

## TECHNOLOGY PROFESSIONAL INDEMNITY POLICY

### Prospectus

#### Introduction

Technology 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;
- a Wrongful Privacy Act;
- a Wrongful Media 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 Technology Services to Clients; or

- a design or manufacturing error or omission actually or allegedly committed or attempted by an Insured, or by someone for whom the Insured is legally responsible that results in the failure of Technology Products to perform the function or serve the purpose intended by the Insured.

#### 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. Vicarious liability
- VIII. Extended Reporting Period

#### Who can take this insurance?

- 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:

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

For complete list of exclusions, please refer the policy wordings

### **What is the Sum Insured?**

In Technology 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](mailto: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](mailto:care@zurichkotak.com).

In case the You are not satisfied with the response, You may contact Our Grievance Officer at [grievanceofficer@zurichkotak.com](mailto: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](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/ complete Grievance Redressal Process is also available at Our 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 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	IRDAN152CPLB0712V01202526/A0713V01202526
2.	Emergency Costs	IRDAN152CPLB0712V01202526/A0714V01202526
3.	Employee Dishonesty	IRDAN152CPLB0712V01202526/A0715V01202526
4.	Heirs, Estates, Legal Representatives and Domestic Partners	IRDAN152CPLB0712V01202526/A0716V01202526
5.	Loss Mitigation	IRDAN152CPLB0712V01202526/A0717V01202526
6.	Loss of Documents and Data	IRDAN152CPLB0712V01202526/A0718V01202526
7.	Vicarious Liability	IRDAN152CPLB0712V01202526/A0719V01202526
8.	Extended Reporting Period	IRDAN152CPLB0712V01202526/A0720V01202526
9.	Additional Insured Endorsement (Employee and/or Company)	IRDAN152CPLB0712V01202526/A0721V01202526
10.	Additional Insured with Subsidiaries Endorsement	IRDAN152CPLB0712V01202526/A0722V01202526
11.	Aircraft Products Exclusion	IRDAN152CPLB0712V01202526/A0723V01202526
12.	Coinsurance Endorsement	IRDAN152CPLB0712V01202526/A0724V01202526
13.	Commingling or Improper Use of Funds Exclusion	IRDAN152CPLB0712V01202526/A0725V01202526
14.	Absolute Cyber Event Exclusion	IRDAN152CPLB0712V01202526/A0726V01202526
15.	Financial Consultant and Investment Advisor Services Exclusion	IRDAN152CPLB0712V01202526/A0727V01202526
16.	General Liability Extension	IRDAN152CPLB0712V01202526/A0728V01202526
17.	Medical Professional Services Exclusion Endorsement	IRDAN152CPLB0712V01202526/A0729V01202526
18.	Privacy Event Amendatory Endorsement	IRDAN152CPLB0712V01202526/A0730V01202526
19.	Privacy Event Exclusion Endorsement	IRDAN152CPLB0712V01202526/A0731V01202526
20.	Run-Off Endorsement	IRDAN152CPLB0712V01202526/A0732V01202526
21.	Sanction Endorsement	IRDAN152CPLB0712V01202526/A0733V01202526
22.	Security Event Exclusion Endorsement	IRDAN152CPLB0712V01202526/A0734V01202526
23.	Specific Event/Matter Exclusion	IRDAN152CPLB0712V01202526/A0735V01202526
24.	Specific Person/Entity Exclusion	IRDAN152CPLB0712V01202526/A0736V01202526
25.	Tie-In Limits Endorsement	IRDAN152CPLB0712V01202526/A0737V01202526
26.	Unencrypted Electronic Data Exclusion Endorsement	IRDAN152CPLB0712V01202526/A0738V01202526
27.	Unencrypted Portable Electronic Device Exclusion Endorsement	IRDAN152CPLB0712V01202526/A0739V01202526
28.	US/Canada Claims/Law Exclusion	IRDAN152CPLB0712V01202526/A0740V01202526

29.	US Claims/Law Exclusion	IRDAN152CPLB0712V01202526/A0741V01202526
30.	USA Exclusions Endorsement	IRDAN152CPLB0712V01202526/A0742V01202526