Professional Indemnity (Technology) Insurance

Item 1	**NAMED ASSURED** MAILING ADDRESS	:				
Item 2	POLICY PERIOD	:	From		To	
			12:01 AM STANDARD TIME AT THE ADDRESS SHOWN IN NUMBER 1. ABOVE.			
Item 3	LIMIT OF LIABILITY:					
		A	INR	Each Claim Limit – Includes Claims Expenses.		
		B	INR	Annual Aggregate Limit – Includes Claims Expenses.		
Item 4	DEDUCTIBLE	:	INR For each and every Claim in ROW			
			INR For each and every Claim in USA/Canada			
Item 5	ANNUAL PREMIUM	:				
Item 6	RETROACTIVE DATE	:				
Item 7	NOTICE OF CLAIM TO	:	ICICI Lombard General Insurance Company Ltd. ICICI Lombard House, Delta Plaza (Old TATA Press Building), Veer Savarkar Marg, Prabhadevi (W), Mumbai-400 025			
Item 8	TERRITORY AND JURISDICTION	:	Worldwide			
Item 9	UNDERWRITER	:	ICICI Lombard General Insurance Company Ltd. ICICI Lombard House, Delta Plaza (Old TATA Press Building), Veer Savarkar Marg, Prabhadevi (W), Mumbai-400 025			

Item 10	PROPOSAL FORM DATE	:	
Item 11	ENDORSEMENTS ATTACHED AT INCEPTION	:	

Signed for and on behalf of ICICI Lombard General Insurance Company Limited, at Mumbai on this date

Authorised signatory

\

INDICATIVE POLICY WORDING

In consideration of the payment of the premium and reliance upon the statements in the Application which is made a part of and is the basis of this Insurance Policy (hereinafter referred to as the "Policy") and subject to the **Limit of Liability**, **Deductible**, exclusions, conditions and other terms of this Policy the **Underwriters** agree with the **Named Assured** as follows

I. INSURING AGREEMENTS

A. Coverage I: Professional and Technology Based Services

To pay to the **Named Assured**:

Damages and **Claims Expenses**, in excess of the **Deductible**, which the **Assured** shall become legally obligated to pay because of any **Claim** first made against any **Assured** and reported to the **Underwriters** during the **Policy Period** or **Extended Reporting Period** (if applicable) arising out of any negligent act, error or omission, or any unintentional breach of contract, in rendering or failure to render **Professional Services** or **Technology Based Services** on or after the **Retroactive Date** and before the end of the **Policy Period** by the **Assured** or by any person, including an independent contractor, for whose negligent act, error or omission or unintentional breach of contract the **Assured Organization** is legally responsible.

B. Coverage II: Technology Products

To pay to the **Named Assured**:

Damages and **Claims Expenses**, in excess of the **Deductible**, which the **Assured** shall become legally obligated to pay because of any **Claim** first made against any **Assured** and reported to the **Underwriters** during the **Policy Period** or **Extended Reporting Period** (if applicable) arising out of any negligent act, error or omission, or any unintentional breach of contract, by the **Assured** on or after the **Retroactive Date** and before the end of the **Policy Period** that results in the failure of **Technology Products** to perform the function or serve the purpose intended.

C. Coverage III: Computer Network Security

To pay to the **Named Assured**:

Damages and **Claims Expenses**, in excess of the **Deductible**, which the **Assured** shall become legally obligated to pay because of any **Claim** first made against any **Assured** and reported to **Underwriters** during the **Policy Period** or **Extended Reporting Period** (if applicable) arising out of any act, error or omission on or after the **Retroactive Date** and before the end of the **Policy Period** in the course of providing or managing **Computer Systems** security by the **Assured** or by any person, including an independent contractor, for whose act, error or omission the **Assured Organization** is legally responsible that results in:

1. the inability of a third party, who is authorized to do so, to gain access to **Computer Systems** or your **Technology Based Services**;

2. the failure to prevent **Unauthorized Access** to **Computer Systems** that results in:

   (a) the destruction, deletion or corruption of electronic data on **Computer Systems**;

   (b) **Theft of Data** from **Computer Systems**; or

   (c) denial of service attacks against Internet sites or computers; or

3. the failure to prevent transmission of **Malicious Code** from **Computer Systems** to third party computers and systems.

D. Coverage IV: Multimedia and Advertising

To pay to the **Named Assured**:

Damages and **Claims Expenses**, in excess of the **Deductible**, which the **Assured** shall become legally obligated to pay because of liability imposed by law or **Assumed Under Contract** resulting from any **Claim** first made against any **Assured** and reported to **Underwriters** during the **Policy Period** or **Extended Reporting Period** (if applicable) arising out of one or more of the following acts committed on or after the **Retroactive Date** and before the end of the **Policy Period** in the course of the **Assured Organization's** performance of **Professional Services**, **Media Activities** or **Technology Based Services**:

1. defamation, libel, slander, product disparagement, trade libel, prima facie tort, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;

2. invasion of or interference with the right to privacy or of publicity;

3. misappropriation of any name or likeness for commercial advantage;

4. false arrest, detention or imprisonment or malicious prosecution;

5. invasion of or interference with any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping;

6. plagiarism, piracy or misappropriation of ideas under implied contract;

7. infringement of copyright;

8. infringement of trade dress, domain name, title or slogan, or the dilution or infringement of trademark or service mark;

9. negligence regarding the content of any **Media Communication**, including harm caused through any reliance or failure to rely upon such content;

10. misappropriation of trade secret.

II DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS

A. The **Underwriters** shall have the right, but not the duty, to take over and conduct in the name of the **Assured** the investigation, defence and/or settlement of any **Claim** against the **Assured** seeking **Damages**.

B. In relation to A:

1. Having taken over the defence of any **Claim**, **Underwriters** may in their sole and absolute discretion relinquish the same
.
2. It is agreed that if **Underwriters'** exercise their right to defend, then the **Limit of Liability** available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Damages** and **Claims Expenses** shall be applied against the **Deductible**.

3. If **Underwriters**, in their sole and absolute discretion, choose to exercise their rights under A and/or B, then the exercise of such right will not under any circumstances operate so as to modify or expand in any manner **Underwriters'** liability or obligations under this Policy beyond those that would have existed had **Underwriters** not exercised their rights.

When **Underwriters** choose not to defend a **Claim**, they will pay **Claims Expenses** incurred with their prior written consent. The **Limit of Liability** available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Damages** and **Claims Expenses** shall be applied against the **Deductible**.

C. If the **Assured** shall refuse to consent to any settlement or compromise recommended by the **Underwriters** and acceptable to the Claimant and elects to contest the **Claim**, the **Underwriters'** liability for any **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, less the remaining **Deductible**, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable **Limit of Liability**, whichever is less, and the **Underwriters** shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Assured**. The portion of any proposed settlement or compromise that requires the **Assured** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not **Damages** shall not be considered in determining the amount for which a **Claim** could have been settled.

D. The **Underwriters** shall not be obligated to pay any **Damages** or **Claims Expenses**, or to undertake or continue defense of any suit or proceeding after the applicable **Limit of Liability** has been exhausted by payment of **Damages** and/or **Claims Expenses** or after deposit of the applicable **Limit of Liability** in a court of competent jurisdiction, and that upon such payment, the **Underwriters** shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Assured**.

IV. JURISDICTION OF CLAIMS

This Policy applies only to **Claims** made in the jurisdiction specified in Item 8 of the Schedule.

V. EXCLUSIONS

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:

A. Based upon, arising out of, or in any manner involving any intentional, dishonest, fraudulent or criminal act committed by the **Assured;**

B. Arising out of or resulting from any act, error or omission committed prior to the inception date of this Policy:

1. if any **Assured** on or before the inception date knew or could have reasonably foreseen that such act, error or omission might be expected to be the basis of a **Claim**; or

2. in respect of which any **Assured** has given notice of a circumstance which might lead to a **Claim** to the insurer of any other policy in force prior to the inception date of this Policy;

C. Arising out of any related or continuing acts, errors or omissions where the first such act, error or omission was committed prior to the **Retroactive Date**;

D. For, arising out of, or resulting from **Bodily Injury** or **Property Damage**;

E. Arising out of or resulting from assumption of liability under a contract or agreement, provided however that this exclusion will not apply to the extent the **Assured** would be liable for the **Damages** in the absence of such contract or agreement.

F. For or arising out of or resulting from:

1. breach of any express warranty or representation except for an agreement to perform within a reasonable standard of care or skill consistent with applicable industry standards, or breach of any other contractual obligation which goes beyond an express or implied duty to exercise a degree of care or skill as is consistent with applicable industry standards;
2. breach of guarantee or any promises of cost savings, profits, or return on investment; or
3. delay in delivery or performance, or failure to deliver or perform at or within an agreed upon period of time;

G. For or arising out of or resulting from:

1. inaccurate, inadequate, or incomplete description of the price of goods, products or services;

2. the failure of goods, products, or services to conform with any represented quality or performance contained in **Advertising**; or
3. any actual or alleged gambling, contest, lottery, promotional game or other game of chance;

H. Arising out of or resulting from any actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments;

I. For or arising out of or resulting from any costs or expenses incurred or to be incurred by the **Assured** or others for:

1. the reprinting, recall, removal or disposal of any **Media Material**, including any media or products containing such **Media Material**; or

2. the withdrawal, recall, inspection, repair, replacement, reproduction, removal or disposal of:

(a) **Technology Products**, including any products or other property of others that incorporate **Technology Products**;

(b) work product resulting from or incorporating the results of **Professional Services** or **Technology Based Services**; or

(c) any products or other property on which **Professional Services** or **Technology Based Services** are performed;

however this exclusion shall not apply to third party **Claim**s for the resulting loss of use of such **Media Material** or **Technology Products**, or loss of use of the work product resulting from such **Professional Services** or **Technology Based Services**;

K. Arising out of, resulting from or alleging any failure or malfunction of electrical or telecommunications infrastructure or services, unless under the **Assured Organization's** operational control.

L. For or arising out of any actual or alleged antitrust violation, restraint of trade, unfair competition, violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, as amended, false, deceptive or unfair trade practices, violation of consumer protection laws or false or deceptive or misleading **Advertising**;

M. Brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any similar governmental entity in other jurisdictions, in such entity's regulatory or official capacity;

N. For or arising out of actual or alleged:

1. infringement of patent or patent rights or misuse of patent or;

2. infringement of copyright or misappropriation of trade secret.

O. For or arising out of the actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or legislation, or law or legislation of any state, province or other jurisdiction similar to the foregoing, whether such law is statutory, regulatory or common law;

P. For or arising out of the actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, the Sarbanes-Oxley Act of 2002, any state or provincial blue sky or securities law, any other federal securities law or legislation, or any or similar law or legislation of any

state, province or other jurisdiction, or any amendment to the above laws, or any violation of any order, ruling or regulation issued pursuant to the above laws;

Q. By or on behalf of one or more **Assureds** under this Policy against any other **Assured** or **Assureds** under this Policy;

R. Made by any business enterprise in which any **Assured** has greater than a 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **Named Assured**, or arising out of or resulting from any **Assured's** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **Assured Organization**;

S. Arising out of **Professional Services**, **Media Activities** or **Technology Based Services** performed for any entity, or **Technology Products** provided to any entity which:

1. is operated, managed or controlled by an **Assured** or in which any **Assured** has an ownership interest in excess of 15%; or in which any **Assured** is an officer or director; or

2. operates, controls or manages the **Named Assured**, or has an ownership interest of more than 15% in the **Named Assured**;

T. Arising out of or resulting from the insolvency or bankruptcy of any **Assured** or of any other entity including but not limited to the failure, inability, or unwillingness to pay **Claims**, losses, or benefits due to the insolvency, liquidation or bankruptcy of any such individual or entity;

U. For or arising out of or resulting from:

1. any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees, whether such **Claim** is brought by an employee, former employee, applicant for employment, or relative of such person;

2. actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, any similar law or legislation of any state, province or other jurisdiction, or any amendment to the above law or legislation, or any violation of any order, ruling or regulation issued pursuant to the above laws or legislation;

3. any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy;

4. any actual or alleged acts, errors or omissions related to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or any violation of any provision of the Employee Retirement Income Security Act of 1974 or any similar federal law or legislation, or similar law or legislation of any state, province or other jurisdiction, or any amendment to the Act or any violation of any regulation, ruling or order issued pursuant to the Act or such similar laws or legislation; or

5. any actual or alleged act, error or omission or breach of duty by any director or officer in the discharge of their duty if the **Claim** is brought by the **Named Assured**, a **Subsidiary**, or any directors, officers, stockholders, or employees of the **Named Assured** or a **Subsidiary** in his or her capacity as such;

V. Based upon, arising out of, attributable to or in any manner involving the following

(a) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;

(b) any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

VI. DEFINITIONS

Wherever used in this Policy in bold face type, the following definitions shall apply.

A. "**Advertising**" means material which promotes the product, service or business of the **Assured Organization** or others.

B. "**Assumed Under Contract**" means liability assumed by the **Assured Organization** under a written hold harmless or indemnity agreement regarding the content of **Media Material** used in a **Media Communication**, but only as respects acts for which insurance is afforded under Coverage IV (Insuring Agreement I.D.)

C. "**Assured**" means:

1. The **Assured Organization**;

2. A director or employee of the **Assured Organization**, but only while acting in that capacity solely on behalf of the **Assured Organization**;

3. A principal if the **Named Assured** is a sole proprietorship, or a partner if the **Named Assured** is a partnership, but only while acting in that capacity solely on behalf of the **Named Assured**;

4. Any person who previously qualified as an **Assured** under 2 or 3 above prior to the termination of the required relationship with the **Assured Organization**, but only while acting in that capacity solely on behalf of the **Assured Organization**;

5. The estate, heirs, executors, administrators, assigns and legal representatives of any **Assured** in the event of such **Assured**'s death, incapacity, insolvency or bankruptcy, but only to the extent that such **Assured** would otherwise be provided coverage under this Insurance; and

D. "**Assured Organization**" means the **Named Assured** and any **Subsidiary.**

E. "**Bodily Injury**" means physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting therefrom.

F. "**Claim**" means a written demand received by any **Assured** for money or services, including the service of suit or institution of arbitration proceedings. "Claim" shall also mean initiation of a suit seeking injunctive relief.

Multiple Claims arising from the same or a series of related or repeated acts, errors or omissions or from any continuing acts, errors or omissions shall be considered a single Claim for the purposes of this Policy, irrespective of the number of Claimants or **Assureds** involved in the Claim. All such Claims shall be deemed to have been made at the time of the first such Claim.

G. "**Claims Expenses**" means:

1. reasonable and necessary fees charged by an attorney designated by the **Underwriters**; and

2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, suit or proceeding arising in connection therewith, incurred by the **Assured** with the prior written consent of the **Underwriters**;

Claims Expenses do not include any salary, overhead or other charges of or by the **Assured** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this Policy.

H. "**Computer Systems**" means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:

1. operated by and either owned by or leased to the **Assured Organization**; or

2. operated by a third party service provider and used for the purpose of providing hosted computer application services to the **Assured Organization** or for processing, maintaining, hosting or storing the **Assured Organization's** electronic data, pursuant to written contract with the **Assured Organization** for such services.

I. "**Damages**" means a monetary judgment, award or settlement.

The term Damages shall not include or mean:

1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Assured**, or the costs of complying with orders granting injunctive or equitable relief;

2. return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided;

3. costs incurred by the **Assured** to correct, re-perform or complete any **Professional Services**, **Media Activities** or **Technology Based Services**;

4. any Damages which are a multiple of compensatory Damages, fines, taxes or loss of tax benefits, sanctions or penalties;

5. punitive or exemplary Damages;

6. discounts, coupons, prizes, awards or other incentives offered to the **Assured**'s customers or clients;

7. liquidated Damages to the extent that such Damages exceed the amount for which the **Assured** would have been liable in the absence of such liquidated Damages agreement; or

8. any amounts for which the **Assured** is not liable, or for which there is no legal recourse against the **Assured**.

J." **Deductible**" means the amount stated in Item 4 of the Declarations.

K. "**Extended Reporting Period**" means the 30 day period of time after the end of the **Policy Period** for reporting **Claims** as provided in Section IX of this Policy.

L. "**Limit of Liability**" means the amount mentioned in Item 3(b) of the Declarations.

M. "**Malicious Code**" means any virus, Trojan Horse, worm or other similar software program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread itself from one computer to another.

N. "**Media Communication**" means the display, broadcast, dissemination, distribution or release of **Media Material** to the public by the **Assured Organization**.

O. "**Media Material**" means information in the form of words, sounds, numbers, images, or graphics in electronic, print or broadcast form, including **Advertising**, but does not mean computer software.

P. "**Media Activities**" means **Media Communication**s and/or the gathering, collection or recording of **Media Material** for inclusion in any **Media Communication** in the ordinary course of the **Assured Organization's** business.

Q. "**Named Assured**" means the organization named in Item 1 of the Declarations.

R. "**Policy Period**" means the period of time between the inception date shown in Item 2 of the Declarations and the effective date of termination, expiration or cancellation of this Policy and specifically excludes any **Extended Reporting Period** or any prior policy period or renewal period.

S. "**Professional Services**" means Professional Services performed for others by or on behalf of the **Assured Organization,** but does not include **Technology Based Services**, **Media Activities**, any services involving the creation, development, sale, distribution, installation, licensing or manufacturing of **Technology Products**, or work or activities performed by or on behalf of the **Assured Organization** or for the **Assured Organization** as an accountant, architect, surveyor, health care provider, lawyer, insurance or real estate agent or broker, or civil or structural engineer.

T. "**Property Damage**" means physical injury to or destruction of any tangible property, including the loss of use thereof.

U. "**Retroactive Date**" means the date mentioned in Item 6 of the Declarations.

V. "**Subsidiary**" means any entity in which the **Named Assured** either directly or indirectly through one or more entities:

(a) controls the composition of the board of directors; or
(b) holds more than half of the issued share capital; or
(c) controls more than half of the voting power.

at the commencement of this Policy (or during the **Policy Period** for the purpose of Section XVI - A).

For the purpose of this Policy the term 'Subsidiary' shall also include any incorporated entity or partnership, but only to the extent of the **Named Assured's** financial interest in that entity.

For any **Subsidiary** or **Assured** thereof, cover under this Policy shall only apply while such entity is a subsidiary of the **Named Assured**.

W. "**Technology Based Services**" means computer and electronic technology services, including data processing, Internet services, data and application hosting, **Computer Systems** analysis, technology consulting and training, custom software programming for a specific client of the **Assured Organization**, computer and software systems installation and integration, computer and software support, and network management services performed by the **Assured**, or by others acting under the **Assured Organization's** trade name, for others for a fee, but shall not mean **Technology Products**.

X. "**Technology Products**" means a computer or telecommunications hardware or software product, or related electronic product that is created, manufactured or developed by the **Assured Organization** for others, or distributed, licensed, leased or sold by the **Assured Organization** to others, for compensation, including software updates, service packs and other maintenance releases provided for such products.

Y. "**Theft of Data**" means the unauthorized taking, misuse or disclosure of information on **Computer Systems**, including but not limited to charge, debit, and credit card information, banking, financial, and investment services account information, proprietary information, and personal, private, and confidential information.

Z. "**Underwriter"** means the entity named in Item 10 of the Declarations

AA. **"Unauthorized Access**" means:

1. the use of or access to **Computer Systems** by a person not authorized to do so by the **Assured Organization**; or

2. the authorized use of or access to **Computer Systems** in a manner not authorized by the **Assured Organization**.

VII. LIMIT OF LIABILITY

A. The **Limit of Liability** stated in Item 3(a) of the Declarations for "Each **Claim**" is the limit of **Underwriters** Liability for all **Damages** and **Claims Expenses** arising out of each **Claim**.

B. The "Aggregate for the **Policy Period** stated in Item 3(b) of the Declarations is **Underwriters'** combined total **Limit of Liability** for all **Damages** and **Claims Expenses** arising out of all **Claim**s or circumstances which might lead to a **Claim** which are covered under the terms and conditions of this Policy, and neither the inclusion of more than one **Assured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the **Limit of Liability**.

C. The **Limit of Liability** for the **Extended Reporting Period** shall be part of and not in addition to the **Limit of Liability** of the **Underwriters** for the **Policy Period**.

VIII. DEDUCTIBLE

The **Deductible** applies separately to each **Claim**. The **Deductible** shall be satisfied by monetary payments by the **Named Assured** of **Damages** and **Claims Expenses** resulting from **Claims** first made and reported to the **Underwriters** during the **Policy Period** and the **Extended Reporting Period**. Satisfaction of the **Deductible** is a condition precedent to the payment by the **Underwriters** of any amounts hereunder, and the **Underwriters** shall be liable only for the amounts in excess of such **Deductible** subject to **Underwriters'** total liability not exceeding the **Limits of Liability** stated in Items 3(a) and 3(b) of the Declarations. The **Named Assured** shall make direct payments within the **Deductible** to appropriate other parties designated by the **Underwriters**.

IX. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

A. It is a condition precedent to the liability of **Underwriters** that if any **Claim** is made against the **Assured**, the **Assured** shall immediately, and in any event within 30 days and in any case within the **Policy Period**, forward to **Underwriters** through persons named in Item 7. of the Declarations written notice of such **Claim** in the form of a telecopy, or express or certified mail together with every demand, notice, summons or other process received by the **Assured** or the **Assured**'**s** representative.

B. It is a condition precedent to the liability of **Underwriters** that if during the **Policy Period** the **Assured** first becomes aware of any circumstance that could reasonably be the basis for a **Claim** it must immediately, and in any event within 30 days, give written notice to **Underwriters** in the form of a telecopy, or express or certified mail through persons named in Item 7. of the Declarations during the **Policy Period** of:

1. the specific details of the act, error or omission in the provision of **Professional Services**, **Media Activities** or **Technology Based Services** or relating to **Technology Products** that could reasonably be the basis for a **Claim**;

2. the injury or damage which may result or has resulted from the circumstance; and

3. the facts by which the **Assured** first became aware of the act, error or omission.

Any subsequent **Claim** made against the **Assured,** and reported to the **Underwriters** in writing, which alleges, arises out of, is based upon or attributable to such circumstances or alleging any act, error which is the same as or related to any act, error or omission in the such circumstances, shall be considered first made against the **Assured** and reported to the **Underwriters** at the time the facts or circumstances were first reported, if accepted by the **Underwriters.** .

C. A **Claim** shall be considered to be reported to the **Underwriters** when written notice is first received by **Underwriters** in the form of a telecopy, or express or certified mail through persons named in Item 7. of the Declarations of the **Claim.**.

D. If any **Assured** shall make any **Claim** under this Policy knowing such **Claim** to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

X. ASSISTANCE AND COOPERATION OF THE ASSURED

It is a condition precedent to the liability of **Underwriters** that:

1. The **Assured** shall cooperate with the **Underwriters** in all investigations, including investigations regarding the application for and coverage under this Policy, and

2. The **Assured** shall execute or cause to be executed all papers and render all assistance as is requested by the **Underwriters**, and

3. The **Assured** shall provide all the information, documentation, records and other assistance that **Underwriters** and/or their representatives may require, and

4. The **Assured** shall not to take any action which in any way increases **Underwriters'** exposure under the Policy.

5. Upon the **Underwriters'** request, the **Assured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Assured** because of acts, errors or omissions with respect to which insurance is afforded under this Policy; and the **Assured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

6. The **Assured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgement or award or dispose of any **Claim** without the written consent of **Underwriters**.

Expenses incurred by the **Assured** in assisting and cooperating with **Underwriters**, as described above, do not constitute **Claims Expenses** under the Policy.

XI. OTHER INSURANCE

This Policy shall apply in excess of any other valid and collectible insurance available to any **Assured**, including any self insured retention or deductible portion thereof unless such other insurance is written only as specific excess insurance over the **Limit of Liability** of this Policy with the prior consent of the **Underwriters**.

XII. ACTION AGAINST UNDERWRITERS

No action shall lie against the **Underwriters** or their representatives unless, as a condition precedent thereto: (1) there shall have been full compliance with all terms of this Policy; and (2) until the amount of the **Assured**'s obligation to pay shall have been finally determined either by judgment or award against the **Assured** after actual trial or arbitration or by written agreement of the **Assured**, the Claimant and the **Underwriters**.

Any person or organization or the legal representative thereof who has secured such judgment, award or written agreement shall thereafter be entitled to make a **Claim** under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the **Underwriters** as a party to an action or other proceeding against the **Assured** to determine the **Assured**'s liability, nor shall the **Underwriters** be impleaded by the **Assured** or his legal representative.

Bankruptcy or insolvency of the **Assured** or of the **Assured**'s estate shall not relieve the **Underwriters** of its obligations hereunder.

XIII. SUBROGATION

In the event of any payment under this Policy, the **Underwriters** shall be subrogated to all the **Assured**s' rights of recovery therefore against any person or organization, and the **Assured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Assured** shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to **Damages** and **Claims Expenses** paid by **Underwriters**, and third to the **Deductible**. Any additional amounts recovered shall be paid to the **Named Assured**. However, the **Underwriters** will not subrogate against any person insured under this Policy unless that person is found to have committed a criminal act by final determination, by final adjudication or admission.

XIV. ENTIRE AGREEMENT

By acceptance of the Policy, all **Assureds** agree that this Policy embodies all agreements between them and the **Underwriters** relating to this Policy. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop the **Underwriters** from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy, signed by **Underwriters**.

Words and phrases that appear in bold have special meaning, as per Section VI of the Policy.

XV. MERGERS AND ACQUISITIONS

A. During the **Policy Period**, if the **Named Assured** or any **Subsidiary** acquires another entity whose annual revenues are more than ten percent (10%) of the **Named Assured**'s total annual revenues as set forth in the most recent Application for insurance or which undertakes professional services which are different from the professional services of the **Assured**; then no **Assured** shall have coverage under this Policy for any **Claim** that arises out of any act, error or omission, whether committed either before or after such acquisition:

1. by the acquired entity or any person employed by the acquired entity; or

2. involving or relating to the assets, liabilities, or **Computer Systems** of the acquired entity;

unless the **Named Assured** gives the **Underwriters** written notice at least 30 days prior to the acquisition, obtains the written consent of **Underwriters** to extend coverage to such additional entities, assets or exposures, and agrees to pay any additional premium required by **Underwriters**.

B. If during the **Policy Period** the **Assured Organization** consolidates or merges with or is acquired by another entity, or sells substantially all of its assets to any other entity, then all coverage under this Policy shall terminate at the date of the consolidation, merger or acquisition unless the **Named Assured** provides written notice to **Underwriters** at least 30 days prior to such consolidation, merger or acquisition, and the **Named Assured** has agreed to any additional premium and terms of coverage required by **Underwriters**, and **Underwriters** have issued an endorsement extending coverage under this Policy.

C. All notices and premium payments made under this section shall be directed to **Underwriters** through the entity named in Item 8. of the Declarations.

XVII. ASSIGNMENT

The interest hereunder of any **Assured** is not assignable. If the **Assured** shall die or be adjudged incompetent, such insurance shall cover the **Assured**'s legal representative as the **Assured** as would be permitted by this Policy.

XVII. CANCELLATION

The **Insured** may cancel the Policy by giving 15 days' notice in writing to the **Insurer** and the **Insurer** shall refund premium for the unexpired **Policy Period** at the short period scales specified below.

Days insurance in force	Percent of the annual premium retained by **Insurer**
1 to 90	35%
91-180	65%
181-270	80%
Above 270	100%

The **Insurer** may cancel the Policy on grounds of mis-representation, fraud, non-disclosure of material facts or non-co-operation of the **Insured** by giving 30 days' notice in writing to the **Insured** and the **Insurer** shall refund a pro-rata premium for the unexpired **Policy Period** provided there are no losses reported during the **Policy Period**

XVII. SINGULAR FORM OF A WORD

Whenever the singular form of a word is used herein, the same shall include the plural when required by context.

XIX. TITLES OF PARAGRAPHS

The titles of paragraphs sections, provisions or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

XX. WARRANTY BY THE ASSURED

By acceptance of this Policy, all **Assured**s agree that the statements contained in the Application, any Application for Policy of which this Policy is a renewal, and any supplemental materials submitted therewith are their agreements and representations, that they shall be deemed material to the risk assumed by **Underwriters**, and that this Policy is issued in reliance upon the truth thereof.

The misrepresentation or non-disclosure of any matter by the **Assured** or its agent in the Application, any Application for insurance of which this Policy is a renewal, or any supplemental materials submitted therewith will render the Policy null and void and relieve the **Underwriters** from all liability under the Policy.

XXI. NAMED ASSURED AS AGENT

The **Named Assured** shall be considered the agent of all **Assureds**, and shall act on behalf of all **Assureds** with respect to the giving of or receipt of all notices pertaining to this Policy, the acceptance of any endorsements to this Policy, and the **Named Assured** shall be responsible for the payment of all premiums and **Deductibles**.

XXII NO HIGHER LIMITS PURCHASED WARRANTY

In consideration of the premium charged for this Policy, it is hereby warranted that during the **Policy Period** the **Assured** will not purchase any insurance excess of the Limit of Liability stated in the Declarations unless **Underwriters** hereon have agreed that such excess insurance may be purchased. **Underwriters** expressly have the right to amend any of the terms and conditions of this Policy as a condition of agreeing that such insurance may be purchased.

XXIII ALLOCATION

In the event of a **Claim** which involves both matters covered and not covered under this Policy, a fair and proper allocation of any **Claim Expenses** and **Damages** and any other costs payable under the policy, and shall be made between the **Assured** and the **Underwriters** taking into account the relative legal and financial exposures.

XXIV GOVERNING LAW AND JURISDICTION

This Policy shall be governed by and construed in accordance with the laws of India and it is agreed that the courts of India shall have exclusive jurisdiction to determine any disputes which arise in relation to this Policy.

XXV NOTICE OF OCCURRENCE OR CLAIM

Notice of Occurrence or Claim shall be given to the Insurers at Registered Address
ICICI Lombard House
414, P.Balu Marg, Off Veer Sawarkar Marg, near Siddhivinayak Temple,
Prabhadevi Mumbai-400025
customersupport@icicilombard.com

XXVI. Claim Clause/ Settlement of Claim:

1) Claim Intimation: Connect with us via: Toll-free no.: 1800 2666,
Email ID: customersupport@icicilombard.com, on our website:
https://coclaims.icicilombard.com/claimstracker/CommercialClaims/ccplandingpage.aspx
Register the claim and submit claim related documents along with claim form. You will receive a claim reference number as your reference point for future correspondence.

2) File an FIR: In case of third-party property damage/bodily injury, fire etc. if applicable as per policy terms and conditions.

3) Surveyor Appointment: Your Claims Manager (CSM) will contact you and appoint a licensed surveyor basis claim eligibility within 24 hours of reporting the claim

4) Documents: submit documents to the assigned CSM/Surveyor.

List of documents which are necessary and relevant to the claim are as below:

1. Claim bill / Claim Form duly filled up
2. Photographs / Video of damaged property/item under claim
3. Document/s in support of admissibility of the claim, for instance, all proceedings filed before the courts, communications exchanged with the insured, invoices, payment proofs, internal /external investigation report of the insured, Insureds counsel opinion on merits and demerits of
   the case, insured counsel engagement letter etc.
4. FIR / Final Police investigation report wherever applicable
5. For items which are to be repaired or reinstated, repair/ replacement quotation, invoice and payment proofs for each and every item as claimed.
6. For items which are under claim & not to be repaired or reinstated, documents substantiating the quantum & value of the items under claim
7. Offer for retention of salvage, if any
8. KYC / NEFT Details as per AML guidelines
9. Invoice copy / Goods Receipt Note / Monetary Claim on carrier / Damage Certificate
10. Any other document which may be specified by the surveyor post completion of initial survey

5) Assessment Approval: Repair/Replacement details submitted in support of the claim will be assessed and approved by CSM/surveyor

6) Salvage: The amount that is assessed which the damaged asset will fetch in the open market *(wherever applicable).*

7) Turnaround Time (TAT): Assessment sheet /Survey report will be furnished within 15 days of receipt of claim form and documents. Claim will be decided within 7 days of receipt of the assessment sheet / survey report, as applicable *(Applicable to Retail policyholder).*

XXVII. GRIEVANCE REDRESSEL

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). 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/ or IRDAI Grievance Call Centre (IGCC) at their toll free no. 1800 4254 732 / 155255.
You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: www.irdai.gov.in, or on the Company's website at www.icicilombard.com.

The details of Insurance Ombudsman are available below:-

S no.	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	AHMEDABAD Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2	BENGALURU Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
3	BHOPAL	Madhya Pradesh,

	Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Chattisgarh.
4	BHUBANESHWAR Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email:bimalokpal.bhubaneswar@cioins.co.in	Odisha.
5	CHANDIGARH Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territory of Jammu & Kashmir, Ladakh & Chandigarh.
6	CHENNAI Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
7	DELHI Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road,	Delhi & following District of Haryana – Gurugram, Faridabad, Sonepat and Bahadurgarh

	New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	
8	ERNAKULAM Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Puducherry.
9	GUWAHATI Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	HYDERABAD Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and Part of Territory of Puducherry.
11	JAIPUR Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Rajasthan.

	Tel.: 0141- 2740363/2740798 Email: Bimalokpal.jaipur@cioins.co.in	
12	KOLKATA Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
13	LUCKNOW Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
14	MUMBAI Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region Excluding (Navi Mumbai & Thane).
15	NOIDA Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar,

		Ghaziabad, Hardoi, Shahjahanpur
16	PATNA Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
17	PUNE Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).
18	THANE Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West) Thane - 400604 Email: bimalokpal.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T.

The updated details of Insurance Ombudsman are available on IRDAI website: www.irdai.gov.in, on the website of General Insurance Council: www.generalinsurancecouncil.org.in, Underwriter's website www.icicilombard.com or from any of **Our** offices.

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. *(Applicable to commercial entities only)*