

CUSTOMER INFORMATION SHEET/KNOW YOUR POLICY

This document provides key information about your policy. You are also advised to go through your policy document.

Please Note: This Customer Information Sheet provides information available under this Product. Kindly refer to the Policy Schedule to know exact details of coverage opted by You.

Sl No	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy / Clause Number
1	Product Name	Digit Professional Liability Policy	
2	Unique Identification Number (UIN) allotted by IRDAI	IRDAN158RP0003V01202122	
3	Structure	Indemnity	
4	Interests Insured	Interest insured can be Individuals and Entities who need to have protection against any legal liability arising out their Professional Services. Please refer your Policy schedule/COI to know the exact property insured under this product	
5	Sum Insured / Motor Insured Declared Value Scope	Sum Insured Amount available under Your policy will be as per the amount mentioned in Your Policy Schedule.	
6	Policy Coverage	Coverages will be as mentioned in your Policy Schedule/Certificate of Insurance 1. <u>Insuring Clause</u> We will pay on Your behalf all Loss resulting from any Claim against You for a civil liability arising from Your Professional Services, solely with respect to Claims first made against You during the Policy period and notified to Us as required by this Policy.	Coverages

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

2. Inbuilt Covers

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

2.1. Automatic Acquisition

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

- I. control of the composition of the board of Directors;
 - II. control of more than half of the voting power; or
 - III. a holding of more than half of the issued share capital;
- of another entity then the definition of Subsidiary shall be extended to include such entity provided that:
- a) the entity has annual revenue for the last complete accounting period prior to the acquisition, of less than percentage of the total annual revenue as mentioned in the Policy Schedule of the Named Insured declared in the latest Annual Report and Accounts as at inception;
 - b) the entity is not incorporated, domiciled or providing Professional Services in the United States of America or Canada or any of their territories;
 - c) the entity is not regulated by the US Securities and Exchange Commission;
 - d) the entity is not aware of any Claims (either paid or notified) or circumstances within the preceding five years of a type which may have been covered had they been notified under a professional liability policy similar in scope and breadth of coverage to the cover afforded hereunder; and
 - e) the Business activities of the entity fall within the definition of Professional Services.

For any other scenario not covered above, the Named Insured may request an extension of this Policy for such entity. We shall have the right but not the duty to offer cover for

such entity and the Named Insured shall give Us sufficient details to permit Us to assess and evaluate the potential increase in exposure. In the event that coverage is provided, We shall be entitled to amend the policy terms and conditions, during the Policy period, including but not limited to, the charging of a reasonable additional premium.

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

2.2. Continuous Cover

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

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

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

2.3. Consultants, Sub-Contractors and Agents

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

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

- I. In the course of the conduct, by the consultant, sub-contractor or agent, of the professional activities and duties of Your Business for and on behalf of the Named

Insured;

- II. At the time when the consultant, sub-contractor or agent was under the Named Insured's direct control and supervision.

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

2.4. Emergency Costs Advancement

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

Notwithstanding the above,

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

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

2.5. Fraud and Dishonesty

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

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

2.6. Joint Ventures

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

Our liability shall be proportionate to the lowest of:

- I. the percentage of the share capital of the joint venture owned by an Insured; or
 - II. the percentage of the voting control of the joint venture exercised by an Insured;
- unless Our written agreement has been first obtained to an alternative proportion and an endorsement made upon this Policy.

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

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

2.7. Legal Representation Costs

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

- I. the notice of intended investigation, examination or enquiry is served upon You and is notified to Us during the same Policy period or Extended Reporting Period if

applicable;

- II. We shall be entitled, at Our discretion, to appoint legal representation to represent You in the investigation, examination or enquiry;
- III. in the event that a Claim by You for payment of Legal Representation Costs is withdrawn by You or indemnity under this cover is subsequently withdrawn or denied by Us, We shall cease to advance Legal Representation Costs and You shall refund any Legal Representation Costs advanced by Us to the extent that You Were not entitled to such Legal Representation Costs, unless We agree in writing to waive recovery of such Legal Representation Costs.

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

2.8. Lost Documents

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

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

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

2.9. Management buyouts

If a Subsidiary cease to be owned by the Named Insured due to a buy-out by existing management of the Named Insured, We will extend the existing cover to You in respect of

such Subsidiary for a period as mentioned in the Policy Schedule from the date of the buy- out for Wrongful Act committed subsequent to the buy-out, such period not to extend beyond the expiry date of this Policy. This clause shall not apply where there is other insurance in respect of such Wrongful Act.

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

2.10.Mitigation

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

- We shall be informed during the Policy period in writing of the Wrongful Act and the work that is required to rectify it or mitigate its consequences;
- We shall be reasonably satisfied that You have committed a Wrongful Act requiring remediation or mitigation and that such costs are necessary to prevent or reduce the amount of a Claim covered under the Professional Liability Cover, and that the amount of Damages prevented or reduced would be greater than the cost of the work;
- such costs are supported by evidence of expenditure which shall be subject to approval by a competent person to be nominated by the Named Insured with Our consent;
- such costs shall not include any element of profit or Loss of profit, nor any element of overheads, staff remuneration, Your standing idle time or management time; and
- We have consented in writing to the payment of such costs before work is carried out, such consent not to be unreasonably withheld, however whilst awaiting Our consent, We will indemnify You for such expense incurred over a period not exceeding 14 days beginning from the time mitigation was undertaken by You subject to condition (II) above, being satisfied otherwise all pre approval costs will be borne by You.

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

2.11. Newly Acquired or Created Subsidiary

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

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

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

2.12. Bodily Injury and Property Damage Liability

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

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

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

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

the first of those Claims is made against You.

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

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

2.13. Public Relations Expense

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

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

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

2.14. Run off after Transaction

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

		<p>If cover is so extended, the Extended Reporting Period Condition of Special Provisions and Automatic Acquisition Cover are deleted from this Policy with effect from the date of such Transaction.</p> <p>Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.</p>																											
7	Add-on Cover	Deductible (If any) will be as per your Policy schedule/Certificate of Insurance.																											
8	Loss Participation	<p>Deductible /Loss participation will as per your Policy Schedule/Certificate of Insurance: Deductibles will range between 0% to 5% and will be applied on “Any One Occurrence” Limit, in multiples of 0.05%</p> <p><u>Participation Percentage:</u></p> <table border="1"> <thead> <tr> <th>Participating Percentage (in % of claim amount)</th> <th>Discount</th> </tr> </thead> <tbody> <tr><td>5.00%</td><td>2.50%</td></tr> <tr><td>7.50%</td><td>3.75%</td></tr> <tr><td>10.00%</td><td>5.00%</td></tr> <tr><td>15.00%</td><td>7.50%</td></tr> <tr><td>20.00%</td><td>10.00%</td></tr> <tr><td>25.00%</td><td>12.50%</td></tr> <tr><td>35.00%</td><td>17.50%</td></tr> <tr><td>50.00%</td><td>25.00%</td></tr> <tr><td>60.00%</td><td>30.00%</td></tr> <tr><td>75.00%</td><td>45.00%</td></tr> <tr><td>80.00%</td><td>52.00%</td></tr> <tr><td>90.00%</td><td>63.00%</td></tr> </tbody> </table>	Participating Percentage (in % of claim amount)	Discount	5.00%	2.50%	7.50%	3.75%	10.00%	5.00%	15.00%	7.50%	20.00%	10.00%	25.00%	12.50%	35.00%	17.50%	50.00%	25.00%	60.00%	30.00%	75.00%	45.00%	80.00%	52.00%	90.00%	63.00%	
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9	Exclusions	<p>This Policy does not cover the following:</p> <p>1. <u>Asbestos</u> any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from asbestos or asbestos Products or asbestos contained in any Products. However, this Exclusion does not apply to actual or alleged Loss, cost,</p>	Exclusions																										

expenses or liability where such Loss, cost, expense or liability is not related to asbestos content of goods, materials or Products or completed operations.

2. Bodily Injury/ Property Damage

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

- i. arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing Professional Services.
- ii. Cover for Bodily Injury and Property Damage liability is given.

3. Change of Control

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

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

4. Conduct

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

This exclusion shall not apply to Fraud and Dishonesty cover.

5. Contractual Liability

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

- I. the liability or obligation would otherwise have been implied by law;
- II. the liability or obligation is assumed under performance of Covered Contract specified in the schedule.

6. Costs Assessment

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

7. Damage to Property

Property Damage to:

- i) Property You own, rent or occupy;
- ii) Premises You sell, give away or abandon, if the Property Damage arises out of any part of those premises;
- iii) Property loaned to you;
- iv) Personal property in the care, custody or control of the Insured;
- v) That particular part of real property on which You or any contractors or subcontractors working directly or indirectly on Your behalf are performing operations, if the Property Damage arises out of those operations; or
- vi) That particular part of any property that must be restored repaired or replaced because Your work was incorrectly performed on it.

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

for rental by you.

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

8. Deliberate acts

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

9. Directors' and Officers' Liability

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

10. Employee's Compensation and Similar Laws

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

11. Employer's Liability

- 1. This insurance does not apply to Bodily Injury to an Employee of the Insured arising out of and in the course of:

- I. employment by the Insured; or
 - II. performing duties related to the conduct of the Insured's Business.
2. This insurance does not apply to Bodily Injury to the brother, child, parent, sister or spouse of such Employee as a consequence of any injury described in paragraph 1. above.
Points 1. and 2. above apply:
- I. whether the Insured may be liable as an employer or in any other capacity; and
 - II. to any obligation to share damages with or repay someone else who must pay damages because of any injury described in Points 1. and 2. above.
12. **Employment Practice Violation**
arising out of, based upon or attributable to any act, error or omission with respect to any employment or prospective employment of any past, present, future or prospective Employee or Insured Person of any Named Insured.
13. **Expected or Intended Injury**
Bodily Injury or Property Damage expected or intended from the standpoint of the Insured. This exclusion does not apply to Bodily Injury resulting from the use of reasonable force to protect persons or property.
14. **Fines and Penalties**
Fines or financial penalties, punitive, exemplary, liquidated, aggravated or multiple damages whether imposed through a court of law, legislation or under a contractual arrangement or otherwise.
15. **Infrastructure**
arising out of, based upon or attributable to:
- I. software or mechanical failure;
 - II. electrical failure, including any electrical power interruption, surge, brown out or black out;
or
 - III. telecommunications or satellite systems failure; outside Your direct control.
16. **Insolvency**
arising out of, based upon or attributable to the insolvency, liquidation, administration or receivership of the Named Insured.
17. **Iran Risk Clause**

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

18. Loss of Use

The Loss of use of tangible property which has not been physically damaged or destroyed resulting from a delay in or lack of performance by You or on Your behalf of any contract

19. Manufacturing Liability

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

20. Patent & Trade Secret

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

21. Pollution

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

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

22. Prior Acts

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

23. Prior Claims/ Circumstances

This Insurance does not apply to any Claims, circumstances made prior to the inception of

this Policy including any Related Claims thereto, or arising out of, based upon or attributable to a circumstance which has been properly notified under any other policy or certificate of insurance attaching prior to the inception of this Policy including any Related Claims thereto.

24. Product and Completed Operations Liability

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

25. Progressions of known Bodily Injury or Property Damage:

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

26. Radioactivity

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

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

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

27. Sanctions and Limitations

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

28. Trade Debts

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

		<p>29. War and Terrorism any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution, mutiny , military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion, martial law, Terrorism or loot, sack or pillage in connection therewith, or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.</p> <p>Any other Specific exclusion will be as mentioned in your Policy Schedule.</p>	
<p>1 0.</p>	<p>Special Conditions and Warranties (if any)</p>	<p>Yes. This Product has below mentioned Special Features:</p> <p>1. <u>Right to Defend</u> We will have the right to defend You against any Suit seeking Compensation for Bodily Injury or Property Damage or Wrongful Act in accordance with General Condition 6 – Defence and Settlement of this Policy. However, We will have no duty to defend You against any Suit seeking Compensation for Bodily Injury or Property Damage or Wrongful Act to which this insurance does not apply, or which does not arise out of Occurrence. We may, at Our discretion, investigate any Occurrence, Event, and settle any Claim or Suit that may result, but:</p> <ol style="list-style-type: none"> 1. The amount We will pay as Compensation for Bodily Injury or Property Damage or Wrongful Act is limited to the amount mentioned in Your Policy Schedule against each of the above-mentioned Covers. 2. Our right to defends ends when We have used up the applicable limits of insurance in the payment of judgments or settlements under each of the above-mentioned Covers. <p>2. <u>Compensation for Court Attendance</u> If You attend court as a witness, at Our request, in connection with a Claim in respect of which You are entitled to indemnity under this Policy, We will provide Compensation to You at the rates as stated in Your Policy Schedule, per day for each day on which attendance is required in respect of:</p> <ol style="list-style-type: none"> a) any of Your Director, Officer or partner; b) any of Your Employee. <p>The Compensation payable for Court Attendance is not in addition but part of Limits of Liability under the respective Cover.</p>	<p>Special Provisions</p>

3. Claim Preparation Costs

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

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

4. Extended Reporting Period

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

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

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

5. Advance Payment of Claims Expenses

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

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

1	Admissibility of Claim	<p><u>Admissibility of Claim</u></p> <p>The claim will be admissible only if there legal liability arising from Your Professional Services and coverage is limited to the coverages mentioned in the Policy wordings.</p> <p>Claim will be not admissible if it involves exposure to nuclear energy/space satellite/Asbestos/offshore drilling rigs or exploration are declined risks. The declined risks will be updated based on emerging claims experience and knowledge developed.</p> <p><u>Admission of Liability</u></p> <p>Unless You have obtained Our prior written consent, neither You nor any of Your Employees, agents or others acting on Your behalf may:</p> <ul style="list-style-type: none"> a. admit liability, fault or guilt in connection with any Occurrence other than where provided for under the terms of the Emergency Costs Advancement and Mitigation Cover under Professional Liability Cover; or b. do anything that might be seen as an admission of liability, fault or guilt unless permissible in law; or c. settle any third-party Claim, even though it may be within the amount of the Deductible and Participation Percentage. <p><u>Duties in the Event of Occurrence of Circumstance or Claim or Suit</u></p> <p><u>A. Applicable except for Inbuilt Cover Bodily Injury and Property Damage Liability:</u></p> <p>1. Circumstances</p> <p>The Named Insured shall as soon as reasonably practicable during the Policy period notify Us at the address listed in the Policy Schedule of any circumstance of which You become aware during the Policy period which is reasonably expected to give rise to a Claim. The notice must include at least the following:</p> <ul style="list-style-type: none"> i. a statement that it is intended to serve as a notice of a circumstance of which You have become aware which is reasonably expected to give rise to a Claim; ii. the reasons for anticipating that Claim (including full particulars as to the nature and date(s) of the potential Wrongful Act(s)); iii. the identity of any potential Claimant(s); iv. the identity of any Insured involved in such circumstance; and v. the date on and manner in which You first became aware of such circumstance. <p>Provided that notice has been given in accordance with the requirements of this clause, any later</p>	

Claim arising out of such notified circumstance (and any Related Claims) shall be deemed to be made at the date when the circumstance was first notified to the Insurer.

2. Claim or Suit Notifications

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

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

3. Cooperation

You will at Your own Cost:

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

B. Applicable to Inbuilt Cover Bodily Injury and Property Damage Liability:

- i) You must notify Us in writing immediately of any Occurrence which may result in a Claim. To the extent possible, notice must include –
 - (a) how, when and where the Occurrence took place;
 - (b) the names and addresses of any injured persons and witnesses; and
 - (c) the nature and location of any injury or damage arising out of the Occurrence.
- ii) You must notify Us of any impending prosecution, inquest or fatal accident Inquiry. If a Claim is made or a Suit is brought against You, You must immediately give Us notice of the specifics of the Claim or Suit. You must: -
 - (a) immediately send Us a copy of any demand, letter, writ, Claim, notice of arbitration, process, notice, summons or legal paper received in connection with the Claim or Suit; and
 - (b) retain unaltered and unrepaired any machinery, plant, appliances or things in any way causing or connected with any event which might give rise to a Claim under this Policy for such time as We may reasonably require.
- iii) Upon Our request You must
 - (a) authorize Us to obtain records and other information,
 - (b) cooperate with Us in the investigation, settlement or defence of the Claim or Suit; and
 - (c) assist Us in the enforcement of any right against any person or organization which may be

		<p>liable to the Insured because of Bodily Injury or Property Damage to which this insurance may also apply.</p> <p>iv) When there is an Occurrence which may involve this Policy, the first Named Insured may, without prejudice as to liability, proceed immediately with settlements and pay Claims Expenses with respect to such settlements provided that such settlements and Claims Expenses, in their aggregate, do not exceed the Deductible and Participation Percentage shown in the Schedule. The first Named Insured will promptly notify Us of any such settlements made.</p> <p>v) Except as provided in the preceding paragraph, no Insureds will, except at their own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid, without Our consent. If the Insured shall report any Occurrence or Claim knowing such to be false or fraudulent, whether with respect to amount or otherwise, this Policy shall become void as of the date of such report and the insurance hereunder shall be forfeited.</p> <p><u>Reasonable Care</u> Without exception, You and Your Employees must take all reasonable steps to prevent incurring any Loss, damage or liability.</p> <p><u>Sample Claim Calculation process</u></p> <p>Limit of Liability Opted (in aggregate)- Rs 10,00,000</p> <p>Deductible/ Excess – 25000 per claim</p> <p>Legal Liability arises due to insured professional service – INR 5,00,000</p> <p>Total Admissible claim amount as per Policy terms and Condition – INR 5,00,000 - 25000</p> <p>Claim payable under the policy – INR 4,75,000</p> <p>(Please Note: Above mentioned calculation is for sample purpose, it may vary on claim-to-claim basis, nature of claim and as per the terms and conditions mentioned in Your policy schedule)</p>	
<p>1 2.</p>	<p>Policy Servicing - Claim Intimation and Processing</p>	<ul style="list-style-type: none"> • Toll free Number: 1800-258-5956 • Email: hello@godigit.com • You can connect with our customer service team at the time of occurrence of loss/damage for its intimation. • TAT (turn around time) for settlement of the claim will depend on the nature of claim. <p>In case the claim is not settled within the specified timelines, then the claimant is entitled for</p>	

		interest as per the rate specified in prevailing regulatory provision.	
1 3.	Grievance Redressal and Policyholder s Protection	<p>The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at hello@godigit.com . After investigating the matter internally and subsequent closure, we will send our response.</p> <p>Senior Citizens can now contact us on 1800-258-5956 or write to us at seniors@godigit.com Email: grievance@godigit.com</p> <p>For further information, please refer the below link, https://www.godigit.com/claim/grievance-redressal-procedure</p> <p>a. You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at https://irdai.gov.in/igms1</p>	26. Customer Grievance Redressal Policy
1 4.	Obligations of the Policyholder	<ul style="list-style-type: none"> • To disclose all information correctly sought by the insurer at time of filling the proposal form • In case of any change / modification / addition to the already declared information the same shall be brought to the notice of the Insurer immediately • Non-disclosure of material information may affect the claim settlement. <p>Disclosure of other material information during the policy period.</p>	