www.cioins.co.in/Ombudsman</a></p>	Policy wording – 8. General Provision
14	Obligations of the Policyholder/	<ul style="list-style-type: none"> <li>• To disclose all information correctly sought by the insurer at time of filling the proposal form</li> <li>• In case of any change / modification / addition to the already declared information the same shall be brought to the notice of the insurer immediately</li> <li>• Non-disclosure of material information may affect the claim settlement.</li> <li>• Disclosure of other material information during the policy period.</li> </ul> <p>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.</p>	

Declaration by the Policyholder

I have read the above and confirm having noted the details.

Place:

Date:

(Signature of the Policyholder)

**Note:**

- i. Please visit <https://www.zurichkotak.com/documents/customer-support/downloads> for product related documents including CIS
- ii. In case of any conflict, the terms and conditions mentioned in the policy document shall prevail.