Digit Professional Liability Policy (Commercial)
UIN: IRDAN158CP0007V02201920
Policy Wordings

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Preamble

The proposal and declaration provided by the **Named Insured** to **Us**, Go Digit General Insurance Limited (hereinafter called the **DIGIT**/**Us**/**We**/**Our**), forms the basis of this insurance and having received premium from the **Named Insured**, **We** agree to issue this **Policy** and indemnify the Insured up to the Limit of Liability, subject always to the following terms, conditions, exclusions, and limitations in excess of the amount of the **Deductible and Participation Percentage.**

Definitions

1. **Bodily Injury**
   Bodily Injury means physical injury, sickness or disease including resulting death, humiliation, mental anguish, mental injury, shock, Loss of Consortium.
2. **Business**
   Business means all activities and operations stated in the **Policy Schedule**
3. **Claim**
   Claim means any writ, summons, application or other originating legal or arbitral process, cross **Claim**, or counter **Claim** or appeal served upon an **Insured** alleging **Bodily Injury**, **Property Damage, Your Wrongful Act**; or civil, regulatory or administrative proceedings whereby **Your Wrongful Act** is alleged.
4. **Claims Expenses**
   Claims expenses means
   - all reasonable and necessary legal fees and other expenses incurred by the Insured in accordance with General Condition - Defence and Settlements of the **Policy** or with the consent of Digit in the investigation, adjustment, settlement or defence of any **Claim** or Suit excluding all salaries of the Insured's **Employees**, **Officers** and **Directors** and office expenses, and any such fees and expenses incurred by Us on behalf of the Insured shall be deemed incurred by the Insured:
   - all costs taxed against the Insured in the Suit;
   - pre-judgment interest awarded against the Insured on that part of any judgment that is within the applicable Limit of Liability; provided that, if **We** make an offer to pay the applicable Limit of Liability, **We** will not pay (a) any pre-judgment interest for that period of time after such offer has been made, and (b) any pre-judgment interest which accrues after entry of the judgment and where Digit has paid, offered to pay, or deposited in court prior to such entry of the judgment.
5. **Client**
   Client means any person or legal entity to whom the **Named Insured** provides **Professional Services**
6. **Compensation**
   Compensation means monies paid or agreed to be paid by judgment or settlement for **Bodily Injury**, **Property Damage, Any Wrongful Act**
7. **Confidential Data Breach**
   Confidential Data Breach means the accidental or negligent disclosure by the **Insured** of *Confidential Information* during the *Policy Period*.
8. **Coverage Territory**
   Coverage Territory means the country of location of **Your Business** mentioned in the **Policy Schedule**.
9. **Covered Contract**
   Covered Contract means written contract entered into between **You** and **Your** Customers/Vendors and as described in the Policy Schedule.
10. **Data**
    Data means electronically stored digital or digitised information or media.
11. **Documents**
    Documents means all **Documents** of any nature whatsoever including computer records and electronic or Digitized data; but does not include any currency, negotiable instruments or records thereof.
12. **Deductible**

Deductible means the amount stated in the **Policy Schedule** payable by **You** in a manner and at such time as required by **Us**. If more than one **Deductible** (Except **Participation Percentage**) is payable under this **Policy** for any one **Claim** or series of **Claims** arising from one **Occurrence**, the highest **Deductible** is the only **Deductible** payable by You.

13. **Emergency Costs**
    Emergency Costs means **Claims expenses** or **Legal Representation Costs** agreed by **Us** in accordance with Emergency Cost Advancement.
14. **Employee**
    Employee means all the persons under a contract of service or apprenticeship with the Named Insured including "leased worker" But does not include a "temporary worker", any principal, partner or **Director** of any Insured in their capacity as such.
15. **Extended Reporting Period**
    Extended Reporting Period means the period immediately after expiry of the **Policy period**, during which (subject to the provisions of **Extended Reporting Period**) **You** may notify **Claims** made, or Inquiries commenced, for **Occurrences** which had taken place during the **Policy Period** but **Claims** thereof could not be made during the **Policy period**, provided, however, all **Claims** made during the **Extended Reporting Period** shall be handled as if they Were made on the last day of the expiring **Policy period** and are subject to the limits of liability and the terms, conditions and exceptions of the **Policy**
    The **Extended Reporting Periods**
    a. does not extend the **Policy period** or change the scope of coverage provided.
    b. does not reinstate or increase the Limit of Liability.
    does not apply to **Claims** that are covered under any subsequent insurance the Insured purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such **Claims**.
16. **Fraud/Dishonesty means fraudulent or dishonest conduct:**
    16.1. not condoned, expressly or implicitly by any principal, partner or **Director** of the **Named Insured**; and
    16.2. that results in liability of the **Named Insured** to any Third Party.
17. **Insured Person:**
    Insured Person means
    17.1. any natural person, who is or has been a principal, partner or **Director** of the **Company** in their capacity as such;
    17.2. any **Employee**;
    17.3. any spouse, civil partner, estate or legal representative of any **Insured Person** for **Loss** arising from a **Claim** for a Wrongful Act of such an **Insured Person** listed in (13.1), (13.2) above.
    the administrator, heirs, legal representatives or executor of a deceased, incompetent, insolvent or bankrupt **Insured Person**'s estate for **Loss** arising from a **Claim** for a Wrongful Act of such **Insured Person** listed in (13.1), (13.2) above.
18. **Insured Premises**
    Insured premises mean the Designated Premises stated in the **Policy Schedule**.
19. **Inquiry**
    Inquiry means an official investigation, official examination or official **Inquiry**, in relation to the performance of or failure to perform **Professional Services** by **You** for which the notice or process compelling attendance or provision of information or **Documents** by **You** is first served during the **Policy period**. It is not necessary that a **Wrongful Act** be alleged against You.
20. **Legal Panel**
    Legal Panel means the firms of Lawyer appointed from time to time by **Us** to provide representation on behalf of **You** under this **Policy**.
21. **Legal Representation Costs**
    Legal Representation Costs means the reasonable legal costs and expenses for which **You** are legally liable and which are incurred, with **Our** prior consent , for legal representation in connection with any attendance at an **Inquiry**, including legal costs and expenses in providing information or **Documents** related to a raid or on-site visit to a **Named Insured** by any official Governmental body or authority, regulator, governmental or administrative agency or any self-regulatory body in respect of such **Inquiry**.
22. **Loss**

Loss means **Compensation**, **Claims** Expense or **Legal Representation Costs**; however, Loss shall not include and this **Policy** shall not cover any:

i. taxes;
ii. non-compensatory damages, including punitive, multiple, exemplary or liquidated damages;
iii. fines or penalties unless insurable by law;
iv. the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
v. benefits or overheads of, or charges or expenses incurred by **You** including but not limited to the cost of any **Your** time;
vi. fees or commissions, for any **Professional Services** rendered or required to be rendered by **You** or that portion of any settlement or award in an amount equal to such fees, commissions, or other **Compensation**; or
vii. any matters which may be deemed uninsurable under the law governing this **Policy** or the jurisdiction in which a **Claim** is brought.

23. Named Insured

Named Insured means a Natural Person, or an entity and its **Subsidiary** specified in the **Policy Schedule**.

24. Occurrence

Occurrence means

A fortuitous event or an accident, including continuous, intermittent or repeated exposure to substantially the same general harmful conditions.

For the purposes of this **Policy**, where a series of, and/or several **bodily injuries**, **Property Damage**s, **Wrongful Act** arise out of, are a result of or are attributable directly or indirectly to the same actual or alleged defect, hazard, failure to warn, event, condition, cause, all such **bodily injuries, Property Damages, Wrongful Act** shall be deemed to have been caused by the same single **Occurrence**, irrespective of the period or area over which the **bodily injuries, Property Damages, Wrongful Act** occur.

25. Offshore

Offshore means embarkation on to a vessel or aircraft for conveyance to an **Offshore** rig or platform until disembarkation from the conveyance on to land upon return from such **Offshore** rig or platform.

26. Participation Percentage

Participation Percentage means the specified Percentage of the admissible **Claim** amount as stated in the **Policy Schedule**.

You will pay the **Compensation** arising out of **bodily injuries**, **Property Damages**, **Wrongful Act** which exceeds the **Deductible** to the extent of the **Participation Percentage** stated in the **Policy Schedule.**

No coverage will apply under this **Policy** if **You** obtain insurance for off-setting **Your** liability towards the **Participation Percentage**.

27. Policy period

Policy period means the period of time commencing on the Inception Date or **Retroactive Date** (as applicable) and terminating on the Expiration Date and Time shown in the **Policy Schedule**, at the address of the **Insured**, provided, however, that such Expiration Date may be modified in accordance with **General Condition 3 - Cancellation** of the **Policy**.

28. Policy Schedule

Policy Schedule means the document which includes but not limiting to details regarding the premium amount, insured details, **Covered Contract** details, **Policy period**, **Deductible** and **Participation Percentage**, Limit of liability.

29. Pollutant

Pollutant means any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic, hazardous substance or contaminant, including but not limited to lead, smoke, vapor, dust, fibres, mould, spores, fungi, mycota or by-products, germs, soot, fumes, acids, alkalis, chemicals, lead or products containing lead and waste materials. Such waste materials includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

Pollutants shall also mean a hazardous substance as defined under the Indian Public Liability Insurance Act, 1991 or any statutory amendments made thereto or modification thereof, or any other similar law for the time being in force.

30. Pollution

Pollution means the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any Pollutant whether in a solid, liquid, gas, odour, noise, vibration, electromagnetic radiation, ionising radiation, thermal or other form at any time.

31. Policy

Policy means the Proposal, the provisions in this document, any endorsement to it (whether at or after inception) and the Schedule.

32. Proposal

Proposal means the proposal form submitted by the **Named Insured** and/or any Insured in applying for this **Policy** and all information and documentation accompanying it, and incorporated by reference.

33. Professional Services

Professional Services means the **Professional Services** and/or activities of the **Named Insured** as specified in the **Policy Schedule**.

34. Property Damage

Property Damage means:

a. Physical damage to, destruction of or Loss of tangible property including the Loss of use thereof at any time resulting therefrom; or

b. Loss of use and/or Loss of value of tangible property which has not been physically damaged, physically lost or physically destroyed, provided such Loss of use and/or Loss of value is caused by physical damage to, physical Loss of or physical destruction of other tangible property; and includes denial of access to property, premises, services or facilities, interference with or stoppage of vehicular or pedestrian traffic; and

c. trespass, nuisance or interference with right of way or right to light air or water, easement or quasi-easement.

35. Public Relations Expenses

Public Relations Expenses means the reasonable fees, costs and expenses incurred by **You** with **Our** prior written consent (not to be unreasonably withheld) in the Insured retaining a public relations consultant.

36. Related Claim

Related Claim means any **Claims** alleging, arising out of, based upon or attributable to the same facts or alleged facts, or circumstances or the same **Wrongful Act** or **Inquiry** or **Conduct**, or a continuous repeated or related **Wrongful Act**.

37. Retroactive Date

Retroactive Date means the date(s) as shown in **Policy Schedule**.

This insurance does not apply to **Bodily Injury**, **Property Damage, Wrongful Act** which occurs before the **Retroactive Date**, and is always subject to

a. Narrower of applicable Limits and

b. Lower of applicable coverage

c. Evidence of Expiring cover through until **Retroactive Date**

38. Settlement Value

Settlement Value means in respect of any **Claim** covered under this **Policy**:

38.1. the full amount Claimed; or

38.2. any settlement offer from the Claimant(s) which is capable of acceptance.

Where the Claimant(s)' costs, if applicable, are not quantified by the Claimant, **We** will also pay a reasonable sum to **You** to represent these costs.

39. Subsidiary

Subsidiary means any entity where the **Company** before or at inception of the Policy, directly or indirectly:

39.1. controls the composition of the board of Directors; and/or

39.2. controls the voting power at any general meeting; and/or

39.3. holds greater than 50% of the issued voting share capital; and/or

39.4. exercises effective control of management, including of any joint venture.

40. Suit

Suit means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or any other alternative dispute resolution proceeding in which such damages are sought and to which the Insured must submit or does submit with **Our** consent.

41. Terrorism

Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

42. **Third Party**

Third Party means any entity or natural person except (i) any Insured; or (ii) any other entity or natural person having a Financial Interest or executive role in the operation of the **Named Insured**.

43. **Trade Secrets**

Trade Secrets means information that derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use.

44. **Transaction**

Transaction means any one of the following events:

i. the **Named Insured** consolidates with or merges into any other entity; or
ii. the **Named Insured** sells 90% or more of its assets to any other person or entity or group of persons and/or entities acting in concert; or
iii. any person or entity or group of persons and/or entities acting in concert acquire more than 50% of the issued share capital of the **Named Insured**; or
iv. an administrator, liquidator or receiver is appointed to the **Named Insured**.

45. **We, Us, Our, Digit, Insurer**

means Go Digit General Insurance Limited

46. **Wrongful Act**

Wrongful Act means any actual or alleged:

i. unintentional breach of a written contract with a **Client**;
ii. negligence;
iii. **Confidential Data Breach**;
iv. libel, slander or defamation;
v. unintentional infringement or misappropriation of any intellectual property;

arising out of the provision of **Professional Services** by the **Named Insured**.

47. **You, Your, Insured**

means a person or an entity or an organization qualifying as an Insured in the **Who Is An Insured** section of this **Policy**.

48. **Your work means:**

48.1. Work or operations performed by **You** or on **Your** behalf; and

48.2. Materials, parts, or equipment furnished in connection with such work or operations.

Your work includes:

i. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Your work; and
ii. The providing of or failure to provide warnings or instructions.

Coverages

1. **Insuring Clause**

We will pay on **Your** behalf all **Loss** resulting from any **Claim** against **You** for a civil liability arising from **Your Professional Services**, solely with respect to **Claims** first made against **You** during the **Policy period** and notified to **Us** as required by this **Policy**.

Subject always to the Limit of Liability mentioned in the **Policy Schedule**, terms, conditions, exclusions, **Deductible** and **Participation Percentage** of this **Policy**.

2. Inbuilt Covers

The inbuilt covers and the Limit of Liability for each cover is as mentioned in **Your Policy Schedule**, wherever applicable. These limits are within the Limit of Liability opted and mentioned against Professional Liability Section in the Policy Schedule except for Inbuilt Cover 2.12 Bodily Injury and Property Damage Liability which are in addition to the Limit of Liability opted and mentioned against Professional Liability Section in the Policy Schedule but within Policy Aggregate Limit as mentioned in the Policy Schedule. The terms and conditions for each of the inbuilt cover is as mentioned below.

2.1. Automatic Acquisition

If during the **Policy period** the **Named Insured** obtains, either directly or indirectly:

I. control of the composition of the board of Directors;
II. control of more than half of the voting power; or
III. a holding of more than half of the issued share capital;

of another entity then the definition of **Subsidiary** shall be extended to include such entity provided that:

a) the entity has annual revenue for the last complete accounting period prior to the acquisition, of less than percentage of the total annual revenue as mentioned in the **Policy Schedule** of the **Named Insured** declared in the latest Annual Report and Accounts as at inception;
b) the entity is not incorporated, domiciled or providing **Professional Services** in the United States of America or Canada or any of their territories;
c) the entity is not regulated by the US Securities and Exchange Commission;
d) the entity is not aware of any **Claims** (either paid or notified) or circumstances within the preceding five years of a type which may have been covered had they been notified under a professional liability policy similar in scope and breadth of coverage to the cover afforded hereunder; and
e) the Business activities of the entity fall within the definition of **Professional Services**.

For any other scenario not covered above, the **Named Insured** may request an extension of this **Policy** for such entity. **We** shall have the right but not the duty to offer cover for such entity and the **Named Insured** shall give **Us** sufficient details to permit **Us** to assess and evaluate the potential increase in exposure. In the event that coverage is provided, **We** shall be entitled to amend the policy terms and conditions, during the **Policy period**, including but not limited to, the charging of a reasonable additional premium.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.2. Continuous Cover

Notwithstanding the Prior Claims/Circumstances Exclusion, cover is provided for any **Claim** arising from a **Wrongful Act**, fact or circumstance which could or should have been notified under any earlier **Policy** with **Us**, provide always that:

I. **We** have been **Your** Insurer for Professional Indemnity since that date continuously and without interruption; and
II. cover provided under this clause shall be subject to **Our** discretion to apply the terms, conditions, exclusions and limitations of the **Policy** with **Us** under which the relevant fact or circumstance could or should have been notified.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.3. Consultants, Sub-Contractors and Agents

We will pay on behalf of **You** all **Loss** resulting from any **Claim** against **You** that is first made during the **Policy period** resulting from any **Wrongful Act** of any consultant, subcontractor or agent for whose acts, errors or omissions **You** are liable. However, **We** are only liable to indemnify **You** under this clause in respect of an act, error or omission by the consultant, sub- contractor or agent in connection with **Your Professional Services**.

We will indemnify any such consultant, sub- contractor or agent themselves, provided always that the relevant act, error or omission giving rise to the **Claim** occurred:

I. In the course of the conduct, by the consultant, sub-contractor or agent, of the professional activities and duties of **Your Business** for and on behalf of the **Named Insured**;
II. At the time when the consultant, sub-contractor or agent was under the **Named Insured**'s direct control and supervision.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.4. Emergency Costs Advancement

If **Our** written consent could not be reasonably obtained before **Claims Expenses** or **Legal Representation Costs** are incurred by **You**, **We** agree to give retrospective approval for such amounts incurred by **You** to the point in time when **You** could reasonably have sought **Our** written consent for all such **Claims Expenses** and **Legal Representation Costs** incurred by **You**.

Notwithstanding the above,

I. if it is established that there is no entitlement to indemnity under the **Policy** for the specific **Claims Expenses** or **Legal Representation Costs**, such amounts shall be repaid to **Us** immediately, according to the several interests of **You** and the **Named Insured**; and
II. the **Named Insured** or **You** shall give written notice to **Us** of the **Claim** or **Inquiry** which was the subject of the emergency as soon as practicable, together with reasons why an emergency existed.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.5. Fraud and Dishonesty

We will pay on behalf of **You**, who is not the actual perpetrator, all **Loss** resulting from any **Claim** against **You** for **Fraud/Dishonesty** of any **Employee**(s) of the **Named Insured** provided that the relevant fraudulent or dishonest conduct occurred before the date of discovery by any principal, partner or **Director** of the **Named Insured** of reasonable cause of suspicion of Fraud/ Dishonesty on the part of the **Employee**(s), whether or not it is possible at that date to identify the **Employee**(s) involved in the **Fraud/Dishonesty**.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.6. Joint Ventures

We will pay on behalf of **You** all **Loss** resulting from any **Claim** against **You** where liability results directly from **Your Wrongful Act** arising out of the **Professional Services** carried out by **You** for and in the name of any joint venture of which **You** form part, provided that **You** have declared in the submission all fees/turnover received from any joint venture.

Our liability shall be proportionate to the lowest of:

I. the percentage of the share capital of the joint venture owned by an Insured; or
II. the percentage of the voting control of the joint venture exercised by an Insured;

unless **Our** written agreement has been first obtained to an alternative proportion and an endorsement made upon this **Policy**.

This clause shall provide cover to **You** only. No other participant in such joint venture, and no other **Third Party**, shall have any rights under this **Policy**, and neither shall **We** be liable to pay a contribution to any insurer of any other participant in such joint venture.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.7. Legal Representation Costs

In respect of any **Inquiry**, **We** will pay **Legal Representation Costs** to or on behalf of **You**. This cover only applies when

I. the notice of intended investigation, examination or enquiry is served upon **You** and is notified to **Us** during the same **Policy period** or **Extended Reporting Period** if applicable;
II. **We** shall be entitled, at **Our** discretion, to appoint legal representation to represent **You** in the investigation, examination or enquiry;
III. in the event that a **Claim** by **You** for payment of **Legal Representation Costs** is withdrawn by **You** or indemnity under this cover is subsequently withdrawn or denied by **Us**, **We** shall cease to advance **Legal Representation Costs** and **You** shall refund any **Legal Representation Costs** advanced by **Us** to the extent that **You** Were not entitled to such **Legal Representation Costs**, unless **We** agree in writing to waive recovery of such **Legal Representation Costs**.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.8. Lost Documents

We shall indemnify **You** for costs and expenses reasonably incurred with **Our** prior written consent in replacing or restoring any **Documents** which are **Your** property and which during the **Policy period** have been destroyed, damaged, lost, distorted, erased or mislaid provided that:

I. such Loss or damage is sustained while the **Documents** are either: (1) in transit; or (2) in **Your** custody or of any person to whom **You** have entrusted them in the ordinary course of their **Professional Services**;
II. the **Documents** have been the subject of a diligent search by or on behalf of **You**;
III. the amount of any **Claim** for such costs and expenses shall be supported by evidence of expenditure that shall be subject to approval by a competent person to be nominated by **Us** with the consent of the **Named Insured**; and

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.9. Management buyouts

If a **Subsidiary** cease to be owned by the **Named Insured** due to a buy-out by existing management of the **Named Insured**, **We** will extend the existing cover to **You** in respect of such **Subsidiary** for a period as mentioned in the **Policy Schedule** from the date of the buy- out for **Wrongful Act** committed subsequent to the buy-out, such period not to extend beyond the expiry date of this **Policy**. This clause shall not apply where there is other insurance in respect of such **Wrongful Act**.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.10. Mitigation

Where **You** first make a determination during the **Policy period** that it has committed a **Wrongful Act** requiring remediation or mitigation, **We** will pay the reasonable and direct cost of any remediation or mitigation, provided that:

I. **We** shall be informed during the **Policy period** in writing of the **Wrongful Act** and the work that is required to rectify it or mitigate its consequences;
II. **We** shall be reasonably satisfied that **You** have committed a **Wrongful Act** requiring remediation or mitigation and that such costs are necessary to prevent or reduce the amount of a **Claim** covered under the Professional Liability Cover, and that the amount of Damages prevented or reduced would be greater than the cost of the work;
III. such costs are supported by evidence of expenditure which shall be subject to approval by a competent person to be nominated by the **Named Insured** with **Our** consent;
IV. such costs shall not include any element of profit or Loss of profit, nor any element of overheads, staff remuneration, **Your** standing idle time or management time; and
V. **We** have consented in writing to the payment of such costs before work is carried out, such consent not to be unreasonably withheld, however whilst awaiting **Our** consent, **We** will indemnify **You** for such expense

incurred over a period not exceeding 14 days beginning from the time mitigation was undertaken by **You** subject to condition (II) above, being satisfied otherwise all pre approval costs will be borne by **You**.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.11. Newly Acquired or Created Subsidiary

We agree to include in the definition of **You** any **Subsidiary** created or acquired by **You** during the **Policy period** for Number of days as mentioned in the **Policy Schedule** (but never beyond the expiry date of the period of cover) from the date of such creation or acquisition, provided always that:

I. this cover will only apply in respect of **Claims** against the **Subsidiary** arising from an act, error or omission occurring subsequent to the date of creation or acquisition of the **Subsidiary**; and
II. the Professional Service of such **Subsidiary** is the same as or substantially similar to the professional service.
III. **You** may apply to **Us**, within Number of days as mentioned in the **Policy Schedule**, to vary this **Policy** to continue the cover provided by this Cover until the expiry date of the **Policy period**. **You** shall supply **Us** with such additional information relating to the new **Subsidiary** and pay any reasonable additional premium as may be required by **Us**.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.12. Bodily Injury and Property Damage Liability

We shall indemnify **You** for all amounts, which **You** become legally liable to pay as **Compensation** arising out of Third-Party **Bodily Injury** and **Property Damage** at **Your Premises** during the **Policy period** within the **Coverage Territory** as a result of a **Claim** in connection with **Your Business**,

Provided that, a **Claim** by a person or organization seeking **Compensation** arising out of injuries or damages will be deemed to have been made at the earlier of the following times:

i. When notice of such **Claim** is received and recorded by **You** or by **us**, whichever comes first; or
ii. When **We** make settlement in accordance with this Cover.

All **Claims** for **Compensation** because of **Bodily Injury** to the same person, including **Compensation** Claimed by any person or organization for care, Loss of services, or death resulting at any time from the **Bodily Injury**, will be deemed to have been made at the time the first of those **Claims** is made against **You**.

All **Claims** for **Compensation** because of **Property Damage** causing **Loss** to the same person or organization will be deemed to have been made at the time the first of those **Claims** is made against **You**.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.13. Public Relations Expense

We shall indemnify **You** for any reasonable fees, costs and expenses of public relations consultant when **You** retain the services of such public relations consultant for the sole purpose of protecting **Your** reputation that has been brought into question as a direct result of a **Claim** covered by this **Policy**, provided always that:

I. **you** notify **Us** within Thirty (30) days of first becoming aware of **Your** reputation being brought into question, and provide full written details outlining the circumstances surrounding the event; and
II. **We** have given prior written consent (which consent shall not unreasonably be withheld) to retain the services of such public relations consultant; and

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.14. Run off after Transaction

In the event of a **Transaction**, then on application by the **Named Insured**, no later than 30 days after the completion of the **Transaction**, **We** will extend cover to apply in respect of **Claims** first made against **You** and properly notified within a period as mentioned in the **Policy Schedule** from the expiry date of the **Policy period** but only for **Claims** that arise from **Wrongful Act** occurring prior to the date of such **Transaction**. This cover is only

available if the **Named Insured** accepts the additional terms, conditions, exclusions or premium as **We** may require.

If cover is so extended, the **Extended Reporting Period** Condition of Special Provisions and **Automatic Acquisition Cover** are deleted from this **Policy** with effect from the date of such **Transaction**.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

Who Is an Insured

Sole Proprietorships

If **You** are an individual, then **You** and **Your** spouse are the Insured; but **You** and **Your** spouse are the Insured only with respect to the conduct of a Business of which **You** are the sole owner.

If **You** die:

• Persons or organisations having proper temporary custody of **Your** property are the Insured; but they are the Insured only with respect to the maintenance or use of such property and only for acts until **Your** legal representative has been appointed; and

• **Your** legal representatives are the Insured; but they are Insured only with respect to their duties as **Your** legal representatives. Such legal representatives will assume **Your** rights and duties under this **Policy**.

Partnerships, Joint Ventures or Unincorporated Organisations

If **You** are a partnership established in accordance with the laws prevailing in India, a joint venture established in accordance with the laws prevailing in India or an unincorporated organisation, including but not limited to an association of persons or a private trust functioning in accordance with the laws prevailing in India, then **You** are an Insured. **Your** partners and their spouses in the case of a partnership; joint venture partners and their spouses in the case of a joint venture; principal office bearers and their spouses in the case of an unincorporated organisation are the Insured; but they are the Insured only with respect to the conduct of **Your Business**.

Other Organisations

If **You** are an organisation other than a partnership, joint venture or unincorporated organisation, then **You** are an Insured. **Your Director**s and **Officer**s are also the Insured; but they are the Insured only with respect to their duties as **Your Director**s or **Officer**s. **Your** stockholders and their spouses are the Insured; but they are the Insured only with respect to their liability as **Your** stockholders.

Employees

Your Employees are the Insured; but they are the Insured only for acts within the scope of their employment with **You** or while performing duties related to the conduct of **Your Business**.

However, no **Employee** is an Insured for:

A. any injury:
   1. to **You**, to any of **Your Director**s, members, **Officer**s or partners (whether or not an **Employee**) or to any co-**Employee** while such injured person is either:
      I. in the course of his or her employment; or
      II. while performing duties related to the conduct of **Your Business**;
   2. to the brother, child, parent, sister or spouse of the persons described in subparagraph A.1. above as a consequence of any injury described in that subparagraph; or
   3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. Above.
B. **Property Damage** to any property owned, occupied or used by **You** or by any of **Your Director**s, members, **Officer**s or partners (whether or not an **Employee**) or by any of **Your Employees**.

Who Is an Insured Subsidiary

Insured **Subsidiary** means any entity in which the **Named Insured**, either directly or indirectly through one or more entities:

(i) controls the composition of the board of **Director**s;

(ii) controls more than half of the voting power; or

(iii) holds more than half of the issued share capital; on or before the inception date of this **Policy**.

For any **Subsidiary** or any Insured thereof, cover under this **Policy** shall only apply to **Wrongful Act** committed while such entity is a **Subsidiary** of the **Named Insured**.

Limitations on Who Is an Insured

A. Except to the extent provided under the **Subsidiary** or Newly Acquired or Formed Organisations provision above, no person or organisation is an Insured unless such person or organisation is shown as a **Named Insured** in the Declarations.

B. No person or organisation is an Insured with respect to the:
   1. ownership, maintenance or use of any assets; or
   2. conduct of any person or organisation whose assets, Business or organisation;

   You acquire, either directly or indirectly, for any injury or damage that occurred, in whole or in part, before such acquisition is executed.

C. No person or organisation is an Insured with respect to the:
   1. ownership, maintenance or use of any assets **You** acquire;
   2. conduct of any person or organisation whose assets, Business or organisation **You** acquire; or
   3. conduct of any organisation **You** form;

   during the **Policy period**, either directly or indirectly, for any injury or damage that occurs later than:
   • Number of days as per **Policy Schedule** after such acquisition or formation is executed; or
   • the end of the **Policy period**;
   whichever is earlier, unless each of the following conditions are met:
   • **You** give **Us** written notice describing the acquisition or formation for which **You** are requesting an extension of coverage for an additional period;
   • **We** agree to issue an endorsement to extend coverage for an additional period (up to the end of the **Policy period**) in connection with the acquisition or formation, in accordance with the terms, conditions and additional premiums determined by Us; and
   • **You** accept such terms and conditions and pay such premiums promptly when due.

Special Provisions

1. Right to Defend

We will have the right to defend **You** against any **Suit** seeking **Compensation** for **Bodily Injury** or **Property Damage** or **Wrongful Act** in accordance with General Condition 6 – Defence and Settlement of this **Policy**. However, **We** will have no duty to defend **You** against any **Suit** seeking **Compensation** for **Bodily Injury** or **Property Damage** or **Wrongful Act** to which this insurance does not apply, or which does not arise out of **Occurrence**. **We** may, at **Our** discretion, investigate any **Occurrence**, Event, and settle any **Claim** or **Suit** that may result, but:

1. The amount **We** will pay as **Compensation** for **Bodily Injury** or **Property Damage** or **Wrongful Act** is limited to the amount mentioned in **Your Policy Schedule** against each of the above-mentioned Covers.
2. Our right to defends ends when **We** have used up the applicable limits of insurance in the payment of judgments or settlements under each of the above-mentioned Covers.

2. Compensation for Court Attendance

If **You** attend court as a witness, at **Our** request, in connection with a **Claim** in respect of which **You** are entitled to indemnity under this **Policy**, **We** will provide **Compensation** to **You** at the rates as stated in **Your Policy Schedule**, per day for each day on which attendance is required in respect of:

a) any of **Your Director**, **Officer** or partner;

b) any of **Your Employee**.

The **Compensation** payable for Court Attendance is not in addition but part of Limits of Liability under the respective Cover.

3. Claim Preparation Costs

We will pay **You** during the **Policy period** for reasonable professional fees and such other expenses incurred by **You** for the preparation of any **Claim** that is covered under this **Policy**, provided always that such cover shall not include any **Claims Expenses**.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions and exclusions of this **Policy**.

4. Extended Reporting Period

If this **Policy** is neither renewed nor replaced with an insurance **Policy** for the same interest, **You** shall be entitled to an **Extended Reporting Period** as below from the date of expiry of the **Policy** provided no insurance is in force during this **Extended Reporting Period** for the same interest:

i. Number of days as opted by **You** and mentioned in **Your Policy Schedule**, granted automatically; or

ii. Number of months as opted by **You** and mentioned in **Your Policy Schedule**, upon payment of an additional premium, as specified in the **Policy Schedule** as a percentage of the annual premium in effect immediately prior to the expiry of the **Policy period**.

If the **Named Insured** elects to purchase a **Extended Reporting Period**, per item (II) above, then the **Named Insured** must make any request for a **Extended Reporting Period** in writing, and pay any applicable additional premium, within 30 days after the expiry of the **Policy period**. A **Extended Reporting Period** is not cancellable by the **Named Insured** and any premium paid for a **Extended Reporting Period** is non-refundable. No **Extended Reporting Period** is available if this **Policy** is cancelled or avoided, or there has been a **Transaction** prior to the expiry of the **Policy period**.

5. Limits of Liability

We will only be liable under this **Policy** for **Compensation** in respect any **Bodily Injury** or **Property Damage** or **Wrongful Act** in excess of **Deductible** and **Participation Percentage**.

1. The Limits of Liability shown in the **Policy Schedule** and the rules below specify the maximum **We** will pay regardless of the number of:
   a) **Insureds**;
   b) **Claims** made, or **Suits** brought; or
   c) Claimants.
   Subject to the following paragraph, the Each **Occurrence** Limit stated in the **Policy Schedule** is the maximum **We** will pay in total for the sum of:
   a) all **Compensation** for all any **Bodily Injury** or **Property Damage** or **Wrongful Act** arising out of any one **Occurrence**; and
   b) **Claims Expenses** in connection therewith.
2. The Aggregate Limit stated in the **Policy Schedule** is the maximum **We** will pay in total for the Sum of all **Compensation** for all **Bodily Injury** or **Property Damage** or **Wrongful Act** arising out of all **Occurrence**s during each Policy Year and all **Claims Expenses** and in connection therewith.

All sums indemnifiable under this **Policy** for **Bodily Injury** or **Property Damage** or **Wrongful Act** will be paid by **Us** in the order that such sums are presented to **Us** for indemnification.

6. Advance Payment of Claims Expenses

We shall pay **Claims Expenses** covered by this policy within thirty (30) days after sufficiently detailed invoices for those costs are received by **Us**. The **Named Insured** shall reimburse **Us** for any payments which are ultimately determined not to be covered by this **Policy**.

This clause shall be applied in the same manner to **Legal Representation Costs** Cover under this Policy in respect of any **Inquiry**.

General Exclusions

We will not be liable under this **Policy** in respect of:

1. **Asbestos**

   any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from asbestos or asbestos **Products** or asbestos contained in any **Products**. However, this Exclusion does not apply to actual or alleged **Loss**, cost, expenses or liability where such **Loss**, cost, expense or liability is not related to asbestos content of goods, materials or **Products** or completed operations.

2. **Bodily Injury/ Property Damage**

   arising out of, based upon or attributable to **Bodily Injury** or **Property Damage** unless

   i. arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing **Professional Services**.

   ii. Cover for Bodily Injury and Property Damage liability is given.

3. **Change of Control**

   We shall not be liable to make any payment or to provide any services in connection with any **Claim** arising out of, based upon or attributable to a **Wrongful Act** committed after the **Occurrence** of a **Transaction**.

   If during the **Policy period** an administrator, liquidator or receiver is appointed to a **Subsidiary**, then the cover provided under this **Policy** with respect to such **Subsidiary** is amended to apply only to **Wrongful Act** committed prior to the date of such appointment

4. **Conduct**

   arising out of, based upon or attributable to any actual or alleged dishonest, fraudulent or criminal conduct of an Insured.

   This exclusion shall not apply to Fraud and Dishonesty cover.

5. **Contractual Liability**

   any liability or obligation assumed by the **Insured** under any agreement or contract except to the extent that:

   I. the liability or obligation would otherwise have been implied by law;

   II. the liability or obligation is assumed under performance of **Covered Contract** specified in the schedule.

6. **Costs Assessment**

   arising out of, based upon or attributable to any failure by **You** or any other party acting on **Your** behalf to make an accurate pre-assessment of the cost of performing **Professional Services**.

7. **Damage to Property**

   Property Damage to:

   i) Property **You** own, rent or occupy;

   ii) Premises **You** sell, give away or abandon, if the **Property Damage** arises out of any part of those premises;

   iii) Property loaned to you;

   iv) Personal property in the care, custody or control of the **Insured**;

   v) That particular part of real property on which **You** or any contractors or subcontractors working directly or indirectly on **Your** behalf are performing operations, if the **Property Damage** arises out of those operations; or

   vi) That particular part of any property that must be restored repaired or replaced because **Your work** was incorrectly performed on it.

   Paragraph (ii) of this exclusion does not apply if the premises are **Your work** and Were never occupied, rented or held for rental by you.

   Paragraphs (iii), (iv), (v) and (vi) of this exclusion do not apply to liability assumed under a sidetrack agreement.

   Paragraph (vi) of this exclusion does not apply to **Property Damage** included in the Products-completed operations hazard.

8. **Deliberate acts**

   any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any deliberate act or omission of the **Insured** or any **Employee** and which could reasonably have been expected, having regard to the nature and circumstances of such an act or omission.

9. **Directors' and Officers' Liability**

arising out of, based upon or attributable to any **Claim** made against **You** in **Your** capacity as a **Director**, **Officer**, **Trustee** or partner of the **Named Insured** in respect of the performance or non-performance of their duties as a **Director**, **Officer**, **Trustee** or partner of the **Named Insured**.

10. Employee's Compensation and Similar Laws

This insurance does not apply to any obligation of the **Insured** under any **Employee**'s **Compensation**, disability benefits or unemployment **Compensation** law or any similar law.

11. Employer's Liability

1. This insurance does not apply to **Bodily Injury** to an **Employee** of the Insured arising out of and in the course of:
   I. employment by the Insured; or
   II. performing duties related to the conduct of the Insured's **Business**.
2. This insurance does not apply to **Bodily Injury** to the brother, child, parent, sister or spouse of such **Employee** as a consequence of any injury described in paragraph 1. above.

Points 1. and 2. above apply:

I. whether the Insured may be liable as an employer or in any other capacity; and
II. to any obligation to share damages with or repay someone else who must pay damages because of any injury described in Points 1. and 2. above.

12. Employment Practice Violation

arising out of, based upon or attributable to any act, error or omission with respect to any employment or prospective employment of any past, present, future or prospective **Employee** or **Insured Person** of any **Named Insured**.

13. Expected or Intended Injury

Bodily Injury or **Property Damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **Bodily Injury** resulting from the use of reasonable force to protect persons or property.

14. Fines and Penalties

Fines or financial penalties, punitive, exemplary, liquidated, aggravated or multiple damages whether imposed through a court of law, legislation or under a contractual arrangement or otherwise.

15. Infrastructure

arising out of, based upon or attributable to:

I. software or mechanical failure;
II. electrical failure, including any electrical power interruption, surge, brown out or black out; or
III. telecommunications or satellite systems failure; outside **Your** direct control.

16. Insolvency

arising out of, based upon or attributable to the insolvency, liquidation, administration or receivership of the Named Insured.

17. Iran Risk Clause

This **Policy** does not provide any cover, and does not include any liability to pay any **Claim** or provide any benefit hereunder, in respect of any risk related to Iran, unless such risk is specifically disclosed and agreed in writing by the insurer.

18. Loss of Use

The Loss of use of tangible property which has not been physically damaged or destroyed resulting from:

i) a delay in or lack of performance by **You** or on **Your** behalf of any contract; or
ii) the failure of a **Product** or any work performed by **You** or on **Your** behalf, to meet the level of performance, quality, fitness or durability warranted or represented by **You**. But this exclusion does not apply to Loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the **Product** or work performed by **You** or on **Your** behalf after the **Product** or work has been put to its intended use by any person or organization other than **You**.

19. Manufacturing Liability

arising out of, based upon or attributable to any manufacturing defect in any **Product**.

20. Patent &Trade Secret

arising out of, based upon or attributable to the breach of licenses concerning infringement of or misappropriation of patents or **Trade Secrets**.

21. Pollution

1. This insurance does not apply to any damages, **Loss**, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants**.
2. This insurance does not apply to any damages, **Loss**, cost or expense arising out of any:
   I. demand, order, request or regulatory or statutory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
   II. **Claim** or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants**.

Points 1. and 2. above apply regardless of whether or not the **Pollution** was expected, gradual, intended or preventable.

22. Prior Acts

any liability arising from or attributable to any **Bodily Injury**, **Property Damage** or in any way involving any **Wrongful Act** first occurring prior to the **Retroactive Date**, if any, specified in **Your Policy Schedule**.

23. Prior Claims/ Circumstances

This Insurance does not apply to any **Claims**, circumstances made prior to the inception of this **Policy** including any **Related Claims** thereto, or arising out of, based upon or attributable to a circumstance which has been properly notified under any other policy or certificate of insurance attaching prior to the inception of this **Policy** including any **Related Claims** thereto.

24. Product and Completed Operations Liability

We will not pay any **Claim** arising out of any **Product and Completed Operations Liability**.

25. Progressions of known Bodily Injury or Property Damage:

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising out of **Bodily Injury** or **Property Damage** that is a change, continuation or resumption of any injury or damage Deemed Known, before the beginning of the **Policy period**, to have occurred.

26. Radioactivity

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from

I. Ionizing radiation or contamination by radioactivity from any nuclear fuel, weapon or waste whether occurring naturally or otherwise;
II. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear Weapon or nuclear component thereof.

However, this exclusion does not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are used or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

27. Sanctions and Limitations

We shall not be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision or such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

28. Trade Debts

arising out of, based upon or attributable to any: (i) trading debt incurred by an Insured or (ii) guarantee given by an Insured for a debt.

29. War and Terrorism

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution, mutiny , military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion, martial law, **Terrorism** or loot, sack or pillage in connection therewith, or confiscation or

nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

General Conditions

1. **Admission of Liability**

Unless **You** have obtained **Our** prior written consent, neither **You** nor any of **Your Employee**s, agents or others acting on **Your** behalf may:

a. admit liability, fault or guilt in connection with any **Occurrence** other than where provided for under the terms of the Emergency Costs Advancement and Mitigation Cover under Professional Liability Cover; or
b. do anything that might be seen as an admission of liability, fault or guilt unless permissible in law; or
c. settle any third-party **Claim**, even though it may be within the amount of the **Deductible and Participation Percentage**.

2. **Alteration of Risk**

Any alteration or addition or change materially affecting the facts or circumstances existing at the commencement of or during the course of this **Policy** or at any subsequent renewal date, shall be notified to **Us** as soon as such change comes to **Your** notice.

We reserve the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such coverage.

Notice to any agent or knowledge possessed by any agent or any other person with respect to any alteration or addition shall not effect a change in any part of this **Policy** or prevent **Us** from asserting any right under the terms of this **Policy**, nor shall the terms of this **Policy** be changed, except by endorsement issued by **Us** and made a part of this **Policy**.

3. **Cancellation**

a. **Cancellation by Insured**

Policy may be cancelled at the option of the insured with Fifteen (15) days' notice of cancellation and **We** will be entitled to retain premium on short period scale of rates for the period for which the cover has been in existence prior to the cancellation of the **Policy**. The balance premium, if any, will be refundable to the insured.

In case of cancellation of **Policy** by the insured, premium would be refunded as per below table subject to there being no **Claim** under the **Policy**:

Period on Risk	% of Premium to be Refunded
Less than 2% of Risk Period	90%
Less than 10% of Risk Period	75%
Less than 15% of Risk Period	65%
Less than 25% of Risk Period	50%
Less than 35% of Risk Period	40%
Less than 50% of Risk Period	25%
Less than 75% of Risk Period	15%
Exceeding 75% of Risk Period	0%

b. **Cancellation by Insurer:**

This insurance may also at any time be terminated at the option of the **Insurer**, on Fifteen (15) days' notice to that effect being given to the Insured on ground of mis-representation, fraud, non-disclosure of material facts and non-co-operation by the insured and there would be no refund of premium.

c. **Your Policy** will automatically be cancelled from the time **Your Business** becomes insolvent or is wound up or is permanently discontinued or a liquidator, administrator, receiver, manager and / or **Trustee** in bankruptcy is appointed to **You** or any of **Your** assets.
d. No refund of premium shall be due if the **Insured** has made a **Claim** under this **Policy**.

4. **Allocation**

In the event that any **Claim** involves both covered matters and matters or persons not covered under this **Policy**, a fair and proper allocation of any **Claims Expenses**, Compensation, judgments and/or settlements shall be made between each Insured and the Insurer taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this **Policy**.

5. Contract Rights

Nothing in this **Policy** is intended to confer an enforceable benefit on any **Third Party**, whether pursuant to legislation equivalent to the United Kingdom Contract (Rights of Third Parties) Act 1999 or otherwise.

6. Defence and Settlements

We will have the right, but in no case the duty, to take over and conduct in the name of the **Insured** the defence of any **Claim** and will have full discretion in the conduct of any proceedings and in the settlement of any **Claim** and having taken over the defence of any **Claim** may relinquish the same. In the event that **We** decide that representation by a Lawyer is necessary (such decision to be at **Our** sole discretion) then **You** shall select one of the **Legal Panel** to provide such legal representation. In the event that **We**, at **Our** sole discretion, chooses to exercise **Our** right pursuant to this condition, no action taken by **Us** in the exercise of such right will serve to modify or expand in any manner **Our** liability or obligations under this **Policy** beyond what **Our** liability or obligations would have been, had it not exercised its rights under this condition.

Irrespective of whether **We** have exercised **Our** right under this Section to take over the defence of any **Claim**, **We** shall have the right to recommend that the **Insured** settle such **Claim** for the **Settlement Value**. The **Insured** may decline to settle any **Claim** which **We** so recommend that it settle; provided, however, that in the event the **Insured** shall elect to contest or continue to contest such **Claim** after **We** have recommended it be settled, **We** may withdraw from the matter, and **Our** liability shall not exceed the **Settlement Value** and the amount of **Claims Expenses** incurred with **Our** consent prior to the date on which **We** first recommended settlement less the applicable **Deductible** and **Participation Percentage**.

We may in the case of any **Claim** pay to the first **Named Insured** the amount of **Our** applicable **Limit of Liability** or **Settlement Value** less **Deductible** and **Participation Percentage**. Upon such payment being made there is no further cover available under the **Policy** for that **Claim** and shall constitute a full and complete release and discharge of **Our** liabilities in respect of all and any such **Loss** whether suffered directly by the **Named Insured** or not.

7. Dispute Resolution (Arbitration)

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.

8. Interpretation

Words and expressions in the singular shall include the plural, and vice versa. Also, where a term of this **Policy** is not specifically defined, it is agreed that the definition normally attributed to it by any applicable law or business practice shall apply. In this **Policy** capitalised and bolded words have special meaning and are defined.

This **Policy**, its Schedule and any endorsements are one contract in which, unless the context otherwise requires:

(i) headings are descriptive only, not an aid to construction;
(ii) the male includes the female and neuter;
(iii) all references to specific legislation include amendments to and re-enactments of such legislation; and
(iv) references to positions, offices or titles shall include their equivalents in any jurisdiction in which a **Claim** is made or **Inquiry** conducted.

9. Duties in the Event of Occurrence of Circumstance or Claim or Suit

A. Applicable except for Inbuilt Cover Bodily Injury and Property Damage Liability:

1. Circumstances

The **Named Insured** shall as soon as reasonably practicable during the **Policy period** notify **Us** at the address listed in the **Policy Schedule** of any circumstance of which **You** become aware during the **Policy period** which is reasonably expected to give rise to a **Claim**. The notice must include at least the following:

i. a statement that it is intended to serve as a notice of a circumstance of which **You** have become aware which is reasonably expected to give rise to a **Claim**;

ii. the reasons for anticipating that **Claim** (including full particulars as to the nature and date(s) of the potential **Wrongful Act**(s));
iii. the identity of any potential Claimant(s);
iv. the identity of any Insured involved in such circumstance; and
v. the date on and manner in which **You** first became aware of such circumstance.

Provided that notice has been given in accordance with the requirements of this clause, any later **Claim** arising out of such notified circumstance (and any Related **Claims**) shall be deemed to be made at the date when the circumstance was first notified to the Insurer.

2. Claim or Suit Notifications

The **Named Insured** shall give written notice to **Us** of any **Claim** or **Suit** first made against **You** as soon as practicable and during the **Policy period**. All notifications must be in writing to the address stated in the **Policy Schedule**.

If posted, the date of posting shall constitute the date that notice was given, and proof of posting shall be sufficient proof of notice.

3. Cooperation

You will at **Your** own Cost:

i. render all reasonable assistance to **Us** and co-operate in the defence of any **Claim** and the assertion of indemnification and contribution rights;
ii. use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any **Loss** under this **Policy**; and
iii. give such information and assistance to **Us** as **We** may reasonably require to enable it to investigate any **Loss** or determine **Our** liability under this **Policy**.

B. <u>Applicable to Inbuilt Cover Bodily Injury and Property Damage Liability:</u>

i) **You** must notify **Us** in writing immediately of any **Occurrence** which may result in a **Claim**. To the extent possible, notice must include –
   (a) how, when and where the **Occurrence** took place;
   (b) the names and addresses of any injured persons and witnesses; and
   (c) the nature and location of any injury or damage arising out of the **Occurrence**.

ii) **You** must notify **Us** of any impending prosecution, inquest or fatal accident **Inquiry**. If a **Claim** is made or a **Suit** is brought against You, **You** must immediately give **Us** notice of the specifics of the **Claim** or **Suit**. **You** must: -
   (a) immediately send **Us** a copy of any demand, letter, writ, **Claim**, notice of arbitration, process, notice, summons or legal paper received in connection with the **Claim** or **Suit**; and
   (b) retain unaltered and unrepaired any machinery, plant, appliances or things in any way causing or connected with any event which might give rise to a **Claim** under this **Policy** for such time as **We** may reasonably require.

iii) Upon **Our** request **You** must
   (a) authorize **Us** to obtain records and other information,
   (b) cooperate with **Us** in the investigation, settlement or defence of the **Claim** or **Suit**; and
   (c) assist **Us** in the enforcement of any right against any person or organization which may be liable to the **Insured** because of **Bodily Injury** or **Property Damage** to which this insurance may also apply.

iv) When there is an **Occurrence** which may involve this **Policy**, the first **Named Insured** may, without prejudice as to liability, proceed immediately with settlements and pay **Claims Expenses** with respect to such settlements provided that such settlements and **Claims Expenses**, in their aggregate, do not exceed the **Deductible and Participation Percentage** shown in the Schedule. The first **Named Insured** will promptly notify **Us** of any such settlements made.

v) Except as provided in the preceding paragraph, no **Insured**s will, except at their own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid, without **Our** consent. If the **Insured** shall report any **Occurrence** or **Claim** knowing such to be false or fraudulent, whether with respect to amount or otherwise, this **Policy** shall become void as of the date of such report and the insurance hereunder shall be forfeited.

10. <u>Examination of Your Books and Records</u>

We may examine and audit **Your** books and records as they relate to this **Policy** at any time during the **Policy period** and until the later of three years after termination of this **Policy** or one year after final disposition of all **Claims** arising out of any **Occurrence,** provided notice of which has been given under this **Policy**.

11. Related Claims

If during the **Policy period,** a **Claim** is made, or a circumstance is notified in accordance with the requirements of this **Policy** any **Related Claim** made after expiry of the **Policy period** will be accepted by **Us** as having been:

(i) made at the same time as the notified **Claim** was made or the relevant circumstance was notified; and

(ii) notified at the same time as the notified **Claim** or circumstance.

All **Related Claims** shall be deemed to be one single **Claim** and deemed to be made at the date of the first **Claim** of the series or at the first circumstance notified, whichever is first.

12. Governing Law & Jurisdiction

Where legally permissible and subject to all terms and conditions of this **Policy**, this **Policy** shall apply to any **Claim** made against **You** within **Coverage Jurisdiction** stated in the **Policy Schedule**.

Any interpretation of this **Policy** relating to its construction, validity or operation shall be made exclusively in accordance with the Indian laws.

13. Inspections and Surveys

We have the right, but **We** are not obligated to:

i) make inspections and/or surveys at any time

ii) give **You** the reports on the conditions that **We** find; and

iii) recommend changes

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. **We** do not make safety or compliance inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor do **We** warrant that conditions are safe or healthful or comply with laws, regulations, codes and standards.

14. Legal Action against Us

No person or organization has a right under this insurance to:

- join **Us** as a party or otherwise bring **Us** into a **Suit** seeking damages from an Insured; or
- a person or organization may sue **Us** to recover on an Agreed Settlement or on a final judgment against an Insured obtained after an actual
- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding; but **We** will not be liable for any damages, **Loss**, cost or expense not payable under the terms and conditions of this insurance or in excess of the applicable Limits of Insurance.

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of India. If any person or organization sues **Us** on this insurance or as a result of a dispute arising out of, in connection with or relating to this insurance, then such legal proceeding against **Us** must be brought in and determined exclusively in the courts of India, subject to first complying with the Arbitration proceedings provisions set out above**.**

15. Notice

Any notice required to be given under this **Policy**:

i) By **You** will be given to **Us** only by mailing or delivering such notice at the address shown in the **Policy Schedule**. Notice to **Our** or **Your** agent will not constitute notice to **Us**.

ii) **By Us** will be given by mailing or delivering such notice to the **Named Insured** first shown in the **Policy Schedule** at the address shown therein.

If notice is mailed, proof of mailing will be sufficient proof of notice.

16. Other Insurance

If other valid and collectible insurance is available to the **Insured** for **Bodily Injury**, **Property Damage**, **Wrongful Act** or any other Expenses covered under this **Policy**, other than insurance that is issued specifically as insurance in excess of the Insurance afforded by this **Policy**, and irrespective of-

i) when such other insurance incepts or terminates;

ii) which insurer provides such other insurance; and

iii) the basis on which such other insurance applies or is triggered;

this **Policy** shall be excess of and shall not contribute with such other insurance
Nothing in this **Policy** shall be construed to make this **Policy** subject to any of the terms of other insurance.

17. Fraudulent Claims

If any Insured shall give any notice or **Claim** cover for any **Loss** under this **Policy** knowing such notice or **Claim** to be false or fraudulent as regards amounts or otherwise, such **Loss** shall be excluded from cover under the **Policy**, and the Insurer shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this **Policy** in its entirety, and in such case, all cover for **Loss** under the **Policy** shall be forfeited, all premium shall be deemed fully earned and non-refundable and the **Named insured** shall reimburse the Insurer for any payments made under this **Policy**.

18. Plurals, Headings and Titles

The descriptions in the headings and titles of this **Policy** are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this **Policy**, words in Bold typeface have special meaning and are defined. Words that are not specifically defined in this **Policy** have the meaning normally attributed to them.

19. Policy Modifications

This **Policy** contains all the agreements between **You** and **Us** concerning the insurance afforded. This **Policy's** terms can be amended or waived only by endorsement issued by **Us** and made a part of this **Policy**.

20. Reasonable Care

Without exception, **You** and **Your Employee**s must take all reasonable steps to prevent incurring any **Loss**, damage or liability.

21. Renewal

Digit is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud of the **Insured**. The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India ("IRDAI") on the date of renewal for this **Product**.

22. Sole Agent

The first **Named Insured** shown in the **Policy Schedule** shall be the sole agent of all **Insured** under this **Policy** for the purposes of:

i) ascertaining all information requested in the Proposal for this **Policy**;
ii) submitting the Proposal and any other underwriting information for this **Policy** or any renewal hereof;
iii) giving and receiving any required notice under this **Policy**;
iv) effecting or accepting any amendment to, or cancellation of this **Policy**;
v) paying all premiums and receiving any return premiums that may become due under this **Policy**;
vi) keeping records of the information that **We** need for premium adjustment and sending **Us** copies of such records at such times as **We** may request;
vii) accepting any sums paid by **Us** to the **Insured** in connection with **Our** liability under this **Policy**; and
viii) submission of a dispute to arbitration.

23. Submission means:

i. each and every signed proposal form, the statements, warranties, and representations therein, its attachments either in physical or in electronic format;
ii. the financial statements of any **Named Insured**; and
iii. other **Documents** of any **Named Insured** filed with a regulator and all other material information; submitted to **Us** in connection with this **Policy**.

24. Terms

All statements made in the Proposal for this **Policy** and any material submitted therewith , as a supplement thereto, or required thereby, either in physical or in electronic format are the basis of this **Policy** and, together with the **Policy Schedule** and any Endorsements to this **Policy**, are hereby deemed material and are incorporated into and made a part of this **Policy** and this **Policy** is issued in reliance upon such Proposal and other material submitted to **Us**.

25. Transfer of Rights of Recovery against Others (Subrogation)

You shall take all steps necessary or such steps as are required by **Us** before or after any payment by **Us** under this **Policy** to preserve the rights and remedies which **You** may have to recover the **Loss**. If any payment is to be made

under this **Policy** in respect of a **Claim**, **We** shall be subrogated to all **Your** rights of recovery whether or not payment has in fact been made and whether or not **You** have been fully compensated for its actual **Loss**. **We** shall be entitled to pursue and enforce such rights in the name of an Insured, who, both before and after payment under this **Policy**, shall provide **Us** with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. **You** shall do nothing to prejudice **Our** rights under this subrogation clause.

We agree not to exercise any such rights of recovery against any **Employee** unless the **Claim** is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the **Employee**. In its sole discretion, the Insurer may, in writing, waive any of its rights set forth in this Subrogation Clause.

Any amounts recovered in accordance with this clause shall be applied in the following order:

(i) to compensate **Us** and **You** for the costs incurred in making the recovery (such payment to be allocated between **Us** and **You** in the same proportions as they have borne the costs thereof); and

(ii) to **Us** up to the amount of the **Loss** paid by **Us**; and

(iii) to **You** in respect of any uninsured element of the **Claim** (including the **Deductible** and **Participation Percentage** under this **Policy**).

26. Transfer of Rights and Duties (Assignment)

Your rights and duties under this **Policy** may not be transferred without **Our** written consent except in the case of the death of an individual who is an **Insured**.

27. Customer Grievance Redressal Policy:

We are committed to extend the best possible services to its customers. However, if **You** are not satisfied with **Our** services and wish to lodge a complaint, please feel free to call **Our** 24X7 Toll free number 1800-258-5956 or **You** may email to the customer service desk at hello@godigit.com. After investigating the matter internally and subsequent closure, **We** will send **Our** response.

Senior Citizens can now contact **Us** on 1800-258-5956 or write to **Us** at seniors@godigit.com.

Email: grievance@godigit.com

For further information, please refer the below link,

https://www.godigit.com/claim/grievance-redressal-procedure

The policyholder or the claimant also has the option to register the complaint on-line at IRDAI's Bima Bharosa by visiting https://bimabharosa.irdai.gov.in/

If **You** do not get a satisfactory response from **Us** and **You** wish to pursue other avenues for redressal of grievances, **You** may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Sl. No	Office of Insurance Ombudsman	Address	Email	Landline NOs.
1	AHMEDABAD	Jeevan Prakash 6th floor Near S.V. College Relief Road Tilak Marg Ahmedabad- 380 001. Gujarat	E-mail: oio.ahmedabad@cioins.co.in	079-25501201, 079-25501202
2	BENGALURU	Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor. No. 19/19 24th Main Rd. 1st Phase J.P. Nagar Bengaluru- 560 078.	Email: oio.bengaluru@cioins.co.in	080-26652048, 080-2665 2049
3	BHOPAL	UC of India Zonal Office Blda. 1st Floor, South Wing, Jeevan Shikha, Opp. Gayatri Mandir 60-B Hoshangabad Road Bhopal-462 011	Email: oio.bhopal@cioins.ca.in	0755-2769201, 0755-2769202, 0755-2769203, 0755-2769200
4	BHUBANESWAR	62 Forest Park, Bhubaneswar PIN -751 009.	Email: oio.bhubaneswar@cioins.co.in	0674-2596455, 0674-2596429, 0674-2596003, 0674-2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor LIC of India Bldg, SCO 20-27 Sector 17-A. Chandigarh -160017	E-mail: oio.chandigarh@cioins.co.in	0172-2706468, 0172-2773101, 0172-2990938, 0172-2706196, 0172-2707468, 0172-2772101, 0172-2990942
6	CHENNAI	Fatima Akhtar Court, 4th fir 453 (old 312), Anna Salai Tevnampet. Chennai 600018	E-mail: oio.chennai@cioins.co.in	044-24333668, 044-24333678
7	DELHI	2/2 A 1st Floor. Universal Ins. Buildina. Asaf Ali Road New Delhi- 110002.	Email : oio.delhi@cioins.co.in	011-46013992

8	GUWAHATI	Jeevan Nivesh Bldg. 5th Floor Near Pan Bazar S.S. Road Guwahati-781001	E-mail: oio.auwahati@cioins.co.in	0361-2631307, 0361-2632204 0361-2732937, 0361-2632205
9	HYDERABAD	6-2-46 1st Floor Moin Court Lane Opp. Hyundai Showroom A. C. Guards. Lakdi-ka-pool, Hyderabad 500004	E-mail: oio.hvderabad@cioins.co.in	040-23376991, 040-23312122 040-23376S99, 040-23328709
10	JAIPUR	Jeevan Nidhi II, Ground Floor Bhawani Singh Road Ambedkar Circle Jaipur -302005.	E-mail: oio.jaipur@cioins.co.in	0141-2740363
11	KOCHI	10th Floor LIC Bldg, Jeevan Prakash OPP Maharai College Ground M.G. Road, Ernakulam Kochi- 682011	E-mail: oio.ernakulam@cioins.co.in	0484-2358759, 0484-2358734, 0484-2358336
12	KOLKATA	7th Floor of Hindustan Building (Annex). 4 CR Avenue Kolkata-700072	E-mail: oio.kolkata@cioins.co.in	033-22124339, 033-22124341
13	LUCKNOW	Jeevan Bhavan Phase II, 6th Floor Nawal Kishore Road, Hazratgani, Lucknow- 226001,	E-mail: oio.lucknow@cioins.co.in	0522-4002082
14	MUMBAI	3rd Floor, Jeevan Seva Annexe, S.V.Road Santacruz West Mumbai-400 054.	E-mail: oio.mumbai@cioins.co.in	022-69038800, 022-69038827 /8829, 022-69038831/8832
15	NOIDA	Bhagwan Sahai Palace 4th fir, Main Road Nava Bans Sector 15 Noida-201301	E-mail: oio.noida@cioins.co.in	0120- 2514252, 0120-2514253, 0120-4027589
16	PATNA	2nd Floor Lalit Bhawan Bailey Road. Patna- 800001	E-mail: oio.patna@cioins.co.in	061-22547067, 061-22547068
17	PUNE	3rd Floor Jeevan Darshan -LIC of India Bldg N.C. Kelkar Road Narayan Peth Pune- 411030.	Email: oio.pune@cioins.co.in	020-24471175
18	THANE	2nd Floor Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West), Thane - 400604	Email: oio.thane@cioins.co.in	022-20812868, 022-20812869

Note: COUNCIL FOR INSURANCE OMBUDSMAN ,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.Tel.: 022 – 69038801/03/04/05/06/07/08/09 Email: inscoun@cioins.co.in

For updated details of Ombudsman details, request to please check Council of Insurance Ombudsmen website available on https://www.cioins.co.in/Ombudsman