I-Select Liability Insurance

Preamble

In consideration of the receipt of premium, and in reliance of the statements made and the information contained in the **Proposal** (which are a part of and form the basis of this Policy) and subject to the terms and conditions of this Policy, the **Insurer** and the **Insured** agree as follows:

This is a "Claims Marimde" Policy, unlecss specified otherwise in any of the Sections, which means it, covers only claims first made in writing against the Insured during the Policy Period on or after the Retroactive Date shown in the Schedule, or if no Retroactive Date is provided, then the inception date of the Policy or renewal date, shown in the Schedule attached hereto.

Each section sets out the scope of the main coverage and the circumstances in which **Insurer's** liability to **Insured** is limited or may be excluded.

This Policy, the Schedule (including any Schedule issued in substitution) and any clauses thereon shall be considered one document and any word or expression to which a specific meaning has been ascribed in the **Definitions** bears that specific meaning wherever it appears in this Policy.

Further, each section sets out other terms and conditions relevant to that section. The cover provided by each section is only operative if stated as '**Insured**' in the **Schedule** and terms, conditions and exclusions set out are exclusively applicable to each section and shall not be used for any other section, unless explicitly stated under the Policy.

Where any **Schedule** heading or sub- heading states 'N/A', 'Not Applicable' or 'Not insured' then no cover applies for that item.

Additional clauses setting out exclusions or limitations may apply to more than one section.

Limits of cover for each section

Insurer's total liability under this Policy shall not exceed the Combined Single Aggregate Limit stated in the **Schedule** for all **Claims**, occurrences of a series of events consequent upon or attributable to one source or original cause;

If any **Claim** or occurrence gives rise to liability under more than one section, **Insurer's** total liability for all **claims** and occurrences of a series consequent upon or attributable to one source or original cause, shall not exceed the single aggregate limit available under the sections providing cover.

ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED
UIN: IRDAN115CP0007V01202122

The following shall be conditions precedent to any liability of the Insurer:

a. The truth of the **Proposal Form**
b. Observance of the terms of this Policy relating to anything to be done or complied with by the **Insured**.

POLICY SCHEDULE

1. **Insured**:

2. Business of the **Insured**

3. **Professional Services** of the **Insured**

4. Mailing Address of the **Insured** :

5. Paid Up Capital (to be filled only when opting for Public Liability Insurance Act, 1991 ('PL Act') Section): INR____

6. **Policy Period** : From : ____ To: _____

7. **Extended Reporting Period** _____

8. **Retroactive Date/Prior Acts Exclusion date**:

9. **Prior and Pending Litigation Date** (as applicable):

10. Combined Single Aggregate limit: _____
(for all **Claims** in the aggregate during the **Policy Period)**

11. Section-Wise Table:

Sections	Applicable Yes/No	Aggregate Limit	**Deductible** (Each and Every **Claim**)	Extensions	Applicable Yes/No	Extension (Sub-limit)
1 CGL						
2 D&O						
3 Cyber						

4 Employee Dishonesty/Commercial Crime						
5 PI						
6 Public Liability-Act *Note: AOA Limit is one third of aggregate limit mentioned herein*						

12. Premium Table as below:

A) Total Premium (for Sections other than PL Act)	XXX
GST	XXX
B) PL Act	XXX
GST on PL Act	XXX
C) Environment Relief Fund (ERF)	XXX
Total amount received	XXX

13. **Territory**

CGL	D&O	Cyber	Employee Dishonesty	PI	PL

14. **Jurisdiction**:

CGL	D&O	Cyber	Employee Dishonesty	PI	PL

15. Turnover:

16. Co-Insurance Details:

17. **Insurer** Contact Details:

18. Intermediary Details: Intermediary Name:

Intermediary Code:

19. Endorsements Applicable at Inception:

20. Additional Information:

SECTION I – COMMERCIAL GENERAL LIABILITY

Insuring Clause:

The **Insurer** will indemnify the **Insured** named in the **Schedule** hereto against a **Claim** first made against the **Insured** during the **Policy Period** and notified to the **Insurer** during the **Policy Period** or in the **Extended Reporting Period**, if applicable and reported to the **Insurer** as required under this Policy in respect of:

Coverage A: Bodily Injury and Property damage Liability

The **Insurer,** subject to all of the terms and conditions of this Policy, will pay damages that the **Insured** becomes legally obligated to pay by reason of liability imposed by law for **bodily injury** or **property damage** caused by an **Occurrence** to which this coverage applies.

Coverage B: **Personal** and **Advertising Injury**

1. The **Insurer** will pay those sums that the **Insured** becomes legally obligated to pay as damages because of **Personal** and **Advertising Injury** to which this Policy applies. The Coverage applies to **Personal** and **Advertising Injury** caused by an offense arising out of **Insured's** business specified in the **Schedule**, subject to the terms and conditions of the Policy.

The **Insurer** has the right and duty to defend the **Insured** against any **Claim** seeking damages.
The **Insurer** may, at its discretion, investigate any **Occurrence** and settle any **Claim** or Suit that may result. Given that:

(a) The amount paid for damages is limited as described in the **Limit of Liability**; and
(b) The **Insurer's** right and duty to defend ends when the applicable limit of insurance has been exhausted in the payment of judgments or settlements under Coverages.

Coverage A and B applies only if:

(a) **Claim** is caused by an **Occurrence**/offense committed in the **Policy Territory** defined in the **Schedule**;
(b) **Claim** did not occur before the **Retroactive Date**, if any, specified in the **Schedule** or after the end of the **Policy Period**; and

(c) **Claim** is first made against any **Insured**, in accordance with paragraph below, during the **Policy Period** or any **Extended Reporting Period**.

A **Claim** by a person or organization seeking damages against the **Insured** 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 the **Insurer** in writing

ii) When the **Insurer** makes settlement in accordance with Coverage A and B above.

All **Claims** for damages because of **Bodily Injury** to the same person, including damages 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 of the first of those **Claims** is made against any **Insured.**

All **Claims** for **Property damage** causing loss to the same person or organization will be deemed to have been made at the time of the first of those **Claims** is made against any **Insured.**

All **Claims** for damages **Personal** and **Advertising Injury** to the same person or organization as a result of an offense will be deemed to have been made at the time of the first of those **Claims** is made against any **Insured.**

Limit of Liability applicable to Section 1

The Limit of Liability of Section 1 specified in the **Schedule** and the rules below specify the maximum, total and cumulative amount **Insurer** will pay regardless of the number of:

(i) **Insureds;**
(ii) **Claims** made or brought; or
(iii) Persons or organizations making or bringing **Claims**

1. The General Aggregate Limit (other than Products / Completed Operations) and Products / Completed Operations Aggregate Limit is the maximum, total and cumulative amount **Insurer** will pay for the sum of:

a. Damages under **Coverage A**, except damages because of "**Bodily Injury**" or "**Property damage**" included in "**Products Completed Operations Hazard**"; and

b. Damages under **Coverage B**.

c. The Products/Completed Operations Aggregate Limit is the maximum and total amount **Insurer** will pay under Coverage A for damages because of "**Bodily Injury**" and "**Property damage**" included in "**Products Completed Operations Hazard**".

2. Subject to Paragraph 1 above, the "**Personal** and **Advertising Injury**" Limit is the maximum, total and cumulative amount **Insurer** will pay under Coverage B for the sum of all damages because of all "**Personal** and **Advertising Injury**" sustained by any one person or organization.

3. Subject to Paragraph 1 or 2 above, whichever applies, each "**Occurrence**" Limit is the maximum and total amount **Insurer** will pay for the sum of:

a. Damages under Coverage A, and

b. The Limits of Liability apply separately to each consecutive annual **Period** and to any remaining **Period** of less than 12 months, starting with the beginning of the "**Policy Period**", unless the "**Policy Period**" is extended after issuance for an additional **Period** of less than 12 months.

In that case, the additional **Period** will be deemed part of the last preceding "**Policy Period**" solely for purposes of determining the Limits of Liability.

DEDUCTIBLE applicable to Section 1

This Policy covers an amount in excess of the **Deductible**(s) specified in the **Schedule** and ultimately **Insureds** are responsible for amounts within such **Deductible**(s), regardless of whether **Insurer** pay or incur amounts within the **Deductible**(s).

The **Deductible** amount applies–

a) To General Aggregate Limit (other than Products/Completed Operations) and "**Personal** and **Advertising Injury**" Limit, to all damages because of "**Bodily Injury**" or "**Property damage**" or "**Personal** and **Advertising Injury**";
b) Under Product/Completed Operations Limit, to all damages because of "**Bodily Injury**" or "**Property damage**" or "**Personal** and **Advertising Injury**"; as a result of any one "**Occurrence**" regardless of the number of persons or organizations who sustain damages because of that "**Occurrence**".

The applicable **Deductible** amount specified in the Policy **Schedule** applies separately to each separate **Claim** under the applicable coverage under the Policy.
The terms of this Policy, including those with respect to:
(a) **Insurer** right and duty to defend the **Insured** against **Claims** seeking those damages; and
(b) **Insured's** duties in the event of an "**Occurrence**", **Claim** apply irrespective of the application of the **Deductible** amount specified in the **Schedule**.

Subject to the terms and conditions of the Policy, the **Insurer** may pay any part or the sum total of the **Deductible** amount specified in the **Schedule** towards settlement of any **Claim** and, upon notification of the action taken, **Insured** shall be bound to promptly reimburse **Insurer** for such part of the **Deductible** amount that has been paid by **Insurer**, If **Insurer** pay or incur damages or expenses then it is a condition of this Policy that **Insured** must reimburse **Insurer** within thirty (30) days of **Insurer's** request for these amounts up to the amount of the applicable **Deductible**(s) specified in the **Schedule**.

Definitions applicable to only section 1

1) Act of Terrorism

Means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

(a) Involves violence against one or more persons;
(b) Involves damage to property;
(c) Endangers life other than that of the person committing the action;
(d) Creates a risk to health or safety of the public or a section of the public; or
(e) Is designed to interfere with or to disrupt an electronic system.

2) Advertisement

Includes to mean a notice that is broadcasted or published to the general public or specific market segments about **Insured**'s goods, products or services primarily for marketing **Insured's** goods, products or services, attracting customers or supporters for the purposes of this definition. Provided that:

(a) Content published include material placed on the internet and/or on similar electronic means of communication; and
(b) With respect to the website of the **Insured** or any other person and/or entity, only that part of a website that is about **Insured**'s goods, products or services for the purposes of marketing and attracting customers or supporters is considered an **Advertisement**.

3) Advertising Injury shall mean:

(a) Oral or written publication, in any manner, of material that may amount to slanders or libels to a person or organization or disparages a person's or disparages organization's goods, products or services;
(b) Oral or written publication, in any manner, of material that violates a person's right of privacy;
(c) The use of another's advertising idea in **Insured**'s **Advertisement**; or
(d) Infringing upon another's copyright, trade dress or slogan in **Insured**'s **Advertisement**.

4) Auto

(a) A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attachment machinery or equipment; or
(b) Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. However, it does not include equipment.

5) Bodily Injury

Means physical injury, sickness or disease sustained by a person, including death resulting therefrom but not including:

a) libel, slander, false arrest, wrongful conviction, wrongful detention, mental anguish, mental injury or shock.
b) infringement of plans, copyright, patent, trade name, trademark, registered design.

6) Claim

Means a civil proceeding in which damages because of **Bodily Injury, Property damage** or **Personal** and **Advertising Injury** to which this Policy applies, are alleged. **Claim** includes:

a) An arbitration proceeding in which damages are claimed and to which the **Insured** must submit or does submit with our prior written consent; or
b) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **Insured** submits with our prior written consent.

7) Employee
Means any natural person who receives remuneration directly from the **Insured** and whose work is controlled and directed by that **Insured** and it includes a **Leased Worker,** however does not include **Temporary worker.**

8) Executive Officer
Means a person holding any of the officer positions created by **Insured**'s charter, constitution, by-laws or any other similar governing document.

9) Extended Reporting Period
Means the period, mentioned in the **Schedule**, following expiry of **Policy Period**, during which written notice of any **Claim**/circumstance first made against the **Insured** during the **Policy Period** may be given to the **Insurer** subject to the terms and conditions of the Policy.

10) Impaired Property
Means tangible property, other than **Insured's** Product or Work, that cannot be used or is less useful because:
(a) It incorporates **Insured**'s Product or Work that is known or thought to be defective, deficient, inadequate or dangerous; or
(b) The **Insured** has failed to fulfil the terms of a contract or agreement.
If such property can be restored to use by the repair, replacement, adjustment or removal of **Insured**'s Product or Work or fulfilling the terms of a contract or agreement, then it shall not be included within the meaning of **Impaired Property**.

11) Insured
If you are designated in the declarations as:

a. An individual, you and your spouse are **Insureds**, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an **Insured**. Your members, your partners and their spouses are also **Insureds**, but only with respect to the conduct of your business.

c. A limited liability company, you are an **Insured**. Your members are also **Insureds**, but only with respect to the conduct of your business. Your managers are **Insureds**, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an **Insured**. Your executive officers and directors are **Insureds**, but only with respect to their duties as

your officers or directors. Your stockholders are also **Insureds**, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

a. Your **Employees**, other than either your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **Employees** is an **Insured** for:

(1) "**Bodily Injury**" or "**Personal Injury**":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-**Employee** while that co-**Employee** is either in the course of his or her employment or performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-**Employee** as a consequence of paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) **Property Damage** to property:

(a) Owned, occupied, or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your **Employees**, any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your **Employee**) or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this coverage part.

3. With respect to **Mobile Equipment** registered in your name under any motor vehicle registration law, any person is an **Insured** while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an

Insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an **Insured** with respect to:

a. **Bodily Injury** to a co-**Employee** of the person driving the equipment; or

b. **Property Damage** to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an **Insured** under this provision.

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an **Insured** if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to **Bodily Injury** or **Property Damage** that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to **Personal Injury** or **Advertising Injury** arising out of an offense committed before you acquired or formed the organization.

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as an **Insured** in the **Schedule**.

12) Insured Contract

(a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the **Insured** or temporarily occupied by the **Insured** with permission of the owner is not an **Insured** contract.

(b) An elevator maintenance agreement.

(c) That part of any other contract or agreement pertaining to **Insured**'s designated operation specified in the Policy **Schedule** under which **Insured** assumes the tortious liability of another party to pay for **Bodily Injury** or **Property damage** to a third person or organisation. Tort liability means a liability that would be imposed in the absence of any contract or agreement.

13) Insured's Product

(a) Means

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
   (i) **Insured**;
   (ii) Others trading under the **Insured**'s name; or
   (iii) A person or organization whose business or assets the **Insured** has acquired, and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

(b) Includes

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Insured**'s **Product**; and

b. The providing of or failure to provide warnings or instructions.

(c) Does not include vending machines or other property rented to or located for the use of others but not sold.

14) Insured's Work

(a) Means

a. Work or operations performed by the **Insured** or on behalf; and

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

(b) Includes

a. Warranties or representations made at any time with respect to the fitness, quality, durability performance or use of **Insured**'s Work; and

b. The providing of or failure to provide warnings or instructions.

15) Leased Worker

Means a person hired by the **Insured** through a labour leasing firm under an agreement between the **Insured** and the labour leasing firm, to perform duties related to the conduct of business. **Leased worker** does not include a **Temporary worker**.

16) Loading or Unloading

Means the handling of property:

(a) After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or Auto;

(b) While it is in or on an aircraft, watercraft or Auto; or

(c) While it is being moved from an aircraft, watercraft or Auto to the place where it is finally delivered,

But **Loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or Auto.

17) Mobile Equipment

Means any of the following types of land vehicles, including any attached machinery or equipment:

(a) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

(b) Vehicles maintained for use solely on or next to premises owned or rented by the **Insured**;

(c) Vehicles that travel on crawler treads;

(d) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted equipment;

(e) Vehicles not described in paragraph a, b, c or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, **Mobile Equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally

garaged land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are included within the definition of **Auto**(s).

18) Occurrence

Means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

19) Personal Injury means injury that may include consequential **Bodily Injury** arising out of one or more of the following offenses:

(a) False arrest, detention or imprisonment;

(b) Malicious prosecution;

(c) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

20) Products Completed Operations Hazard

(a) Includes all **Bodily Injury** and **Property damage** occurring away from premises owned or rented by the **Insured** and arising out of **Insured**'s **Product** or **Work** except:

1) **Products** that are still in **Insured's** physical possession; or

2) Work that has not yet been completed or abandoned. However, **Insured**'s Work will be deemed completed at the earliest of the following times:

(i) When all of the work called for in **Insured**'s contract has been completed.

(ii) When all of the work to be done at the job-site has been completed if **Insured**'s contract calls for work at more than one job-site.

(iii) When that part of the work done at a job-site has been put to its intended use by any person or organization other than another contractor or sub-contractor working on the same project.

(b) Work that may need service, maintenance, correction, repair or replacement but which is otherwise complete, will be treated as completed for the purpose of this Policy. Does not include **Bodily Injury** or **Property damage** arising out of:

1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the **Insured**, and that condition was created by the Loading or unloading of that vehicle by any **Insured**;

2) The existence of tools, uninstalled equipment or abandoned or unused materials.

21) Property damage

Means

(a) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it, or

(b) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the first **Occurrence** that caused it.

For the purpose of this Policy, electronic data is not tangible property, which means to include information, facts or programs stored as or on, created or used on, or transmitted to or from, computer

software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

22) Temporary worker

Means a person who is engaged by the **Insured** to substitute an **Employee** on leave or to meet seasonal or short-term workload conditions.

23) Volunteer Worker

Means a person who is not **Insured**'s **Employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by the **Insured**, and is not paid a fee, salary or other compensation by the **Insured** or anyone else for their work performed for the **Insured**.

Exclusions applicable to Section I

The **Insurer** shall not be liable to pay in case of:

1. Abuse or Molestation

Bodily Injury or **Property damage** arising out of actual, alleged, attempted, proposed or threatened sexual, physical or psychological abuse or molestation, including assault and battery, whether or not intended or expected from the standpoint of any **Insured**, any perpetrator of the abuse or molestation or any other person or organization.

2. Aircraft, Auto or Watercraft

Bodily Injury or **Property damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **Auto** or watercraft owned or operated by or rented or loaned to any **Insured**. Use includes operation and **Loading or Unloading**.

This exclusion applies even if the **Claims** against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**, if the **Occurrence** which caused the **Bodily Injury** or **Property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft, **Auto** or watercraft that is owned or operated by or rented or loaned to any **Insured**.

This exclusion does not apply to:

(1) A watercraft while ashore on premises owned or rented by the **Insured**;

(2) A watercraft not owned by the **Insured** that is:
   (a) Less than 15 feet long; and
   (b) Not being used to carry persons or property for a charge;

(3) Parking an **Auto** on, or on the ways next to, premises owned or rented by the **Insured**, provided the **Auto** is not owned by or rented or loaned to the **Insured**;

(4) Liability assumed under any **Insured Contract** for the ownership, maintenance or use of aircraft or watercraft; or

(5) **Bodily Injury** or **Property damage** arising out of the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **Mobile Equipment**

if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

3. Aircraft Product

Bodily Injury or **Property damage** or **Personal** and **Advertising Injury** arising out of any of **Insured's Product** which finds its application into the structure, machinery or control of any aircraft, spacecraft, rocket or any aviation vehicle.

4. Alcoholic Beverage Liability

Bodily Injury or **Property damage** for which any **Insured** may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the **Claims** against any **Insured** allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that **Insured**; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

If the **Occurrence** which caused the **Bodily Injury** or **Property damage**, involved that which is described in Paragraph (1) or (2) above.

However, this exclusion applies only if the **Insured** is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on **Insured**'s premises, for consumption on the premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered as the business of selling, serving or furnishing alcoholic beverages.

4. Any Insured's Medical Expenses

Medical expenses for **Bodily Injury** to any **Insured**, except **Volunteer workers**.

6. Asbestos

Bodily Injury or **Property damage** arising out of, resulting as a consequence of, or related to the manufacturing, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to, asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

7. Athletics Activities

Medical expenses for **Bodily Injury** to a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

8. Breach of Contract

Personal and/or **Advertising Injury** arising out of a breach of contract, except an implied contract to use another's advertising idea in the **Insured's Advertisement**.

9. Contractual Liability

Bodily Injury or **Property damage** or **Personal** and/or **Advertising Injury** for which the **Insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) For **Bodily Injury** or **Property damage** or **Personal** and **Advertising Injury** that the **Insured** would have in the absence of the contract or agreement; or

(2) For **Bodily Injury** or **Property damage** assumed in a contract or agreement that is an **Insured Contract**, provided the **Bodily Injury** or **Property damage** occurs after the execution of the contract or agreement. Solely for the purposes of liability assumed in an **Insured Contract**, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be damages because of **Bodily Injury** or **Property damage**, provided that:

   (a) Liability to such party for, or for the cost of, that party's defence has also been assumed in the same **Insured Contract**; and

   (b) Such attorneys' fees and litigation expenses are for defence of that party against a civil or alternative dispute resolution proceeding in which damages to which this Policy applies are alleged.

10. Criminal Acts

Bodily Injury or **Property damage** or **Personal** and/or **Advertising Injury** arising out of an actual or alleged criminal act committed by or at the direction of the **Insured**.

11. Damage to:

(1) Property owned, rented, or occupied by the **Insured**, including any costs or expenses incurred by the **Insured**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Insured** sells, gives away or abandons, if the **Property damage** arises out of any part of those premises;

(3) Property loaned to the **Insured**;

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

(5) That part of a property on which the **Insured** or any contractors or subcontractors working directly or indirectly on the **Insured**'s behalf are performing operations, if the **Property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because the **Insured's Work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **Property damage** (other than damage by fire) to premises, including the contents of such premises, rented to the **Insured** for a **Period** of seven or fewer consecutive days. A separate limit of insurance applies to Damage to premises rented to the **Insured** as described in Limits of Liability.

Paragraph (2) of this exclusion does not apply if the premises are **Insured**'s Work and were never occupied, rented or held for rental by the **Insured**.
Paragraph (6) of this exclusion does not apply to **Property damage** included in **Products Completed Operations Hazard**.

12. Damage to Impaired Property or Property Not Physically Injured
Property damage to **Impaired Property** or property that has not been physically injured, arising out of:
(1) A defect, deficiency, inadequacy or dangerous condition in **Insured's Product** or **Insured's Work**; or
(2) A delay or failure by the **Insured** or anyone acting on the **Insured**'s behalf to perform a contract or agreement in accordance with its terms.
This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **Insured**'s Product or **Insured**'s **Work** after it has been put to its intended use.

13. Damage to Insured's Product
Property damage to **Insured's Product** which arises due to or out of **Insured**'s **Product** itself or any part of it.

14. Damage to Insured's Work
Property damage to **Insured's Work** which arises due to or out **Insured**'s **Work**\or any part of it and included in **Products Completed Operations Hazard**.
This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on **Insured**'s behalf by a subcontractor.
15. Electronic Chatrooms or Bulletin Boards
Personal and **Advertising Injury** arising out of an electronic chatroom or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.
16. Electronic Data
Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.
However, this exclusion does not apply to liability for damages because of **Bodily Injury**.
As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

17. Employer's Liability
Bodily Injury to:
(1) An **Employee** of the **Insured** arising out of and in the course of:
  (a) Employment by the **Insured**; or
  (b) Performing duties related to the conduct of the **Insured**'s business; or
(2) The spouse, child, parent, brother or sister of that **Employee** as a consequence of Paragraph (1) above.

This exclusion applies whether the **Insured** may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

18. 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.

19. Hired Person

Medical expenses for **Bodily Injury** to a person hired to do work for or on behalf of any **Insured** or a tenant of any **Insured**.

20. Infringement of Copyright, Patent, Trademark or Trade Secret

Any claim arising out of the infringement of copyright, patent, trademark, trade secret, designs or other intellectual property rights.

21. Injury on Normally Occupied Premises

Medical expenses for **Bodily Injury** to a person injured on that part of premises which the **Insured** owns or has rented to such person who normally occupies such premises.

22. Insureds in the field of Media and Internet

Advertising injury committed by an **Insured** whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An internet search, access, content or service provider.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for the **Insured** or others anywhere on the internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

23. Knowing Violation of Rights of Another

Personal and **Advertising Injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **Personal and Advertising Injury**.

24. Material Published prior to Policy Period

Personal and **Advertising Injury** arising out of oral or written publication, in any manner, of material, whose first publication took place before the **Retroactive Date**, if any, specified in the **Schedule**.

25. Material Published with knowledge of Falsity

Personal and **Advertising Injury** arising out of oral or written publication, in any manner, of material, if done by or at the direction of the **Insured** with knowledge of its falsity.

26. Mobile Equipment

Bodily Injury or **Property damage** arising out of:

(1) The transportation of **Mobile equipment** by an **Auto** owned or operated by or rented or loaned to any **Insured**; or

(2) The use of **Mobile Equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

27. Multiplied or Punitive Damages or Penalties

Any fines or penalties or liquidated, punitive or exemplary damages that become payable or multiplication of awards or in any other form whatsoever.

28. Pollutants

mean any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, re-conditioned or re-claimed.

29. Pollution

(1) **Bodily Injury** or **Property damage** or **Personal** and **Advertising Injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** whether solids, liquids or gases:

(a) at or from any premises, site or location which is or was at any time, owned or occupied by, or rented or loaned to any **Insured**;

(b) at or from any premises, site or location which is or was at any time, used by or for any **Insured** or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any **Insured** or any person or organization for whom the **Insured** may be legally responsible;

(d) at or from any premises, site or located on any premises or site on which any **Insured** or any contractors or subcontractors working directly or indirectly on any **Insured**'s behalf are:

1. if the **Pollutants** are brought on or to the premises, site or location in connection with such operations by such **Insured**, contractor or subcontractor; or
2. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontamination, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of **Pollutants**.

(2) This Policy does not apply to any loss, cost, defence or expenses arising out of any request, demand or order to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of **Pollutants**.

(3) This Policy does not apply to any loss, cost, defence or expense arising out of any **Claim** by or on behalf of government authority 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.

30. Professional Liability

Bodily Injury or **Property damage** directly or indirectly caused by, in connection with or contributed to, by or arising from the rendering or failure to render professional advice or service by the **Insured**, or any error or omission in connection therewith.
However, this Exclusion shall not apply to:

(i) The **Insured**'s liability in respect of **Bodily Injury** or **Property damage** resulting from the provision of professional advice or services, or any error or omission in connection with the **Insured**'s products which is not given for a fee; or

(ii) The rendering or failure to render professional advice by any **Employee** to provide first aid or other medical services at the **Insured**'s premises.

Medical services exclude advice or services provided by a qualified medical practitioner, nurse or first-aid attendant.

31. Quality or Performance of Goods – Failure to Conform to Statements

Personal and **Advertising Injury** arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the **Insured**'s **Advertisement**.

32. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by the **Insured** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) **Insured's Product**;
(2) **Insured's Work** or
(3) **Impaired property**;

33. Recording and Distribution of Material in Violation of Law

Bodily Injury or **Property damage** arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

34. Silica

Bodily Injury or **Property damage** arising out of or related in any way to presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibres, silica dust or silica in any form, or to any obligation of the **Insured** to indemnify any party because of **Bodily Injury** or **Property damage** arising out of the presence, ingestion, inhalation or absorption of or exposure to silica dust or silica in any form.

35. Toxic Mould

Bodily Injury or **Property damage** arising out of or related in any way to the existence of mould, fungus/fungi, spore(s), mildew(s), mushroom(s), yeast(s) or bio-contamination(s) or any by product therefrom.

36. Unapproved Product

This Policy does not apply to a **Claim** arising from any damages, loss, costs or expenses arising out of actual, alleged or threatened hazardous properties of **Insured's Product** if:

a) declared unsafe by any government or regulatory authority on the basis of such hazardous properties, regardless of whether **Insured**'s **Product** were declared unsafe before or after:
   i) **Insured**'s **Product** were disposed of, distributed, handled, manufactured or sold; or
   ii) Such damages were incurred;

b) disposed of, distributed, handled, manufactured or sold without approval by the applicable government or regulatory authority.

Subparagraph a), above does not apply to **Insured**'s **Product**, to which this Policy applies, if such product was disposed of, distributed, handled, manufactured, and sold before it was declared unsafe, provided that it was not declared unsafe before the commencement of the **Policy Period**.

37. Unauthorised Use of Another's Name or Product

Personal and **Advertising Injury** arising out of the unauthorized use of another person or entity or product's name in the **Insured**'s e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

38. Workers' Compensation and Similar Laws

Any amount for **Bodily Injury** to a person, whether or not an **Employee** of any **Insured**, if benefits for the **Bodily Injury** are payable or must be provided under a workers' compensation or disability benefits or unemployment compensation law or any similar law.

39. Wrong Description of Prices

Personal and **Advertising Injury** arising out of the wrong description of the price of goods, products or services stated in the **Insured**'s **Advertisement**.

Extensions applicable to Section 1

1. Medical Payments

Insurer will pay medical expenses for "**Bodily injury"** caused solely and directly by an accident:

(1) On premises owned or rented;
(2) On ways next to premises owned or rented; or
(3) Because of Designated Operations specified in the Policy;

Provided that:

(a) The accident takes place in the **Policy Territory** and during the **Policy Period** ;

(b) The medical expenses are incurred and reported to **Insurer** in writing within 60 days from the date of the accident and in no case later than the expiry of the **Policy Period**; and

(c) The injured person submits to examination, at **Insurer's** expense, by physicians of **Insurer's** choice as often as **Insurer** reasonably require.

Insurer will make payments regardless of fault. These payments shall not exceed the applicable limit of liability.

Insurer will pay reasonable expenses for:

a) First aid administered at the time of an accident;

b) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

c) Necessary ambulance, hospital, professional nursing and funeral services.

2. Supplementary Payments

Insurer will pay, with respect to any **Claim** investigated or settled or any suit against an Insured that the **Insurer** will defend:

a. All expenses incurred in defence, subject to such expenses being incurred with the prior written consent of the Insurer

b. Up to INR 20,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "**Bodily injury**" cover under Coverage A applies.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of liability.

d. All reasonable expenses incurred by the **Insured** at **Insurer's** request to assist in the investigation or defence of the **Claim** or suit, including actual loss of earnings up to INR 20,000 a day because of time off from work.

e. All court costs taxed against the **Insured** in the suit. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **Insured**.

f. Pre-judgment interest awarded against the **Insured** on that part of the judgment **Insurer** will pay. If **Insurer** make an offer to pay the applicable limit of insurance, **Insurer** will not pay any pre-judgment interest based on that **Period** of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before Insurer has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will reduce the limits of insurance mentioned above in the **Schedule.**

Specific conditions applicable to Section 1

1. Inspections and Surveys

1) The **Insurer** has the right to:
   (a) make inspections and surveys at any time;
   (b) give reports on the **Insurer's** findings and observations; and
   (c) recommend changes.

2) The **Insurer** is not obligated to make any inspections, surveys, reports or recommendations, and such actions which relate only to the aspect of insurability and the premiums to be charged on renewal. The **Insurer** is not obligated to conduct any safety inspections. The **Insurer** does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And, the **Insurer** does not warrant that **Insured's Products** and/or **Works** conditions:
   (a) are safe or healthful; or
   (b) comply with laws, regulations, codes or standards.

2. Legal Action Against the Insurer

No person or organization has a right or shall be deemed to have a right under this Policy:

1) To join the **Insurer** as a party or otherwise to bring a **Claim** seeking damages from an **Insured**; or
2) To sue the **Insurer,** with respect to the coverage or otherwise, under this Policy unless all of its terms and conditions have been fully complied with.

If any person or organization sues the **Insurer** to recover an amount under settlement, decree or an award against an **Insured**, the **Insurer,** subject to the terms and conditions of the Policy, will not be liable for damages that are otherwise not payable under the terms of this Policy or that are in excess of the applicable limit of liability as set out in this Section as well as the Schedule of the Policy.

'Settlement' for the purpose of this clause means a settlement and release of liability signed by the Insurer, the **Insured** and the Claimant or the Claimant's legal representatives.

3. Separation of Insureds

Subject to the Limits of Liability, and any rights or duties specifically assigned in this Policy to the first **Policyholder**, this Policy applies:

1) As if each **Policyholder** were the only **Policyholder**; and
2) Separately to each **Insured** against whom **Claim** is made.

SECTION 2 – DIRECTOR'S AND OFFICER'S LIABILITY

Insuring Clause

The **Insurer** will cover the **Insured** for **Claims** which are first made during the **Policy Period** or **Extended Reporting Period**, if applicable, and reported to the **Insurer** as required under this Policy.

Insured Person
The **Insurer** will pay the **Loss** of an **Insured Person** for a **Wrongful Act**, except to the extent that the **Insured Person** has been indemnified by the **Company** for the **Loss**.

Company Reimbursement
The **Insurer** will reimburse the **Loss** of **Company** for a **Wrongful Act**, to the extent that has been indemnified by the **Company** to the **Insured Person**.

Company Securities Cover
The **Insurer** will pay the **Loss** of the **Company** arising from a **Wrongful Act**.

Limit of Liability and Deductible
The **Insurer**'s maximum aggregate liability for all **Loss** covered under the Policy during the **Policy Period** (or **Extended Reporting Period**, if applicable) is limited to the Limit of Liability (after deduction of the **Deductible** amount as mentioned in the **Schedule**), unless expressly specified to the contrary in the Policy.

The **Insurer** will only pay for any amount of Loss which is in excess of **Deductible**. The **Company** will be liable for the **Deductible** which will remain uninsured. A single **Deductible** shall apply to all **Loss** arising out of, based upon or attributable to continuous, repeated or related **Wrongful Acts**.

Any number of **Claims** against the **Insured** which arise out of or are attributable to or connected in any way with a single **Wrongful Act** or the same or a series of the same, related, interconnected or continuous **Wrongful Acts** shall constitute a single **Claim** for the purposes of this **Policy**. Where there is more than one such **Claim**, all such **Claims** shall be deemed first made when the earliest such **Claim** was first made.

If the **Insurer** advances **Loss** for which a **Deductible** applies, the **Company** or the **Insured Person**, as the case may be, agrees to repay the **Insurer** immediately to the full extent of the applicable **Deductible**, once the **Insurer** notifies the **Company** or the **Insured Person**, as the case may be, of the **Loss** so advanced.

The **Deductible** is not applicable to **Non-Indemnifiable Loss**.

Definitions applicable to Section 2

1. **Abducted**
   Means lead away by force or by fraudulent persuasion for the purpose of demanding ransom money.

2. **Abduction Response Costs**
   Means reasonable fees, costs and expenses incurred, with the prior written consent of the **Insurer**, in respect of the abduction consultant appointed including the fees of an interpreter and payments made to informants in the event that an **Insured Person** is **Abducted**,

Wrongfully Detained or **Hijacked** during the course of employment, in India or the country in which the **Insured Person** is usually resident.

3. **Change of Control**
   Means the consolidation or merger of the **Policyholder** with or the acquisition of more than 50 per cent of the issued share capital or shareholder voting rights of the **Policyholder**, directly or indirectly, by:
   (a) one person or one organisation, or
   (b) persons or organisations acting in concert;
   other than the **Company**.

4. **Claim**
   Means:
   a) A written demand for monetary or non-monetary relief; or
   b) A civil, criminal, administrative or regulatory proceeding; or
   c) An arbitration, mediation or other similar alternate dispute resolution proceeding; or
   d) An extradition proceeding (only if **Extradition Costs** is applicable to the Policy)
      i. A **Securities Claim;** or
      ii. An **Investigation**

5. **Counselling Costs**
   Means reasonable fees, costs and expenses incurred with the prior written consent of the **Insurer**, of an accredited psychiatrist, psychologist or counsellor, to treat stress, anxiety or such similar medical conditions of an **Insured Person** resulting from a **Claim** against, or investigation compelling attendance from an **Insured Person**.

6. **Crisis Mitigation Costs**
   Means reasonable fees, costs and expenses incurred, with the prior written consent of the **Insurer**, in respect of the crisis mitigation consultancy appointed in the event that the **Insured** reasonably considers that the services of a crisis mitigation consultancy are required urgently, in order to prevent or minimise the risk of a **Claim** which would be covered under this Policy.

7. **Defence Costs**
   Means reasonable fees, costs and expenses incurred with the prior written consent of the **Insurer** (including court fees, premiums for any surety, appeal bond, attachment bond, personal bond or similar bond for any civil proceeding) resulting solely and exclusively from the investigation, adjustment, defence or appeal of a **Claim** subject to the Limit of Liability.

8. **Deprivation of Assets Costs**
   Means reasonable fees, costs and expenses incurred by the **Insured** with the prior written consent of the **Insurer**, to obtain the discharge or revocation of a judicial or arbitral order passed during the **Policy Period** for:
   (a) restricting the **Insured Person's** ownership rights of real property or personal assets;

(b) imposing a charge over the **Insured Person's** real property or personal assets;
(c) restricting the **Insured Person's** liberty to a specified residence;
(d) deporting the **Insured Person** following revocation of a current and valid immigration status for any reason other than the **Insured Person's** conviction in a crime; or
(e) Disqualifying the **Insured Person** from managing the **Company**;

arising from a **Claim** covered under this Policy.

9. **Emergency Costs**
Means **Defence Costs** incurred during the **Policy Period** but for which **Insurer**'s written consent cannot be reasonably obtained with respect to any **Claim**, provided that the **Insurer** subsequently consents in writing to such costs which shall not exceed an aggregate sub-limit as mentioned in the Schedule.

10. **Employed Lawyer**
Means any person admitted to practice law in the relevant jurisdictions in which the **Company** operates, who was, is, or during the **Policy Period** becomes employed by the **Company** as a full-time and salaried lawyer, and while acting in a managerial or supervisory capacity in that **Company**.

11. **Employee**
Employee means any person employed by the **Policyholder** or any **Subsidiary** under a contract of service or apprenticeship during or prior to the commencement of the **Policy Period**, as well as any sub-consultant acting under a written agreement with **Policyholder** or any **Subsidiary** and for whom the **Policyholder** or any **Subsidiary** is responsible, but subject always to **Insurer's** right to subrogation. No-one who is or becomes during the **Policy Period** a principal, partner, member or director of the **Insured** shall be an **Employee**.

12. **Employment Practices Wrongful Act**
Means any of the following actual or alleged act, error or omission:
(a) failure to adopt the **Company**'s employment or workplace policies and procedures;
(b) Wrongful discipline;
(c) negligent or wrongful **Employee** evaluation, wrongful deprivation of career opportunity or wrongful demotion;
(d) Wrongful dismissal, discharge or termination of employment;
(e) Employment related misrepresentations or failure to furnish accurate job references;
(f) discrimination;
(g) Sexual or other harassment;
(h) Invasion of privacy;
(i) defamation including but not limited to libel, or slander;
(j) failure to grant tenure;
(k) **Retaliation** with respect to past or present or prospective **Employee** of the **Company**.

However, Employment Practices Wrongful Act does not include corporate manslaughter as recognised in the UK and any other similar statute.

13. Extended Reporting Period

Means the Discovery **Period** as specified (as applicable) in the **Schedule,** commencing immediately after the expiry of the **Policy Period** during which **Insurer** may be given written notice of a **Claim** first made during such **Period** or the **Policy Period** for

(a) a **Wrongful Act** occurring after the **Prior Acts Exclusion Date** as specified in Item 8 of the **Schedule** and before expiry date of the Policy.

(b) **Abduction Response Costs, Crisis Mitigation Costs, Deprivation of Assets Costs, Extradition Costs** which are incurred during the **Policy Period** with the prior consent of the **Insurer**.

14. Extradition Costs

Means reasonable fees, costs and expenses incurred, with the **Insurer**'s prior written consent in any Extradition Proceedings or related appeal for an **Insured Person**.

15. Extradition Proceedings

Extradition proceedings means proceedings following a request for deportation, extradition or arrest warrant including an appeal or separate proceeding to overturn an extradition order.

16. Insured

Means the **Company** and/or **Insured Person**.

Insured does not include any external administrator, trustee, receiver or liquidator.

17. Insured Person

Means

(a) Any natural person who was, is, or becomes during the **Policy Period**:

(i) Director, Officer, or **Employee** of a **Company**;

(ii) De facto director of a **Company**;

(iii) An **Outside Entity Director**;

(iv) A consultant acting as a member of a committee duly elected or appointed by resolution of the board of the **Company** to perform specific acts on behalf of the **Company**;

(v) Trainee;

(vi) **Employed Lawyer**;

(vii) a trustee of any fund or trust established or maintained for the purpose of providing pensions, annuities, **Employee** benefit plan or trust, provident fund, pension, profit sharing, health and welfare or **Employee** benefit plan of a **Company**.

(b) **Insured** Person shall also include:

(i) the spouse of an **Insured Person** for Loss arising from a **Claim** for a **Wrongful Act** of such **Insured Person**; and

(ii) 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**.

18. Investigation

Means formal hearing, enquiry, raid or an onsite visit or examination (or a public announcement about the same) by a government body, liquidator, receiver, professional, statutory or regulatory body into the affairs of an **Insured.**

19. Investigation Costs

Means reasonable fees, costs and expenses incurred by any **Insured** with the prior written consent of the **Insurer**, for the purpose of retaining a legal advisor for representing an **Insured Person** at an **Investigation** or in relation to any legally required attendance by **Insured Person** at an **Investigation**. Investigation Costs also includes reasonable costs incurred by such advisor in reviewing documents and preparing reports in connection with such **Investigation**.

20. Loss

Means the amount the **Insured** becomes legally liable to pay on account of any covered **Claim** and includes:

(a) Judgments;
(b) Settlement amount subject to negotiations by the **Insured** and consented to in writing by the **Insurer**;
(c) Compensatory Damages;
(d) Punitive and Exemplary Damages;
(e) Multiple portions of multiplied damages;
(f) Pre-judgment and post-judgment interest;
Claimant's legal costs and expenses) awarded pursuant to a court order or judgment.

Loss does not include:

(a) Fines and penalties, except for civil fines or penalties levied on an **Insured Person** in the **Schedule**;
(b) Taxes except for the personal liability of an **Insured Person** for corporate taxes unpaid due to **Company**'s insolvency;

Payments which the **Insurer** is legally prohibited from making or payments which are uninsurable in the jurisdiction where a **Claim** is made.

With respect to a **Claim** where there is an allegation that the price or underlying consideration paid or proposed to be paid for acquiring all or substantially all of the ownership interests in or assets of any entity is inadequate, **Loss** shall not include any amount or amounts of any judgment, award or settlement representing the amount or amounts by which such price or underlying consideration results in an actual or effective increase.

21. Non-Executive Director

Means any natural person who serves as a non-executive director of **Company** during the **Policy Period** and includes an independent director.

22. Non-Indemnifiable Loss

Means **Loss** incurred by an **Insured** Person for which the **Company** is unable to indemnify or advance by reason of:

(a) the **Company** being not permitted or not required by local laws to indemnify or advance such **Loss**, or

(b) the **Company**'s insolvency.

23. Outside Entity

Means any entity other than:

(a) a **Subsidiary**; or

(b) an entity incorporated, domiciled, or having any of its **Securities** listed and or traded on an exchange in the US/Canada; or

(c) a financial institution (including but not limited to any bank, depository institution, mutual fund, private equity or venture capital **Company**, securities broker, dealer or **Insurer**, asset manager or insurance **Company**, etc).

24. Outside Entity Director

Means any natural person who serves as a director, officer, trustee, council member, committee member, governor or any equivalent position in an **Outside Entity** provided that such positions are held at the specific request of the **Company**.

25. Prior and Pending Litigation Date

Means the date mentioned in the **Schedule**.

26. Retaliation

Means any actual or alleged discrimination, harassment and/or inappropriate employment conduct by an **Insured Person** against an **Employee** of the **Company**:

(a) on account of such **Employee's** exercise or attempted exercise of rights protected by law, refusal to violate any law, disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law, or on account of the **Employee** of the **Company** having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law;

(b) on account of any strike, lockout, work to rule or other similar action.

(c) on account of such **Employee** filing or pursuing any claim against the **Company** under any "whistle blower" law

27. Securities

Means any security representing debt of or equity interests in the **Company.**

28. Securities Claim

Means any

i) written demand for monetary or non-monetary relief; or

ii) civil, criminal, administrative or regulatory proceeding; or

iii) arbitration, mediation or other similar dispute resolution proceeding; or

Arising from the **Insured's** breach of any laws, rules or regulations:

a. regulating **Securities**; or

b. relating to the purchase or sale of any **Securities**; or

c. relating to the offer/solicitation to purchase or sell any **Securities**; or

d. relating to the registration or ownership of any **Securities;** or

e. relating to the ownership of **Securities** brought by a holder of such **Securities**, whether brought directly or derivatively.

A **Securities Claim** shall not include :

a. **Claims** by an **Insured Person** based upon or arising out of, or attributable to the actual or alleged loss of, or the failure to receive or obtain the benefit of any **Securities** (including any warrants or options).

b. Claims made by one company against another **Company.**

Point 12 of 'Exclusions' is set out for the purpose of this Section.

29. Trainee

Means any natural person who is engaged or hired by the **Company** including persons undertaking study or work experience whilst employed or engaged by the **Company** in connection with its business.

30. Workplace Death

Means any death of a person for which an Insured may be alleged to be responsible under any occupational health and safety, or related, legislation or regulations, including but not limited to industrial or corporate manslaughter or both.

31. Wrongful Act

Means

(a) For **Insured Person** Clause and/or **Company Reimbursement** Clause:

(i) any actual or alleged act, error or omission, breach of duty, breach of trust, misstatement or misleading statement, defamation, libel or slander, breach of warranty of authority by the **Insured Person**;

(ii) an **Employment Practices Wrongful Act**;

(iii) any matter Claimed against an **Insured Person** solely by reason of their status as **Insured Person**;

(iv) any actual or proposed act with respect of a shareholder derivative action.

(b) For **Company Securities** Cover Clause:

(i) any actual or alleged act, error or omission, breach of duty, breach of trust, with respect of a **Securities Claim** only.

32. Wrongfully Detained

Means physically restrained without the express or implied authorization by law.

Exclusions applicable to Section 2

The **Insurer** shall not be liable to make any payment under the Policy for any **Loss** due to:

1. Bodily Injury and Property damage caused by/alleged to be caused by the Insured Person:

a. For **Bodily Injury**, sickness, disease, death or emotional distress or disturbance; or

b. damage to, destruction or impairment of any tangible property.

This exclusion shall not apply to:

1. **Loss** in relation to mental anguish or emotional distress or disturbance for an **Employment Practices Wrongful Act**.
2. **Loss** In relation to exemplary damages, punitive damages or multiple portions of multiplied damages in respect of any **Employment Practices Wrongful Act.**
3. **Defence Costs** incurred by the **Insured** Person for violation or breach of occupational health and safety laws, including workplace death limit specified in the **Schedule**.

2. Change of Control

Based upon, arising out of, or in any manner involving a **Wrongful Act** committed after the effective date of a **Change of Control**.

3. Crime, Fraud and Personal Conduct

Based upon, arising out of, or in any manner involving:

a. any financial gain, payment, advantage or profit to which the **Insured** was not legally entitled; or

b. the committing of any dishonest or fraudulent act.

This exclusion shall only apply if such act or omission or profit gained is established by a final adjudication of a judicial body or an arbitral tribunal or admission by the **Insured**.

4. Insured Person's Costs

In respect of salaries, wages, personal expenses, benefits or overhead expenses of an **Insured Person.**

5. Insured versus Insured Claims

Based upon, arising out of, or in any manner involving any **Claim**, which is made by or on behalf of any **Insured** in the United States of America or its territories.

This Exclusion shall not apply to **defence costs** towards:

I. any **Claim** for an **Employment Practices Wrongful Act**;

II. any **Claim** made by a person who is no longer an **Employee** of the **Company**;

III. whistle-blower complaints;

IV. any **Claim** brought or maintained by an insolvency administrator, receiver, trustee or liquidator of the **Company** whether directly or derivatively, without the solicitation, assistance or participation or cooperation of any **Insured**;

V. any **Claim** pursued by an **Insured** for contribution or indemnity if the **Claim** directly results from another **Claim** covered under this Policy; or

VI. any shareholder derivative action brought by or maintained on behalf of the **Company**, which is brought without the solicitation, assistance or participation or co-operation of any **Insured**.

6. Major Shareholders

In respect of a **Claim** made by any individual or entity that owns or controls (whether beneficially, directly or indirectly) more than the percentage as mentioned in the **Schedule** of the **Company**'s issued share capital.

7. Offering of Securities

Based upon, arising out of, or in any manner involving any public/ private offering of **Securities** by the **Company**.

8. Pollution

Based upon, arising out of, or in any manner involving the actual, alleged or likely discharge, emission, release, treatment or removal of **Pollutants**; or any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutant**s, except:

1. a **Claim** made by a shareholder of the **Company** against the **Insured Person**, whether directly or derivatively, alleging damage to the **Company** or its shareholders due to a breach of duty owed by **Insured Person**.
2. **Defence Costs** incurred by an **Insured Person**.

9. Prior Acts Exclusion

Based upon, arising out of, or in any manner involving a **Wrongful Act** occurring before the **Prior Acts exclusion date** mentioned in the **Schedule**.

10. Prior and Pending Litigation

Based upon, arising out of, or in any manner involving any:

1. **Claim** or circumstances notified within the terms of a Policy that precedes this Policy by renewal or replacement or
2. pending or prior civil, criminal, administrative or regulatory proceeding, investigation, or alleging or derived from the same or essentially the same facts or circumstances as alleged in such litigation which were pending prior to the **Prior and Pending Litigation Date**.

11. Professional Services

Based upon, arising out of, or in any manner involving actual or alleged breach of any professional duty and/or services owed by the **Insured**.

12. SEC Exclusion

Based upon, arising out of or in any way involving the actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, or any amendment or re-enactment thereof, or any similar federal or state law, or any common law relating thereto.

13. Statutory Liability

Based upon, arising out of, or in any manner involving the responsibilities, obligations or duties imposed regarding employment benefits for **Insured Persons** by any applicable statutory and regulatory provisions of any territorial, state or local statutory law or common law, except in relation to **Employment Practices Wrongful Act**.

Extensions applicable to Section 2

1. Additional Limit for Non-Executive Director

The **Insurer** will continue to pay the **Loss** of a **Non-Executive Director** in respect of a **Claim** made against the **Non-Executive Director** during the **Policy Period**(or **Extended Reporting Period**, if applicable) for a **Wrongful Act** but only if:

(a) The Limit of Liability under this Policy has been exhausted; and

(b) the **Non-Executive Director** has exhausted any other available insurance cover or source of indemnity.

Provided that this extension shall only be available up to the limit specified in the **Schedule** for each **Non-Executive Director.**

2. Bilateral Extended Reporting Period

If this Policy is neither renewed nor replaced by the **Insurer** or the **Policyholder,** the **Policyholder** will have the option to avail of

a) a **Extended Reporting Period** of ___ days without the payment of any additional premium; or

b) a **Extended Reporting Period** of ___ days upon the payment of the additional premium specified in the **Schedule** by the **Insurer** in full.

Provided that all of the below conditions are met:

(i) To avail the **Extended Reporting Period**, a written confirmation shall be received by the **Insurer** at least 15 days before the expiry of the **Policy Period**.

(ii) If a **Discovery Period** is applied, it shall be non-cancellable, and any premium paid for the **Extended Reporting Period** shall not be refundable.

(iii) If after the commencement of the **Extended Reporting Period**, the Policy is renewed or replaced, the **Extended Reporting Period** shall automatically terminate.

(iv) Any **Claim** made during **Extended Reporting Period** is deemed to have been first made during the **Policy Period**.

However, **Extended Reporting Period** shall not be available if -

(ia) the Policy has been avoided by the **Insurer** or cancelled by the **Insurer** or the **Policyholder** during the **Policy Period** in accordance with Cancellation clause; or

(ib) the **Insurer** has offered renewal terms which are different from the present terms and which are not accepted by the **Policyholder;** or

(ic) there has been a **Change of Control**.

3. Cover for New Subsidiaries

The definition of **Company** is extended to automatically include any entity which becomes a **Subsidiary** during the **Policy Period**, provided such entity:

(a) has total assets that are lesser than the percentage specified in the **Schedule**, of the total consolidated assets of the **Policyholder**; and

(b) does not have any of its **Securities** listed/traded on an exchange in US/ Canada nor to the knowledge of an **Insured** intent to have its **Securities** listed/traded in US/ Canada; and

(c) is not incorporated nor has a subsidiary in US/Canada.

If such entity is excluded from coverage on account of (a) or (c) above then the Policy extends the definition of **Company** to include such entity for a 30 days **Period** from the date the entity became a **Subsidiary**.

To extend beyond this specified **Period**, the **Company** must

(i) provide the **Insurer** with additional information as the **Insurer** may reasonably require by way of formal notification in written; and

(ii) accept any notified alteration in the terms of this Policy; and

(iii) pay any additional premium specified by the **Insurer** before the end of the specified **Period**.

Under this extension, the cover will only be available for any **Wrongful Act** committed after the **Company** acquired the **Subsidiary.**

4. Extended Reporting Period for Retired **Insured Person**

If an **Insured Person** retires from the **Company** for reasons other than resignation or disqualification from holding such a position during the **Policy Period** then that **Insured Person** will have the **Extended Reporting Period** applicable, as specified in the **Schedule** at no additional premium from the expiry date of such **Policy Period.**

However this will not apply if:

(a) the **Company** renews this Policy or replaces it with another insurance providing similar coverage; or

(b) in the event of a **Change of Control.**

5. Supplementary Costs

The **Insurer** will pay the:

(a) **Abduction Response Costs**;

(b) **Counselling Costs**;

(c) **Crisis Mitigation Costs**;

(d) **Deprivation of Assets Costs**;

(e) **Emergency Costs**;
(f) **Extradition Costs**;
(g) **Investigation Costs.**

incurred in respect of each **Insured Person**. No **Retention** shall apply to this extension.

Specific Conditions applicable to Section 2

1. Consent

As a condition precedent to **Insurer's** liability under the Policy, the **Insured** shall not admit or assume any liability with respect to any **Claim**, enter into any settlement agreement, make any settlement offer with regard to any **Claim**, stipulate to any judgment, or incur any **Costs** (other than **Emergency Costs)** without the prior written consent of the **Insurer.** Only those settlements, stipulated judgments and **Costs** (other than **Emergency Costs**) which have been consented to by the **Insurer** in writing and incurred in accordance with the terms of this Policy shall be recoverable as **Loss**. The **Insurer**'s consent where required shall not be unreasonably withheld. provided that the **Insurer** shall be entitled to effectively assess defence and negotiation of any settlement, any **Claim** in order to reach a decision as to reasonableness. The **Insurer** reserves its right to deny coverage of **Loss** towards which, costs have been incurred , by the **Insured Persons** or the **Company** without the consent of the **Insured**.

If an **Insured** settles any **Claim** including any anticipated or related **Claim** without the prior written consent of the **Insurer**, then this Policy shall not cover that **Claim** including any anticipated or related **Claim**. Specifically, any such settlement by the **Insured** without the prior written consent of the **Insurer** shall not provide the claimant or the potential claimant any recourse against the **Insurer** either.

If the **Insured** refuses to consent to a settlement or compromise recommended by the **Insurer** and elects to contest or continue to contest a **Claim**, the **Insurer**'s liability shall not exceed the amount for which the **Insurer** could have settled such **Claim** plus **Defence Costs** incurred as of the date such settlement was proposed in writing by the **Insurer.**

2. Defence, Settlement and Cooperation

The **Insurer** shall be entitled to fully participate in the defence and at the negotiation stage of any settlement that is reasonably likely to involve or appears to involve the **Insurer**. However, the right and duty to defend and contest a **Claim** shall lie solely with the **Insured**.

The Insurer will pay **Costs** on an as incurred basis in excess of the **Deductible** prior to final determination or final adjudication or up until the time that a **Claim** is withdrawn. If at any time a **Claim** is deemed not to be covered under this Policy or is found to be excluded then all such **Costs** must be returned to **Insurer** on demand.

As a condition precedent to **Insurer's** liability under the Policy, the **Insured** at its own cost shall, as soon as practicable, provide the **Insurer** with all documents, information, assistance and cooperation that the **Insurer** may request and reasonably require towards investigation, defence, settlement or appeal of a **Claim** or circumstance. Each **Insured** shall also take reasonable steps to mitigate the **Loss**. Each **Insured** agrees that, in the event of a **Claim**, such **Insured** will do nothing that may

prejudice the **Insurer's** position or its potential or actual rights of recovery. The **Insured** shall retain only one attorney/firm of attorneys to defend and contest a **Claim** unless the prior written approval of the **Insurer** is obtained to retain more than one attorney/firm of attorneys. Notwithstanding the above, the **Insurer** will accept as necessary the **Deductible** of separate legal representation to the extent require by a material conflict of interest between the **Insureds.**

If a **Claim** is made against an **Insured Person** by the **Company**, the **Insurer** shall have the right to defend the **Claim**.

3. Limit of Liability

The Limit of Liability is the total aggregate limit of the **Insurer's** liability in respect of all **Loss** for all **Claims** and inquiries for all **Insured**.

Any number of **Claims** against the **Insured** which arise out of or are attributable to or connected in any way with a single **Wrongful Act** or the same or a series of the same, related, interconnected or continuous **Wrongful Acts** shall constitute a single **Claim** for the purposes of this Policy. Where there is more than one such **Claim**, all such **Claims** shall be deemed first made when the earliest such **Claim** was first made.

Any number of inquiries involving the Insured which arise out of or are attributable to or connected in any way with the same conduct or the same of a series of the same, related, interconnected or continuous shall conduct shall constitute a single inquiry for the purposes of this Policy. Where there is more than one such Inquiry in respect of which **Legal Representation Costs** have been or may be incurred, all such inquiries shall be deemed first made at the time of service on the **Insured** of the formal notice compelling the attendance of the **Insured** at such inquiry.

4. Priority of Payments

The **Insurer** shall pay **Loss** in the order in which such **Loss** is presented to the **Insurer** for payment. However, if the **Loss** payable under **Insuring Clause**, **Insured Person** and one or more of the other **Insuring Clause**(s)/ **Extensions** is presented simultaneously, the **Insurer**s shall first pay the **Loss** payable under Insurance Clause, **Insured Person**. The **Company** may through its board of directors elect in writing either to stipulate the order in which payments under other Insurance Clauses or Extensions to be discharged. It being understood and agreed that the **Insurer** shall have no obligation to pay **Loss** after the exhaustion of the **Limit of Liability**, except as provided under **Additional Limit for Non-Executive Director**.

5. Severability

This Policy is a severable Policy covering each **Insured** for their own individual interest.
With respect to **Insuring Clause**, **Insured Person** and **Company** Reimbursement, no knowledge or information possessed by an **Insured Person** will be imputed to any other **Insured Person**. If the proposal form misrepresents the true position or if the **Insured Person** failed to make complete disclosure of all material facts, then this Policy will be void ab-initio with respect to the **Insured Person** who knew of the existence of such untrue statements or non-disclosure.

With respect to **Insuring Clause**, **Company**'s **Securities** Cover, only the statements and knowledge of any past, present, or future chief executive officer (CEO) and/or chief financial officer (CFO) (or equivalent executive or management position) of a **Company** shall be imputed to the **Company**; and the knowledge of the same officeholders of the **Policyholder** shall be imputed to all **Companies**.

SECTION 3– CYBER LIABILITY

Insuring Clause

The **Insurer** will indemnify the **Insured** for **Third-Party Claim** and the **First Party Costs** incurred due to **Security Breach** and/or **Privacy Breach** during the **Policy Period** or the **Extended Reporting Period**, if applicable and subject to the terms and conditions as required under this Policy:

1. Security & Privacy Liability
The **Insurer** will pay the **Loss** arising out of a **Security Breach** and/or **Privacy Breach** by the **Insured**.

2. Corporate Security Liability
The **Insurer** will pay the **Loss** arising out of a **Security Breach** by the **Insured** that results in **Unauthorized Disclosure** of **Corporate Information**.

3. Multimedia Liability
The **Insurer** will pay the **Loss** arising out of **Multimedia Activities** of the **Insured** that results in:
(a) defamation including but not limited to libel, slander, trade libel, 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;
(b) violation of the rights of privacy or publicity of an individual, including false light and public disclosure of private facts, commercial mis-appropriation of name, persona, voice or likeness;
(c) infringement of copyright, domain name, title, or slogan, trademark, design, service mark, service name, or trade name
(d) plagiarism, misappropriation or theft of ideas or information under implied contract;
(e) domain name infringement or improper deep linking or framing.

Limit of Liability and Deductible
The **Insurer's** maximum aggregate liability under the Policy during the **Policy Period** or **Extended Reporting Period**, if applicable, is limited to the Limit of Liability, unless expressly specified to the contrary in the Policy.
The **Insurer** will only pay for any amount of **Loss** which is in excess of **Deductible**. The **Company** will be liable for the **Deductible** which will remain uninsured.
A single **Deductible** shall apply to all **Loss** arising out of, based upon or attributable to continuous, repeated or related **Claim**/**Loss**.

Definitions applicable to Section 3

1. **Bodily Injury/Property damage**
   Means actual or alleged
   (a) **Bodily Injury**- sickness, disease, death or mental anguish or emotional distress or disturbance;
   (b) damage to, destruction, impairment or loss of use of any tangible property. '*Data*' is not considered as tangible property.

2. **Breach Notice Law**
   Means the laws and regulations for data protection and privacy in any country that requires notice to be given for an actual or potential breach of laws and regulation relating to **Personal Information**.

3. **Business Interruption Loss**
   Means the reduction in net profit due to **Material Interruption**, that the **Company** would have earned (and which is attributable to a loss of revenue) in the period from the expiration of the **Waiting Period** until service is restored (but in any event no later than 120 days after the commencement of the **Material Interruption** for the purpose of this Policy) before payment of income taxes and after accounting for savings and reasonable mitigation.

4. **Claims**
   Means
   a) Any written request or demand made to the **Insured** by or on behalf of a **Third Party** seeking monetary or non-monetary relief , or suit or proceedings; or
   b) A civil proceeding against the **Insured**;
   c) A criminal proceedings against the **Insured**;
   d) A formal administrative or formal regulatory proceeding commenced by the filing of a notice for any actual formal investigation in respect of data protection laws and regulations against an **Insured**;
   arising directly and exclusively of a **Security Breach** and/or **Privacy Breach** for which the **Insured** is alleged to be responsible.

5. **Client**
   any **Third Party** to whom the **Company** provides services and/or goods pursuant to a written contract**.**

6. **Computer System**
   Means computer hardware, software, firmware, its related components operated by the **Company** or **Consultant** in the provision of **Professional Services**.

7. **Consultant**
   Means any natural person or entity who has a written contract with the **Company** for the **Policyholder.**

8. **Control Group**

Control Group means the Chief Executive Officer, Chief Financial Officer, General Counsel, Risk Manager, Chief Operating Officer, Chief Information Officer, Chief Privacy Officer, President and Chief Technology Officer and their functional equivalents in any jurisdiction of the Named **Insured**.

9. **Corporate Information**

means:

a) Confidential information owned by a **Client** which is in the care, control or custody of a **Company** in the ordinary course of business**;** or

b) which is subject to legal professional privilege to which a **Third Party** is entitled, including but not limited to any confidential information supplied to a solicitor, accountant or other professional advisor in the course of his or her professional duties, which is otherwise not in the public domain; or

c) Information provided by a **Client** to the **Company** which is in the **Company** agrees in writing to treat as confidential.

10. **First Party Costs**

means

i) **Credit Monitoring Costs;** and/or
ii) **Crisis Management Costs;** and/or
iii) **Cyber Extortion Costs;** and/or
iv) **Data Restoration Costs;** and/or
v) **Defence Costs;** and/or
vi) **Forensic Costs;** and/or
vii) **Legal Representation Costs;** and/or
viii) **Privacy Notification Costs**

11. **Credit Monitoring Costs**

Means reasonable fees, costs and expenses incurred, with the prior written consent of the **Insurer**, in respect of credit monitoring services for up to 12 months to affected individuals following an actual or suspected **Privacy Breach**.

12. **Crisis Management Costs**

Means reasonable fees, costs and expenses paid or incurred, with the prior written consent of the **Insurer**, in respect of a public relations **Consultant** to avert or mitigate material damage to the **Company**'s reputation or goodwill arising from a **Crisis Management Event**.

13. **Crisis Management Event**

Means the actual or threatened public communication or reporting in any media which arises directly out of a **Privacy Breach** or **Security Breach**.

14. Cyber Extortion Costs

Means reasonable fees, costs and expenses paid, with the prior written consent of the **Insurer**, towards security **Consultants** retained by the **Company** and cash, marketable goods or services paid by the **Company** to prevent or end a **Cyber Extortion Threat**.

15. Cyber Extortion Threat

Means a credible and probable threat or series of related threats directed at the **Insured** to corrupt, damage, destruct, or to introduce a **Malicious Code**, or a denial-of-service attack to the **Computer System** of the **Company** or to cause Privacy Breach or Cyber Terrorism or financial harm caused due to data exfiltrated post containment of a cyber attack.

16. Cyber Terrorism

means disruptive activities against any **Computer System**, with the explicit threat of causing harm, widespread fear, furthering social, ideological, religious, political, or similar objectives, or intimidating any person(s) in furtherance of such objectives.

17. Damages

Means

(a) Any monetary compensation the **Insured** is legally obligated to pay pursuant to an award or judgment entered against the **Insured**; or

(b) Settlements negotiated by **Insured** and consented to by the **Insurer** in writing .

The term Damages shall not include or mean:

(i) future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief;

(ii) commissions, royalties, bonuses or profits by the Insured or the Costs to reperform any services;

(iii) costs to design, upgrade or improve a **Computer System**, including correcting any deficiencies or problems;

(iv) return or offset of fees;

(v) Aggravated or multiple damages, taxes or loss of tax benefits, sanctions;

(vi) fines, penalties except as covered under Insuring Clause 1.1 up to the sub-limit specified in the **Schedule**;

(vii) Punitive, multiplied or exemplary damages, unless insurable by law under the law under which this Policy is construed;

(viii) discounts, coupons, prizes, awards or other contractual or non-contractual incentives, promotions or inducements offered to the **Company**'s customers or clients;

(ix) liquidated damages to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;

(x) matters deemed uninsurable under law.

18. Data

Means any software or electronic data including representation of information, knowledge, facts, concepts or instructions that exists in a form readily usable by the **Computer System** and that is subject to regular back up procedures. It further includes computer programs, applications, customer information, private or **Personal Information**, marketing information, financial information and any other form of information of similar nature.

19. Data Restoration Costs

Means reasonable fess, costs and expenses incurred, following a **Security Breach,** towards restoration of **Data** lost, with the prior written consent of the **Insurer**, to:

(a) determine whether **Data** held by the **Company** on behalf of a **Third Party** can or cannot be restored, recollected, or recreated; and/ or

(b) recreate or recollect **Data** held by the **Company** on behalf of a **Third Party**

20. Deductible

Deductible means subject to the Policy limits that apply, Insurer will pay only that part of the total of all covered loss that exceed the deductible amount shown in the Policy Schedule.

21. Defence Costs

Means reasonable and necessary fees, costs and expenses (other than regular or overtime wages, salaries or fees of Insured Persons or office overheads, travel costs unrelated to a **Claim** or other administrative costs) incurred with the prior written consent of the **Insurer** (including court fees, premiums for any surety, appeal bond, attachment bond, personal bond or similar bond for any civil proceeding) resulting solely and exclusively from the investigation, adjustment, defence or appeal of a **Claim** against any **Insured**,

Defence Costs does not include any internal costs of the **Insured** including but not limited to wages, salary, overhead, or other charges incurred by the **Company** for any time spent in cooperating in the defence and investigation of any **Claim** or circumstance which might lead to a **Claim** notified under this Policy.

22. Extended Reporting Period

Means the period, mentioned in the **Schedule**, following expiry of **Policy Period**, during which written notice of any **Claim**/Circumstance first made against the **Insured** during the **Policy Period** may be given to the **Insurer** subject to the terms and conditions of the Policy.

23. Forensic Costs

Means reasonable fees, costs and expenses incurred by the **Insured** with the prior written consent of the **Insurer** to hire a computer security expert to determine the cause of a **Security Breach** or a **Privacy Breach**.

24. Insured

Means

(a) **Company**

(b) Any natural person who was, is, or becomes during the **Policy Period** director, partner, or **Employee** of any **Company**.

Insured shall also include spouse, estate, heirs, executors or legal representatives of the parties mentioned in (b) above in the event of their death, incapacity, insolvency or bankruptcy, but only to the extent (b) would have been covered.

25. Legal Representation Costs

means reasonable fees, costs and expenses incurred by the **Insured** with the prior written consent of the **Insurer** to obtain legal advice and representation associated with a **Regulatory Investigation**.

26. Loss

Means any:

(a) **Damages**;

(b) **Defence Costs**.

Loss does not mean, internal or overhead expenses of the **Insured** including but not limited to any salaries, wages, personal expenses, benefits or overhead expenses of any **Insured**.

27. Material Interruption

Means any interruption in, or suspension of, the service provided by the **Computer System** directly caused by a **Security Breach**.

28. Malicious Code

Malicious code is the term used to describe any **code** in any part of a **software** system or script that is intended to cause undesired effects, security breaches or damage to a system.

29. Multimedia Activities

Means the publication or broadcast of any digital media content, other than computer software or the actual goods, products or services described, illustrated or displayed.

30. Personal Information

Means any private information concerning a natural person which has been lawfully collected is in the care, custody and control of the **Company**.

Personal Information does not include publicly available information that is lawfully made available to the general public from any source including government records.

31. Privacy Breach

Means

(a) an unauthorised, accidental or negligent disclosure, access or use of **Personal Information**; or

(b) actual breach of any federal, state or foreign statute or regulation requiring the **Insured** to protect the confidentiality and/or security of **Personal Information**.

32. Privacy Notification Costs

Means reasonable fees, costs and expenses incurred by the **Insured**, with the prior written consent of the **Insurer**, towards their legal obligation to comply with a **Breach Notice Law** to provide notification to individuals who are required to be notified.

33. Professional Services

Means the services as specified in the **Schedule**.

34. Regulatory Fines

Means any lawfully insurable civil fines and penalties payable by the **Insured**, which are adjudicated by a regulatory body for breach of any law which relates to the regulation and enforcement of data protection and privacy.

35. Regulatory Investigation

means any formal or official action, investigation, inquiry or audit by an official regulator against an **Insured**, which

i) arises out of the use or alleged misuse of **Personal Information**; or
ii) Involves any actual or alleged breach of breach notice law.

but shall not include any industry-wide, non-firm specific, inquiry or action.

36. Security Breach

Means a failure of or intrusion of the **Computer System** to prevent

(a) Unauthorized access to or Unauthorized use;
(b) Prevent transmission of **Malicious Code** to **Data** irrespective of whether it is specifically targeted attack or a generally distributed attack

Security Breach includes

any such failure or intrusion resulting from the theft of a password or network access code from **Company**'s premises, **Computer System**, or director or officer, or **Employee** of a **Company** by non-electronic means in direct violation of a **Company**'s specific written security policies or procedures.

37. Third Party

Means any entity or natural person; except the following

a) Any **Insured; or**
b) Any entity which the **Company** manages or operates;
c) Any entity or natural person having more than 15% stake in the **Company**;
d) **Consultant**.

38. Unauthorised Disclosure

Means disclosure that is not authorized by the **Insured** and is without knowledge or consent of the **Control Group.**

39. Waiting Period

Means the number of hours set forth in item _ of the Schedule _that must elapse once a **Material Interruption** has begun before a **Business Interruption Loss** can begin to be incurred.

Exclusions applicable to Section-3

The **Insurer** shall not be liable for **Loss**, based upon, arising out of, attributable to or in any manner involving:

1. Anti-Trust

any actual or alleged unfair competition, antitrust violations, deceptive trade practices, or restraint of trade or antitrust statute, legislation, or regulation. However, this exclusion shall not apply to Insuring Clause 2.

2. Bodily Injury/Property damage

any **Bodily Injury** or **Property damage** except that this exclusion shall not apply to wrongful infliction of emotional distress or mental anguish arising out of actual or alleged **Multimedia Activities**, **Privacy Breach**, **Security Breach** as covered under Insuring Clause 1 &3.

3. Employers Liability for:

(a) any **Bodily Injury**, sickness, disease, death or emotional distress or disturbance, to any **Employee** of the **Company**;

(b) Responsibilities, obligations or duties imposed on the **Insured** by laws pertaining to pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts.

4. Contractual Liability

any assumption of liability under a contract or agreement by the **Insured** . Provided however that this exclusion will not apply:

(a) with respect to the coverage provided by Insuring Clause 1 and 3e); or

to the extent the **Insured** would have been liable for such **Loss** in the absence of such contract or agreement.

5. Criminal, Dishonest and Fraudulent Acts

Any deliberate act, error or omission which a court, tribunal, arbitrator or regulatory body finds, or which an **Insured** admits, to be a criminal, dishonest or fraudulent act or omission.

The **Insurer** will continue to pay on behalf of an **Insured, Defence Costs** under this Policy until a dishonest, criminal or fraudulent act, error or omission is found by a court, tribunal, arbitrator or regulator to have been committed by an **Insured** or a written admission by the **Insured.** Following such finding the **Insurer** shall be entitled to repayment of any amount paid to or on behalf of the **Insured** under this Policy.

6. Intellectual Property

Any actual or alleged plagiarism or infringement, misuse or abuse of patent, trade name, trademark , trade dress and trade secret, copyrights, licenses or any other form of business related intellectual property.

7. Infrastructure

Any failure arising out of, based upon or attributable to any mechanical failure, electrical failure, telecommunication failure, or satellite failure unless under the **Insured's** operational control.

8. Mislabelling

any actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products, or services provided by the **Insured**.

9. Prior Acts Exclusion Date

Any act, error, omission, **Privacy Breach** or **Security Breach** or **Multimedia Activities** that occurred prior to the **Prior Acts exclusion date** specified in the **Schedule** to this Policy.

10. Unlawful gathering of private information

a) Actual or alleged unlawful gathering of **Data** or **Personal Information;** or

b) any unsolicited communication

11. Pollution

Any actual, alleged or likely discharge, dispersal, seepage, migration, emission, release, treatment or removal of **Pollutants;** or any regulation, order, direction or request to test, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants.**

Extensions applicable to Section 3:

1. Extended Reporting Period:

If this Policy is not:

(a) renewed by the **Insurer** or the **Policyholder**; nor

(b) replaced by the **Insurer**, nor

(c) cancelled by the **Insurer** for a breach of the terms of this Policy by an **Insured**,

then the **Policyholder** shall have the right to an **Extended Reporting Period**.

2. Business Interruption Loss

The **Insurer** will pay the **Business Interruption Loss,** incurred by the **Company.**

3. New Subsidiary

The definition of **Company** is extended to automatically include any entity which becomes a **Subsidiary** during the **Policy Period** if such entity:

(i) has annual revenues below the percentage as mentioned in the **Schedule** of the total consolidated revenue of the **Policyholder**;

(ii) undertakes same **Professional Services** as specified in the Schedule as undertaken by the **Company** and covered under this Policy**;**

If the entity is excluded from coverage on account of (i) to (ii) above, then to extend coverage, the **Company** must:

(i) provide the **Insurer** with additional information as the **Insurer** may reasonably require;
(ii) accept any notified alteration in the terms of this Policy; and
(iii) pay any additional premium specified by the **Insurer**, before the end of the specified **Policy Period**.

SECTION 4 – EMPLOYEE DISHONESTY / COMMERICAL CRIME INSURANCE

Insuring Clause

The **Insurer** will indemnify the **Insured** for any **Loss** resulting directly from any **Criminal Acts** first discovered during the **Policy Period** or any **Extended Reporting Period**, provided that such **Criminal Act** was committed after the **Retroactive Date,** if applicable and notified to the **Insurer** in accordance with **Loss Reporting** Condition.

Limit of Liability and Deductible

The Limit of Liability shall be the **Insurer**'s maximum liability payable under this Policy for each covered **Loss** sustained during the **Policy Period** or **Extended Reporting Period** (if applicable) within the stated **Policy Territory**, and shall apply over and above the applicable **Deductible**. In case where more than one **Loss** arises from one **Criminal Act** or from a series of inter-related **Criminal Acts**, they shall be deemed to be a single **Loss** irrespective of the number of **Loss** notifications made.

Deductible is the **Insured**'s obligation to pay in respect of each **Loss** or **Claim**, and is stated in the **Schedule**. It will be the first amount borne by the **Insured** and shall remain uninsured.

A single **Deductible** is applicable in case of more than one Loss arising from one **Criminal Act** or from a series of inter-related **Criminal Acts.**

Definitions

1. **Communication System**
   Means systems which permit the digital transmission of instructions, messages, information or payments.

2. **Computer Fraud**
   Means any fraudulent or dishonest misuse or manipulation by a **Third Party** of the **Computer System**s, programs or funds transfer systems owned or operated by the **Insured**.

3. **Computer System**

   Means **Insured's** computer and all input, output, processing, storage, intranets and communications facilities including related communication or open systems networks and extranets which are connected to such device.

4. **Corporate Transaction**
   Means any transaction involving the purchase or sale of shares, equity, debt or assets of any entity.

5. **Counterfeit or Counterfeiting**
   Means the intentional imitation of any currency notes or coins such that an **Insured** is deceived on the basis of the quality of the imitation to believe that the imitation is the authentic original currency. Fictitious instruments which merely contain evident fraudulent misrepresentations of fact and are genuinely signed or endorsed are not **Counterfeit** within the meaning of this Section.

6. **Criminal Acts**
   Means any **Internal Crime** and **External Crime**.

7. **Data Reconstitution Costs**
   Means the reasonable costs (other than remuneration payable to any **Employee**, partner, **Director** or **Insured**'s **Officer**, and the cost of their time or costs or overhead) incurred in reproducing or amending the software programs or systems where such reproducing or amendment is necessary to correct damages caused to the programs or to amend the security codes following a **Criminal Act** in respect of the use of the computer hardware or software programs or systems owned and operated by the **Insured** and which was the subject of a **Loss** under this Policy.

8. **Director or Officer**
   Means any natural person who was or now is a director or officer of the Policyholder or any **Subsidiary** (or the equivalent position in any jurisdiction) or who becomes a director or officer of the **Policyholder** or any **Subsidiary** (or the equivalent position in any jurisdiction) during the **Policy Period**, including de jure, de facto and shadow directors.

9. **Discovered or Discovery**
   means the moment on which the **Insured** or any of the **Insured's** partner, **Director or Officer**, departmental head or other senior manager or the equivalent thereof, first becomes aware of any fact or facts or circumstances, acts or omissions that give reasonable grounds to believe that **Loss** as insured under this Policy has been or may be or will be incurred even though the exact amount or details of the **Loss** may not then be known.

10. Employee

means:

(a) any natural person who is employed under a contract of service with an **Insured** in the ordinary course of the **Insured's** business whom the **Insured** compensates by payment of salary, wages or commissions and has the right to govern and direct in the performance of such service; or

(b) any natural person who works under the supervision of an **Insured** and who is subject to the same controls and procedures as the person mentioned under (a) above; or

(c) any natural person who is a trustee, fiduciary, administrator or officer of any **Superannuation Fund**; or

(d) any natural person who is a volunteer, student, intern, leased worker, secondee or temporary personnel whilst performing acts within the scope of an **Employee's** normal duties; or

(e) any natural person whose identity the **Insured** is unable to discover, but whose **Criminal Act** caused a **Loss** under this Policy and the evidence proves that the **Loss** was sustained due to a **Criminal Act** of a person under (a), (b), (c) or (d) above;

(f) any director, officer, partner, or trustee of the **Insured**, when performing acts coming within the scope of the usual duties of an **Employee**;

(g) Retired employee appointed by the **Insured** under a written contract whom the **Insured** governs and directs in the performance of their service as an employee;

(h) any Former employee of the **Insured**, for a period not exceeding 60 days following the formal termination of their employment with the **Insured** (other than where such termination is as a result of an act or acts of fraud or dishonesty).

But excluding:

(i) any partner of the **Insured** (where the Policyholder or its **Subsidiary** is a partnership);

(ii) any external auditor, accountant, solicitor, attorney, broker, factor, commission merchant, consignee, contractor, other corporate or individual agent, representative, or equivalent thereof.

11. Extended Reporting Period

Means the **Period**, mentioned in the **Schedule,** following expiry of **Policy Period,** during which written notice of any **Claim/**Circumstance first Discovered by the **Insured** in the **Policy Period** and made to the **Insurer** within such **Period,** subject to the terms and conditions of the Policy.

12. External Crime

means any criminal or fraudulent or dishonest single, continuous or repeated act(s) or a series of acts committed by a **Third Party** of:

(i) Theft;

(ii) Forgery;

(iii) Fraudulent Alteration;

(iv) Counterfeiting;

(v) Computer Fraud;

Provided that the Insured must prove that such **External crime** was committed with the intention of causing the **Insured** to suffer such **Loss** or to obtain an **Improper Financial Gain** for the **Third Party.**

External crime shall in no event mean:
a) **Corporate Transaction**;
b) **Voluntary Exchange or Purchase** unless covered under **Forgery**, **Fraudulent Alteration**, **Counterfeiting** or **Computer Fraud**;
c) **Investment Activities**.

13. Financial Institution

Means any bank including any merchant, commercial or investment bank, finance **Company**, insurance or reinsurance **Company** (other than a captive owned by the **Insured**), mortgage bank, savings and loan association, building society, credit union, stockbroker, investment trust, asset management **Company**, fund manager or any entity established principally for the purpose of carrying on commodities, futures or foreign exchange trading or any other similar entity.

14. Financial Instrument

Means cheques, drafts or similar written promises, orders or directions to pay a certain sum of money that are made, drawn by or drawn upon an **Insured** or by anyone acting or purporting to be acting as the **Insured**'s agent.

15. Forgery

means:

a) the unauthorized signing of another natural person's name or a copy of said person's signature; or
b) the endorsing or amending without authority,

of any cheque, draft, promissory note or bill of exchange or other **Financial Instrument** given or received by an **Insured** with the intent to deceive in consequence of which the **Insured** has acted or transferred funds or goods.

Mechanically or electronically produced or reproduced signatures shall be treated as hand written signatures.

16. Fraudulent Alteration

means a material alteration to any **Financial Instrument** for a fraudulent or dishonest purpose by a person other than the person who was authorised to prepare or sign such **Financial Instrument**.

17. **Insured**

Means:

(a) the **Policyholder;**

(b) a **Subsidiary**; and

(c) An **Employee Superannuation Fund**.

18. **Improper Financial Gain**

Means any person gaining any **Money** or **Securities** from the **Insured** to which that person was not legally entitled. Improper Financial Gain shall in no event include salaries, bonuses, fees, commissions, promotion, emoluments or other remuneration.

19. **Internal Crime**

Means any fraudulent or dishonest single, continuous or repeated act(s) committed by an **Employee** acting alone or in collusion with others which causes a **Loss** to the **Insured**.

Provided that the **Insured** must prove that such **Internal Crime** was committed by the **Employee** with the intention of causing the **Insured** to suffer such **Loss** or to obtain an **Improper Financial Gain** for that **Employee** or for any other individual or organisation.

However, for **Employees** who are engaged in treasury or trading or dealing in **Securities**, valuable papers, commodities, foreign exchange, derivatives, loans, and transactions in the nature of loan or extension of credit, the **Insured** must prove that such **Internal Crime** was committed by the **Employee** with the intention of causing the **Insured** to suffer such **Loss** and the **Employee** making an **Improper Financial Gain** for that themselves or for any other individual or organisation.

20. **Investigation costs**

Means all reasonable and necessary costs of the loss investigator, incurred by the **Insured** to establish the amount of a **Loss** (other than remuneration payable to any **Employee**, partner, **Director or Officer** of **Insured's**, cost of their time or costs or overhead) and production of proof of **Loss** in connection with a covered **Loss** to be paid under this Policy where the **Loss** is excess of the applicable **Deductible**.

21. **Investment Activities**

Means the act or purported act of investing or trading in **Securities**, commodities, futures or foreign exchange.

22. **Loss**

Means the direct financial loss sustained by an **Insured** and shall include **Investigation Costs**.

23. **Malicious Code**

Means the term used to describe any code in any part of a software system or script that is intended to cause undesired effects, security breaches or damage to a system including but

not limited to computer viruses, trojan horses, keystroke loggers, spyware, adware, worms and logic bombs.

24. **Money**
Means any medium of exchange authorized or adopted by the Government of India or a foreign government as part of its currency including coins, bank notes, cheques, bullion, travellers' cheques, registered cheques, postal cheques, postal orders and money orders.

25. **Property**
Means your tangible property other than **Money** or **Securities**.

26. **Superannuation Fund**
Means any superannuation fund established and sponsored solely by the **Insured** and solely to provide retirement benefits to the **Insured**'s past, present or future **Employee**s, **Directors or Officers** or their respective beneficiaries.

27. **Third Party**
Means any person or entity other than the **Insured**, not being an **Employee** or acting in collusion with an **Employee.**

28. **Theft**
Means the unlawful permanent deprivation of **Money** or **Securities**, whether from the **Insured**'s premises or in transit. For the avoidance of doubt, for the purpose of this Policy, **Theft** includes robbery.

29. **Voluntary Exchange or Purchase**
Means the voluntary giving or surrendering (whether or not such giving or surrendering is induced by deception) of **Money**, **Securities** or **Property** in any exchange or purchase.

Exclusions applicable to Section-4

The **Insurer** shall not be liable to make any payment under the Policy for any:

1. Consequential Loss
Consequential Loss arising directly or indirectly from or in connection with any **Loss** covered under this Policy, unless covered under **Investigation Costs**.

2. Fire
Loss or damage caused to any property directly or indirectly by any fire or ensuing loss or damage by fire.

3. IP Rights and Trade Secrets
Loss of or arising from accessing of any confidential information including but not limited to trade secrets, computer programs, customer information, patents, trademarks, copyrights, processing

methods, or any similar non-public information except to the extent that any such information is used to support or facilitate the committing of a **Criminal Act** covered under this Policy.

4. Kidnap and Ransom
Loss arising directly or indirectly from or in connection with kidnap, ransom or any threat thereof.

5. Legal Fees
The **Insurer** shall indemnify the **Policyholder** for reasonable legal fees, costs and expenses incurred and paid by the **Insured** in the Defence of any demand, claim, suit or legal proceeding which the **Insured** subsequently establishes results directly from a **Loss** covered under this **Policy**.
The **Insurers**' liability during any one **Policy Period** for all cover under this section shall not exceed the amount as stated in the Limit of Liability prescribed under the **Schedule**, provided however that:

(a) such legal fees, costs and expenses are incurred with the prior written consent of the **Insurer**;

(b) there is no duty upon the Insurer to advance any legal fees, costs or expenses to the Insured prior to the conclusion of the demand, claim, suit or legal proceeding;

5. Major Shareholder Exclusion
Loss resulting directly or indirectly from an act committed by any person, who at that time owns or controls more than 20% of share capital issued by the **Insured** or voting rights of any **Insured**, regardless of the specific **Insured** actually incurring the **Loss**.

Specific Conditions applicable to Section-4

1. Changes to Policy
The terms and conditions of this Policy may only be altered, subject to a written notification made to the **Insurer**, and subsequent approval, followed by a written endorsement issued by the **Insurer**.

2. Fraudulent Notification
If any notification under this Policy is in any respect fraudulent or if any fraudulent means be used by the **Policyholder** or any one acting on their behalf to obtain any benefit under this Policy or if any **Loss** be caused or contributed to by the wilful act or with the connivance of the **Insured,** all benefit and or coverage under this Policy shall be forfeited and the **Policyholder** shall immediately reimburse the **Insurer** for any payments that it may have made in respect of such notification.

3. Knowledge
Knowledge possessed or **Discovery** made by any person, **Company** or entity forming part of the **Insured** or by any partner, **Director or Officer**, departmental head or other senior manager or the equivalent thereof shall be deemed to constitute knowledge possessed or **Discovery** made by all other persons, companies or entities forming part of the **Insured**.

4. Loss Reporting

It is a condition precedent to the **Insurer**'s liability:

a. to make any payment under this Policy by way of a written notice of **Discovery** of a **Loss** or circumstances which may give rise to **Loss** shall be given to the **Insurer** as mentioned in the **Schedule** immediately and in any event within 30 days of **Loss** being **Discovered** and within the **Policy Period** (or applicable **Extended Reporting Period**), at the **Insurer**'s address specified in the **Schedule**. The **Insurer** should be provided with all requested information and documentation, including but not limited to complete particulars of the fraudulent/dishonest acts, the dates on which these acts first and subsequently occurred and the persons involved and the First Information Report filed with the police.

b. For the **Insurer** to be provided with assistance and co-operation in all matters pertaining to the **Loss** notified hereunder.

5. Proof of Loss

The **Insured** shall furnish a proof of **Loss** with full particulars of the Loss to the **Insurer** as soon as reasonably possible in support of its **Claim** under the Policy. Unless otherwise agreed, a reasonable time frame will be deemed to be 12 months from the date of **Discovery**.

The **Insured** may not offer, as a part of any proof of **Loss**, any computation or comparison which involves in any manner a profit and **Loss** computation or comparison. The **Insured** may offer a comparison between an **Insured**'s inventory records and actual physical counts of its inventory to prove the amount of **Loss** only where an **Insured** establishes that, wholly apart from such comparison, it has sustained a covered **Loss** caused by an **Employee**.

Recoveries

Any sums recovered following a payment or payments under this Policy shall be distributed in the following order:

1) the costs incurred in the course of such recovery, whether to the **Policyholder** or to the **Insurer**;
2) to the **Policyholder** in respect of any amount by which the amount of the **Loss** exceeded the **Limit of Liability**;
3) to the **Insurer** to the extent of the **Loss and/or Legal Fees** paid or payable;
4) to the **Policyholder** for the amount of any **Deductible** applicable.

6. Valuation of Losses

1) Securities

In no event shall the **Insurer** be liable in respect of **Securities** for more than the actual cash value thereof at the close of business on the business day on which the **Loss** was **Discovered**.

2) Electronic data

In the event that a **Loss** covered under this Policy results in the destruction, erasure or **Theft** of electronic data used by the **Insured** while such data is stored within the **Insured's Computer System**s, the **Insurer** shall be liable under this Policy if such data is actually reproduced and cover hereunder shall only apply to the cost of labour for the actual transcription or copying of data, which shall have been furnished by the **Insured** in order to reproduce such electronic data.

3) **Foreign currency**

If a foreign currency (being a currency other than the currency in which this Policy is written) is involved in a **Loss** sustained by the **Insured** under this Policy, then for the purpose of any calculation required in the settlement of a Loss, the rate of exchange shall be the published rate in the Reserve Bank of India on the date of such settlement (or if discovered during a weekend or national holiday, on the next business day thereafter).

4) **Property**

In no event shall the **Insurer** be liable in respect of **Property** (not included in the above), for more than the actual cash value thereof at the time of **Loss** or for more than the diminution in value of the **Property** of such **Property** or of replacing same with **Property** or material of like quality and value, provided however, the actual cash value of such other **Property** held by the **Insured** as a pledge, or as collateral for an advance or loan, shall be deemed not to exceed the value of the **Property** as determined and recorded by the **Insured** when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

SECTION 5 – PROFESSIONAL INDEMNITY

Insuring Clause

The **Insurer** will cover the **Insured** for **Damages** and **Claim Expenses**, in excess of **Deductible** which are first made against the **Insured** during the **Policy Period** or **Extended Reporting Period**, if applicable, reported to the **Insurer** as required under the Policy.

Coverage:

The **Insurer** will pay to the **Insured**, **Damages** and **Claim Expenses** which the **Insured** shall be liable to pay because of any **Claim** first made against any **Insured** and reported to the **Insurer** during the **Policy Period** or **Extended Reporting Period** (if applicable), arising out of an actual or alleged negligent act, error or omission of the **Insured** in rendering or failing to render **Professional Services** by the **Insured.**

Coverage 1: Employee related frauds/Employee Dishonesty

The **Insurer** shall indemnify the **Insured Organization** (who is not the actual perpetrator) for any, **Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay as a result of any **Claim** first made against any **Insured** and reported to the **Insurer** during the **Policy Period** or **Extended Reporting Period** (if applicable) arising out of any dishonest or fraudulent, conduct of any **Employee**, former **Employees**, interns, volunteers, project students solely under contract with, and under the direction and direct supervision of the **Insured Organization** but only when providing **Professional Services** on or after the **Retroactive Date** and before the end of the **Policy Period**.

Provided, however, that a director shall not be considered an **Employee** for purposes of this coverage.

Coverage 2: Multimedia Coverage

The **Insurer** shall indemnify the **Insured** for any **Damages** and **Claim Expenses** which the **Insured** shall become legally obligated to pay as a result of any **Claim** arising from following acts committed on or after the **Retroactive Date** and before the end of the **Policy Period** in the course of the **Insured Organization** performance of **Professional 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 or design;

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

Limit of Liability and Deductible

The Limit of Liability stated in the **Schedule** for "Each **Claim**" is the limit of **Insurer**s Liability for all **Damages** and **Claims Expenses** arising out of each **Claim**. The aggregate for the **Policy Period** stated in the **Schedule** is **Insurer**s' combined total Limit of Liability for all **Damages** and **Claims Expenses** arising out of all **Claims** 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 **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability. The Limit of Liability for the **Extended Reporting Period** shall be part of and not in addition to the Limit of Liability of the **Insurer**s for the **Policy Period**.

The **Deductible** applies separately to each **Claim**. The **Deductible** shall be satisfied by monetary payments by the **Policyholder** of **Damages** and **Claims Expenses** resulting from **Claims** first made and reported to the **Insurer**s during the **Policy Period** and the **Extended Reporting Period**.

Satisfaction of the **Deductible** is a condition precedent to the payment by the **Insurer**s of any amounts hereunder, and the **Insurer**s shall be liable only for the amounts in excess of such **Deductible** subject to **Insurer**s' total liability not exceeding the Limits of Liability stated in the **Schedule**. The **Policyholder** shall make direct payments within the **Deductible** to appropriate other parties designated by the **Insurers.**

Definitions applicable to only Section 5

1. **Bodily Injury**
   Means physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting therefrom.
2. **Claim**
   means a written demand received by any **Insured** arising out of an actual or alleged negligent act, error or omission in rendering or failing to render **Professional Services** by the **Insured** for **Damages**, 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 **Insureds** involved in the **Claim**.

   All such **Claims** shall be deemed to have been made at the time of the first such **Claim**.

3. **Claims Expenses**
   Subject to the prior consent of the **Insurer:**
   (a) reasonable and necessary fees charged by an attorney designated by the **Insurer**s; and
   (b) all other fees, costs and expenses resulting from the investigation including **Pre-Investigation Costs**, adjustment, settlement, defence and appeal of a **Claim**, suit or proceeding arising in connection therewith, incurred by the **Insured**;

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

4. **Damages**
   Means damages as awarded by way of a monetary judgment, arbitral award or a settlement negotiated with the **Insured** with **Insurer's** prior written consent.
   The term **Damages** shall not include or mean:
   (a) future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief;
   (b) return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided;
   (c) costs incurred by the **Insured** to correct, re-perform or complete any **Professional Services**, **Media Activities** or **Technology Based Services**;

(d) any Damages which are a multiple of compensatory **Damages**, fines, taxes or loss of tax benefits, sanctions or penalties;
(e) punitive or exemplary **Damages**;
(f) discounts, coupons, prizes, awards or other incentives offered to the **Insured**'s customers or clients;
(g) liquidated **Damages** to the extent that such **Damages** exceed the amount for which the **Insured** would have been liable in the absence of such liquidated **Damages** agreement; or
(h) any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**.
(i) any matter which may be deemed uninsurable under the law pursuant to which this Policy is construed.

5. Extended Reporting Period

Means the **Period** of time after the end of the **Policy Period** for reporting **Claims** as provided in the Policy.

6. Insured

(a) The **Company**;
(b) A director or **Employee** of the **Company**, but only while acting in that capacity solely on behalf of the **Company** in the performance of **Professional Services** as stated in the Schedule to this Policy;
(c) A principal if the **Policyholder** is a sole proprietorship, or a partner if the **Policyholder** is a partnership, but only while acting in that capacity solely on behalf of the **Policyholder** in the performance of Professional Services as stated in the Schedule to this Policy;
(d) Any person who previously qualified as an **Insured** under 2 or 3 above prior to the termination of the required relationship with the **Company**, but only while acting in that capacity solely on behalf of the **Company**;
(e) The estate, spouse, civil partner heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured**'s death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy.

7. Insured Organisation

Insured Organization means:

1. **Insured**;
2. any Subsidiary thereof; and
3. in the event a bankruptcy proceeding is instituted by or against the foregoing entities, the resulting debtor in possession, if any.

8. Media Activities

means **Media Communications** and/or the gathering, collection or recording of **Media Material** for inclusion in any **Media Communication** in the ordinary course of the **Insured's** organization's business.

9. **Media Communication**
means the display, broadcast, dissemination, distribution or release of **Media Material** to the public by the **Insured's** organization.

10. **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.

11. **Pre- Investigation**
means a formal written notification to a regulatory authority of a suspected material breach of an **Insured**'s legal or regulatory duty while rendering **Professional Services for a fee**, and any interviews, meetings or production of documents arising therefrom.

12. **Pre-Investigation Costs**

means the reasonable costs for legal advice and representation in connection with, preparing for, responding to, or attending a **Pre-Investigation**. **Pre-Investigation Costs** does not include remuneration, cost of the time of any **Insured**, travel costs, or costs or overheads of the **Insured**.

13. **Professional Services**
Means services mentioned in the **Schedule** to this Policy**.**

14. **Property damage**
Means physical injury to or destruction of any tangible property, including the loss of use thereof.

15. **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 insured's organization, computer and software systems installation and integration, computer and software support, and network management services performed by the **Insured**, or by others acting under the **Insured's** organization's trade name, for others for a fee, but shall not mean **Technology Products**.

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

Exclusions applicable to Section 5

The **Insurer** shall not be liable to make any payment under the Policy for any **Claim**:

1. By or on behalf of one or more **Insured's** under this Policy against any other **Insured** under this Policy;

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

a. if any **Insured** 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

b. in respect of which any **Insured** 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;

3. directly or indirectly 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**;

4. directly or indirectly arising out of, based upon, attributable to or resulting from actual or alleged **Bodily Injury** or **Property damage**;

5. directly or indirectly arising out of or resulting from assumption of liability under a contract or agreement for **Insured's Professional Services**, provided however that this exclusion will not apply to the extent the **Insured** would be liable for the **Damages** in the absence of such contract or agreement.

6. For or arising out of or resulting from:

- any breach of warranty, guarantee, undertaking or service level agreement, or for or arising out of any delay of delivery, failure to deliver, or non-acceptance of products or services; delay in delivery or performance, failure to deliver or perform at or within an agreed upon **Period** of time.

7. For or arising out of any actual or alleged antitrust violation, securities law, restraint of trade, unfair competition, false, deceptive or unfair trade practices, violation of consumer protection laws or false or deceptive advertising.

8. 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;

9. For or arising out of actual or alleged:

a. Infringement of patent or patent rights or misuse of patent or;

b. Infringement or misappropriation of trade secret.

10. 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;

11. Made by any business enterprise in which any **Insured** has greater than a 15% ownership interest or made by any parent **Company** or other entity which owns more than 15% of the **Policyholder**, or arising out of or resulting from any **Insured'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 **Company**;

SECTION 6- PUBLIC LIABILITY ACT

The **Insurer** hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed herein, to indemnify the **Insured** or **Owner** as defined for the purpose of this Policy against the statutory liability arising out of **Accidents** occurring during the **Policy Period** due to **handling** of **hazardous substances** as provided for in the **Act** as defined and the Rules framed thereunder.

The **Claim** shall be first made in writing against the **Insured** during the **Policy Period** and notified in writing to the **Company** no later than 30 days thereafter, to pay compensation including claimant's reasonable and necessary costs, fees and expenses anywhere in India, in accordance with Indian law.

Definitions only applicable to Section 6

For the purpose of this Section, the following terms shall have the meaning as set forth hereunder:

(i) "**Act**" unless otherwise specifically mentioned otherwise shall mean the Public Liability Insurance Act 1991 and Public liability Insurance Rules, 1991 as amended from time to time or any other similar statute that may come into force after the effective date of this Policy.

(ii) "**Accident**" means an accident involving a fortuitous, sudden, unexpected or unintentional occurrence or event or circumstance while the Insured is **Handling** any **Hazardous Substance** resulting in continuous, intermittent or repeated exposure to death of, or injury to any person or damage to any property but does not include an accident by reason only of war or radioactivity.

(iii) "**Handling**" in relation to any **Hazardous Substance** means the manufacture, processing, treatment, package, storage, transportation by vehicle, use, collection, destruction, conversion, offering for sale, transfer or the like of such **Hazardous Substance**.

(iv) "**Hazardous Substance**" and group means any substance or preparation which is defined as hazardous substance under the Public Liability Insurance Act, 1991, the Rules framed thereunder and "Hazardous Substance" means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act, 1986 and exceeding such quantity as may be specified, by notification, by the Central Government of India.

(v) "**Owner**" or "**Insured**" means a person who owns, or has control over **Handling** of any **Hazardous Substance** at the time of **Accident** and includes:

(a) in the case of a firm, any of its partners;

(b) in the case of an association, any of its members; and

(c) in the case of a **Company**, any of its directors, managers, secretaries or other officers who is directly in charge of, and is responsible to the **Company** for the conduct of the business of the **Company**.

(vi) "**Turnover**" shall mean

(a) In case of manufacturing Units- Entire annual gross sales turnover including all levies and taxes of manufacturing units **Handling Hazardous Substance** as defined in the Public Liability Insurance Act, 1991. For the purpose of this insurance, the term "**Units**" shall mean all operations being carried out in the manufacturing complex in one location.

(b) In case of Godowns/ Warehouse Owners – Total annual rental receipts of premises **Handling Hazardous Substance** as defined in the Public Liability Insurance Act, 1991.

(c) In case of transport operators – Total annual freight receipts;

(d) In all other cases – Total annual gross receipts.

Exclusions applicable to section 6

The **Insurer** shall not be liable:

- with respect to injury and/or damage occurring prior to the retroactive date as mentioned in the Schedule to this Policy;
- For any wilful or intentional non-compliance of any statutory requirements;
- In respect of fines, penalties, punitive and /or exemplary damages;
- In respect of damage to property owned, leased or hired or under hire purchase or on loan to the **Insured** or otherwise in the **Insured Owner**'s control, care or custody;
- For matter outside the scope of Public Liability Insurance Act, 1991;
- In respect of losses/liability arising outside India;
- with respect to an injury and or damage arising under any other legislation except in so far as provided for in Section 8, Sub Section (1) and (2) of the Public Liability Insurance Act, 1991.

Basis of Assessment of Claims

(i) The basis of assessment of **Claim** shall be the award given by the appropriate authority under the **Act**.

(ii) Claim Procedures**:** The procedure for lodging the **Claim** shall be as under:

(a) On the occurrence of any **Accident**, whether or not the **Insured** receives any notice of an alleged **Claim** / complaint, the **Insured** shall duly inform the **Insurer** in the manner prescribed in the 'Incident Reporting Form', detailing the **Accident**.

(b) The **Insured** shall, upon receipt of any notice of an alleged **Claim** / complaint from appropriate authority, forthwith furnish the same to the **Insurer** in the manner detailed in the 'Claim Application Form'. The **Insured** shall also furnish the copies of such documents, as prescribed by the rules, which are submitted and forwarded by the appropriate authority and/or any proposed responses, if any, by the **Insured** to the appropriate authorities.

(c) Upon the affixing of any legal liability upon the **Insured** in terms of an award of the appropriate authority, the **Insured** shall forthwith submit a duly filled 'Claim Settlement Form', detailing the liability accrued and the **Defence Costs**, if any together with any other information that the **Insurer** may require or as specified in the 'Claim Settlement Form'.

(d) The **Insured** shall also at all times at his own expense produce, procure and give to the **Insurer** all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs, evidence and information with respect to the **Claim** (verified by statutory declaration, if so required) and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the **Insurer** as may be reasonably required by or on behalf of the **Insurer** together with a declaration on oath or in other legal form of the truth of the **Claim** and of any matters connected therewith.

(e) Subject to applicable law, rule, regulation or notification in this behalf, the **Insurer** hereby reserves the right as provided hereafter:

No **Claim** in respect of loss equal to or exceeding twenty thousand rupees in value on the Policy shall be admitted for payment or settled by the **Company** unless the **Insurer** has been given a report on the occurrence of the loss and extent of the loss from a person who holds a license to act as a Surveyor or loss assessor, under the Insurance Act, 1938, and appointed by the **Insurer** for the purpose.

Provided that nothing hereinabove shall be deemed to take away or abridge the right of the **Insurer** to pay or to settle any **Claim** at any amount different from the amount assessed by the Surveyor or loss assessor.

(f) The **Insured** shall furnish the forms duly completed together with:

(i) all material documents, as specified therein or as requested by the **Insurer** or otherwise;

(ii) particulars of all other insurances, if any

No **Claim** under this Policy shall be payable unless the terms of this condition have been complied with.

(g) Limitation Period

In no case whatsoever shall the **Insurer** be liable for any **Claim** for relief made after the expiry of 5 years from the date of **Occurrence** of the **Accident.**

It is hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Duties of the Insured on occurrence **of loss**

On the occurrence of any loss, within the scope of cover under the Policy the **Insured** shall:

(i) Forthwith file/submit a Claim Form in accordance with Claim Procedure Clause as provided in Basis of Assessment of Claims.

(ii) Allow the Surveyor or any agent of the **Insurer** to inspect the lost/damaged properties/premises/goods or any other material items, as per the Right to Inspect Clause as provided in this Part.

(iii) Assist and not hinder or prevent the **Insurer** or any of its agents in pursuance of their duties under Rights of the **Company** on Happening of Loss or Damage Clause as provided in this Part.

(iv) Not abandon the **Insured** property/item/premises, nor take any steps to rectify/remedy the damage before the same has been approved by the **Insurer** or any of its agents or the surveyor.

If the **Insured** does not comply with the provisions of this clause or other obligations cast upon the **Insured** under this Policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the **Insurer** .

Rights of the Company on happening of loss or damage:

On the happening of loss or damage, or circumstances that have given rise to a claim under this policy, the **Company** may:

(i) enter and/or take possession of the **Insured** property, where the loss or damage has happened;

(ii) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage;

(iii) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same; and,

(iv) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the **Company** at any time until notice in writing is given by the Insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn. The **Company** shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim. If the **Insured** or any person on his behalf shall not comply with the requirement of the **Company** or shall hinder or obstruct the **Company** in the exercise of the powers hereunder, all benefits under the policy shall be forfeited at the option of the **Company**.

Right to Inspect

If required by the **Company**, an agent/representative of the **Company** including a loss assessor or a Surveyor appointed in that behalf shall, in case of any loss or any circumstances that have given rise to the claim to the **Insured**, be permitted at all reasonable times to examine into the circumstances of such loss. The **Insured** shall on being required so to do by the **Company** produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the **Company** so far as they relate to such claims or will assist in any way the **Company** to ascertain in the correctness thereof or the liability of the **Company** under the **Policy**.

GENERAL DEFINITIONS APPLICABLE TO ALL SECTIONS

1. **Insurer**
   Means ICICI Lombard General Insurance Company Limited/ Co-Insurer and means to include, 'us', 'we', 'ours', wherever mentioned.

2. **Company**
   Means the **Policyholder** and/or any **Subsidiary**.

3. **Defence Costs**

Means reasonable and necessary fees, costs and expenses incurred with the prior written consent of the **Insurer** (including court fees, premiums for any surety, appeal bond, attachment bond, personal bond or similar bond for any civil proceeding) resulting solely and exclusively from the investigation, adjustment, defence or appeal of a **Claim** against any **Insured**.

Defence Costs does not include any salary, overhead, or other charges incurred by the **Company** for any time spent in cooperating in the defence and investigation of any **Claim** or circumstance which might lead to a **Claim** notified under this Policy.

4. **Jurisdiction**
   means jurisdiction specified in the Policy **Schedule.**

5. **Policy Period**
   Means the Period commencing from the effective date and hour of this Policy and terminating on the expiry date and hour, as shown in the Policy **Schedule**.

   If the **Company** refuses to invite renewal of this Policy for reasons other than non-compliance with the terms of this Policy, the Period of Insurance due to expire upon the renewal date shall be extended for an uninterrupted period of 180 days in respect of claims arising out of any event or circumstance reasonably expected to give rise to claims which was notified to the **Company** in writing by the **Insured** under this Policy at any time prior to the commencement date for this Extension.
   Provided that this Extension shall not apply in respect of:

   a) any claims or Loss indemnifiable under any subsequent insurance arranged by the **Insured**;
   b) Claims excluded.

6. **Proposal:**
   Means:
   a) any information and/or statements or materials;
   b) any proposal form completed and signed by any **Insured** (including any attachments thereto, information included therewith or incorporated therein) for this Policy and any previous Policy for which this Policy is a replacement or renewal;
   c) the financial statements and annual reports of any **Insured**;
   supplied to the **Insurer** by or on behalf of the **Policyholder** either before or during the **Policy Period.**

7. **Policyholder:**
   Means the legal entity mentioned in the **Schedule.**

8. **Policy Territory/ Coverage Territory/Territorial Scope:**
   Means territory specified in the Policy **Schedule**.

9. **Pollutants**
mean any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, re-conditioned or re-claimed.

10. **Prior and Pending Litigation**
Means the date mentioned above in the **Schedule.**

11. **Retroactive date/ Prior Acts Exclusion Date:**
Means the date mentioned in the **Schedule**.

12. **Securities**
Means any bond, debenture, note, share, stock or other equity or security for debt, and will include any certificate of interest or participation in, receipt for, warrant or other right to subscribe to or to purchase, voting trust certificate relating to, or other interest in any of the foregoing items representing Money or Property. Securities shall not include Money or Property.

13. **Subsidiary**
Means an entity in which the **Policyholder** either directly or indirectly through one or more other 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 this Policy the term **Subsidiary** shall also include any incorporated entity or partnership, but only to the extent of the **Company**'s financial interest in that entity.

For any **Subsidiary** or **Insured Person** thereof, cover under this Policy shall only apply while such entity is a **Subsidiary** of the **Policyholder**.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

1. Nuclear Liability Exclusion and Radioactive Contamination
Loss or **Bodily Injury** or **Property damage** directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the **loss**:

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

2. War and Terrorism

Loss or **Bodily injury** or **Property Damage or Personal and Advertising Injury** arising out of the consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, terrorism, 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.

However, this exclusion shall not apply to actual, alleged or threatened cyberterrorism**.**

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

1. Allocation

If part of Loss is covered and part is not covered under this Policy, then the **Insured** and the **Insurer** shall use reasonable efforts to determine a just and equitable allocation of Loss covered under this Policy, taking into account the legal and financial exposures, and in the event of a settlement, also based on the relative benefit to the parties from settlement of such covered and uncovered matters. In the event that the **Insurer** and the **Insured** cannot agree within fifteen (15) days as to the amount of Loss to be advanced under the Policy, then the **Insurer** shall advance Loss which the **Insurer** believes to be covered under this Policy until a different amount shall be agreed upon or determined pursuant to the provisions of this Policy and applicable law.

2. Assignment

Assignment of interest under this Policy shall not bind the **Insurer** unless its consent is specifically provided for.

3. Assistance And Cooperation Of The Insured

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

a. The **Insured** shall cooperate with the **Insurers** in all investigations, including investigations regarding the application for and coverage under this Policy, and

b. The **Insured** shall execute or cause to be executed all papers and render all assistance as is requested by the **Insurers**, and

c. The **Insured** shall provide all the information, documentation, records and other assistance that **Insurers** and/or their representatives may require, and

d. The **Insured** shall not to take any action which in any way increases **Insurers'** exposure under the Policy.

e. Upon the **Insurers'** request, the **Insured** 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 **Insured** because of acts, errors or omissions with respect to which insurance is afforded under this Policy; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

f. The **Insured** 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 **Insurers**.

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

4. Authorisation

The **Policyholder** is authorised to act as representative on behalf of all the other **Insureds** with respect to all matters relating to or affecting this Policy.

5. Bankruptcy

The bankruptcy, winding-up, receivership, administration, liquidation, or insolvency of the **Company** shall not relieve the **Insurer** of its obligations nor deprive any **Insured** of their rights under this Policy.

6. Change Of Risk

Every change materially affecting the facts, circumstances, degree or amount of risk existing at the commencement of this **Policy** or at any subsequent renewal date, including but not limited to change of control of an **Insured,** incorporation of a new subsidiary of the **Insured,** inclusion of an additional premises within the **Policy Period,** etc., shall be notified in writing to the **Insurer** as soon as such change comes to the notice of the Insured or any of their officers or representatives. On receipt of such notice the **Insurer** may vary the terms of this **Policy** and/or charge such additional premium as the **Insurer** may determine appropriate**.**

Where the **Insured** goes under liquidation, either voluntary or compulsory, or is subject to the appointment of a Receiver or Manager, or the entering into of any Scheme of Arrangement or composition with creditors, or the control of an **Insured** being taken over by any Government or by officials appointed by any Government or Governmental Authority or Agency, then this **Policy** shall immediately cease to afford any coverage of any kind for **Loss** subsequently notified to the **Insurer** in relation to such **Insured.**

7. 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**

8. Claim Reporting

Subject to specific claim reporting conditions specified under each Section, for the purpose of this Policy:

1) The **Insured** shall give written notice to the **Insurer** of:
   (a) any circumstances that may reasonably be expected to give rise to a **Claim**;
   (b) any **Claim** made against the **Insured**,
   as soon as practicable and in any case during the **Policy Period** (or **Extended Reporting Period** if applicable).

2) Written notice shall be given to the **Insurer** at the address specified in the **Schedule** as soon as reasonably practicable and shall include (but is not limited to):
   (a) the reasons for anticipating a **Claim** (or circumstances);
   (b) the **Insurer**'s **Claim** form duly completed;
   (c) All other information or documentation relevant to the **Claim**/circumstance.

9. Governing Law and Jurisdiction

This Policy and all disputes and differences arising thereunder shall be interpreted under, governed by and construed in all respects in accordance with the laws of India. Any dispute shall be subjected to the exclusive jurisdiction of the Indian Courts.

10. Maintenance Of Security:

The **Insured** will take all reasonable steps to maintain Data and information security procedures to no lesser standard than disclosed in the proposal form. Failure to do so will render the Policy void ab initio.

11. Mergers And Acquisitions

A. During the **Policy Period**, if the **Policyholder** or any **Subsidiary** acquires another entity whose annual revenues are more than ten percent (10%) of the Policyholder'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 **Insured**; then no **Insured** 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 Policyholder gives the **Insurers** written notice at least 30 days prior to the acquisition, obtains the written consent of **Insurers** to extend coverage to such additional entities, assets or exposures, and agrees to pay any additional premium required by **Insurers**.

B. If during the **Policy Period** the **Company** 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 **Policyholder** provides written notice to **Insurers** at least 30 days prior to such consolidation, merger or acquisition, and the **Policyholder** has agreed to any additional premium and terms of coverage required by **Insurers**, and **Insurers** have issued an endorsement extending coverage under this Policy.

C. All notices and premium payments made under the Policy shall be directed to **Insurers** through the entity named in the declarations.

12. No Higher Limit Purchase Warranty

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

13. Observance of Terms and Conditions

The due observance and fulfilment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the **Insured**, shall be a condition precedent to any liability on the **Insurer's** part to make any payment under this Policy.

14. Other Insurance

If other valid insurance with any other Insurer is already available to the **Insured** covering a **Claim** also covered by this Policy, this Policy shall apply in excess of such other insurance and shall not contribute with such other insurance.

15. Payment of Costs

Subject to the costs covered under the respective Sections, the **Insurer** shall advance costs in excess of the **Deductible**, as covered under this Policy under each Section as applicable after sufficient detailed invoices/bills of the costs incurred along with the requested information/documents corresponding to such claimed costs, are received by the **Insurer** to its satisfaction.

In the event that the **Insurer** advances any costs and it is finally established that the **Insurer** has no liability for all or any portion of the costs so advanced, the **Insured**, shall repay to the **Insurer**, all monies advanced and so determined, to be reimbursable.

16. Subrogation

The **Insured** shall do everything necessary for the purpose of enforcing any rights, remedies, obtaining relief or indemnity from other parties to which the **Insurer** is become entitled upon the **Insurer** paying for any **Loss/Claim/Damages** under this Policy, whether before or after indemnification.

The **Insured** shall not do or cause to be done anything that may prejudice the **Insurer's** right of subrogation.

The **Insured** agree that any recoveries made shall first be applied in making good any sums paid out by the **Insurer** and the costs of recovery.

17. Sanction Clause

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

18. Territorial Scope and Jurisdiction

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

19. Titles or Paragraphs

The titles and headings used in this Policy, including any Endorsements, are for the purposes of reference only and shall not otherwise affect the meaning of this Policy. Singular includes the plural, and vice versa.

Words in bold typeface have special meaning.

20. 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)*.

21. GRIEVANCE REDRESSAL

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,	Gujarat, Dadra & Nagar Haveli, Daman and Diu.

	Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	
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 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	Madhya Pradesh, 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, New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & following District of Haryana – Gurugram, Faridabad, Sonepat and Bahadurgarh
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	Kerala, Lakshadweep, Mahe-a part of Puducherry.

	Email: bimalokpal.ernakulam@cioins.co.in	
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. Tel.: 0141- 2740363/2740798 Email: Bimalokpal.jaipur@cioins.co.in	Rajasthan.
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	West Bengal, Sikkim, Andaman & Nicobar Islands.

	Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	
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,	Bihar, Jharkhand.

	2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	
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 office of the Executive Council of Insurer: www.ecoi.co.in, **Insurer's** website www.icicilombard.com or from any of the **Insurer's** 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)