

MISCELLANEOUS PROFESSIONAL INDEMNITY POLICY

Prospectus

Introduction

Miscellaneous Professional Indemnity Policy indemnify the Insured for Financial Loss resulting directly from a Claim first made against the Insured during the Period of Insurance or the Extended Reporting Period for a Wrongful Professional Act, occurring on or after the Retroactive Date and prior to the end of the Period of Insurance, in the rendering of or failure to render Professional Services.

Wrongful Professional Act means

- any act, error, omission, misrepresentation, misstatement, misleading statement, neglect, or breach of duty;
- a Wrongful Security Act; or
- Wrongful Privacy Act;

actually or allegedly committed or attempted by an Insured, or by someone for whom the Insured is legally responsible in connection with rendering or failure to render Professional Services to a Client.

Extension of covers

The policy also includes following extensions, which are only covered if they are specifically selected by the insured in the operative section (Section 3) of the Schedule. These extensions are subject to all the terms, conditions, exclusions and limitations of the Policy.

- I. Court Attendance costs
- II. Emergency costs
- III. Employee dishonesty
- IV. Heirs, Estates, Legal Representatives and Domestic Partners
- V. Loss Mitigation
- VI. Loss of Documents and Data
- VII. Media
- VIII. Technology Services
- IX. Vicarious Liability
- X. Extended Reporting Period

Who can take this insurance?

- Any Company/Organization involved in Professional Services.

What the Policy does not cover?

This policy does not cover liability in connection with below:

- Anti-trust
- Assumed Liability, Guarantee, Warranty
- Bodily Injury and property damage
- Conduct
- Employer's liability
- Insolvency
- Nuclear and pollution
- Performance delay

For complete list of exclusions, please refer the policy wordings

What is the Sum Insured?

In Miscellaneous Professional Indemnity Policy, the sum insured is referred to as Limit of Liability. Limit of Liability is the maximum amount in the aggregate which we will pay for all claims under the policy during the Period of Insurance. The Limit of Liability is to be decided by the Insured based upon their own and industry experience.

TERRITORIAL LIMITS

The territory limits 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
- Zurich Kotak General Insurance Company (India) Limited will depute an IRDAI licensed surveyor to attend to the loss, if required.
- 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, You may contact the Our respective branch office or may call toll free number 1800 266 4545 or may write an e- mail at care@zurichkotak.com.

In case the You are not satisfied with the response, You may contact Our Grievance Officer at grievanceofficer@zurichkotak.com. In case if You are not satisfied with the solution the Grievance Officer has provided, You can write to seniorgrievanceofficer@zurichkotak.com / 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/ complete Grievance Redressal Process is also available at Our 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.

Duty of Disclosure:

This Policy is issued in reliance upon the truth and completeness of the declarations, agreements, representations and warranties made in the written Proposal. Such declarations, agreements, representations and warranties are the basis of this Policy and are incorporated into and constituting a part of this Policy.

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

LIST OF EXTENSIONS / ENDORSEMENTS

SI No	Name of the Add-on Cover	UIN
1.	Court Attendance Costs	IRDAN152CPLB0743V01202526/A0744V01202526
2.	Emergency Costs	IRDAN152CPLB0743V01202526/A0745V01202526
3.	Employee Dishonesty	IRDAN152CPLB0743V01202526/A0746V01202526
4.	Heirs, Estates, Legal Representatives and Domestic Partners	IRDAN152CPLB0743V01202526/A0747V01202526
5.	Loss Mitigation	IRDAN152CPLB0743V01202526/A0748V01202526
6.	Loss of Documents and Data	IRDAN152CPLB0743V01202526/A0749V01202526
7.	Media	IRDAN152CPLB0743V01202526/A0750V01202526
8.	Technology Services	IRDAN152CPLB0743V01202526/A0751V01202526
9.	Vicarious Liability	IRDAN152CPLB0743V01202526/A0752V01202526
10.	Extended Reporting Period	IRDAN152CPLB0743V01202526/A0753V01202526
11.	Additional Insured Endorsement (Employee and/or Company)	IRDAN152CPLB0743V01202526/A0754V01202526
12.	Additional Insured with Subsidiaries Endorsement	IRDAN152CPLB0743V01202526/A0755V01202526
13.	Aircraft Products Exclusion	IRDAN152CPLB0743V01202526/A0756V01202526
14.	Coinsurance Endorsement	IRDAN152CPLB0743V01202526/A0757V01202526
15.	Commingling or Improper Use of Funds Exclusion	IRDAN152CPLB0743V01202526/A0758V01202526
16.	Construction Means, Methods and Defects Exclusion	IRDAN152CPLB0743V01202526/A0759V01202526
17.	Absolute Cyber Event Exclusion	IRDAN152CPLB0743V01202526/A0760V01202526
18.	Financial Consultant and Investment Advisor Services Exclusion	IRDAN152CPLB0743V01202526/A0761V01202526
19.	General Liability Extension	IRDAN152CPLB0743V01202526/A0762V01202526
20.	Medical Professional Services Exclusion Endorsement	IRDAN152CPLB0743V01202526/A0763V01202526
21.	Privacy Event Amendatory Endorsement	IRDAN152CPLB0743V01202526/A0764V01202526
22.	Privacy Event Exclusion Endorsement	IRDAN152CPLB0743V01202526/A0765V01202526
23.	Run-Off Endorsement	IRDAN152CPLB0743V01202526/A0766V01202526
24.	Sanction Endorsement	IRDAN152CPLB0743V01202526/A0767V01202526
25.	Security Event Exclusion Endorsement	IRDAN152CPLB0743V01202526/A0768V01202526
26.	Specific Event/Matter Exclusion	IRDAN152CPLB0743V01202526/A0769V01202526
27.	Specific Person/Entity Exclusion	IRDAN152CPLB0743V01202526/A0770V01202526
28.	Tie-In Limits Endorsement	IRDAN152CPLB0743V01202526/A0771V01202526

29.	Unencrypted Electronic Data Exclusion Endorsement	IRDAN152CPLB0743V01202526/A0772V01202526
30.	Unencrypted Portable Electronic Device Exclusion Endorsement	IRDAN152CPLB0743V01202526/A0773V01202526
31.	US/Canada Claims/Law Exclusion	IRDAN152CPLB0743V01202526/A0774V01202526
32.	US Claims/Law Exclusion	IRDAN152CPLB0743V01202526/A0775V01202526
33.	USA Exclusions Endorsement	IRDAN152CPLB0743V01202526/A0776V01202526