



RAHEJA QBE

MISCELLANEOUS PROFESSIONAL INDEMNITY

Policy Wordings

1

Raheja QBE Miscellaneous Professional Indemnity Insurance **Policy**

UIN

RAHEJA QBE GENERAL INSURANCE COMPANY LIMITED

Ground Floor, P&G Plaza, Cardinal Gracious Road, Chakala, Andheri (East), Mumbai 400099

Tel: +91 22 4231 3888 **Fax:** +91 22 4231 3777 **Website:** www.rahejaqbe.com **Email:** info@rahejaqbe.com

Corporate Identity Number: U66030MH2007PLC173129

IRDA Reg. No. 141

Section 1: Insuring Clause
Section 2: Policy Extensions
Section 3: Exclusions
Section 4: Claims Conditions
Section 5: General Conditions
Section 6: Definition

2

Raheja QBE Miscellaneous Professional Indemnity Insurance **Policy**

UIN

RAHEJA QBE GENERAL INSURANCE COMPANY LIMITED

Ground Floor, P&G Plaza, Cardinal Gracious Road, Chakala, Andheri (East), Mumbai 400099

Tel: +91 22 4231 3888 **Fax:** +91 22 4231 3777 **Website:** www.rahejaqbe.com **Email:** info@rahejaqbe.com

Corporate Identity Number: U66030MH2007PLC173129

IRDA Reg. No. 141

Section 1

Insuring clause A

Legal liability insuring clause

We agree to indemnify **you** against legal liability for compensation as arising from any **claim** for defamation or as a result of a breach of professional duty in the conduct of **your profession** as stated in the **schedule**

1. first made against **you** during the **period of insurance** ; and
2. notified to **us** during the **period of insurance** or where applicable, the **extended reporting period**; and
3. not excluded under section 4 (Exclusions).

Insuring clause B

Costs and expenses insuring clause

We agree to pay **costs and expenses** incurred with **our** written consent in defence or settlement of any **claim** as indemnified under this **policy**.

Insuring clause clarification

For the avoidance of doubt, indemnity is provided in respect of the following in accordance with, and subject to, the terms of this **policy**, including insuring clauses A and B

Defamation

We agree to indemnify **you** against liability for compensation arising from any **claim** made against **you** for defamation, harassment, trespass, false arrest, wrongful detention or imprisonment.

Intellectual property

We agree to indemnify **you** against liability for compensation arising from any **claim** made against **you** for any unintentional infringement of copyright, trademark, registered design or patent, or any plagiarism or breach of confidentiality. The onus of proof whether the infringement was unintentional lies with **you**.

Breach of privacy

We agree to indemnify **you** against liability for compensation arising from intrusion upon, interference with or infringement of right to publicity, right to privacy, family life, a person's home or correspondence including the torts of intrusion upon seclusion, false light and misappropriation of name or likeness and including breach of data protection legislation, wrongful entry or eviction, eavesdropping or invasion of private occupancy.

Joint venture liability

We agree to indemnify **you** in respect of any **claim** made against **you** for that proportion of any legal liability arising out of any activities in which **you** are engaged as a joint venture.

Outgoing principals and employees

We agree to indemnify former principals, partners, directors and **employees** of the **Insured** in respect of Legal liability **Insured** by insuring clauses A and B provided that the definition of '**You**' includes those persons and only in respect of work performed in capacity while being a principal, partner, director or **employee** of the **Insured**.

Retroactive date

Retroactive date as specified in the **Schedule**, this **policy** shall only provide indemnity in respect of **claim(s)** arising from acts, errors or omissions committed or alleged to have been committed after the retroactive date.

Vicarious liability

We agree to indemnify **you** in respect of any **claim** made against **you** arising from any act, error or omission committed or alleged to have been committed by any third party for whose acts, errors or omissions **you** are legally liable, provided that such coverage shall not extend to any such third party.

Section 2: Policy extensions

Preamble

We shall provide indemnity to **you** under this section for no additional **premium**, provided that: the indemnity provided by each **policy** extension is subject to the **schedule**, insuring clauses, conditions, definitions, exclusions, **deductible** and other terms of this **policy** (unless otherwise as expressly stated herein); the inclusion of any **policy** extension shall not increase the **aggregate limit of indemnity** .

Continuous cover

We shall, notwithstanding the 'Prior or pending' exclusion and **claims** made , provide indemnity in respect of any **claim** made against **you** where such **claim** arises from a fact or circumstance ('circumstance'):

1. of which **you** first became aware prior for the **period of insurance** and which **you** knew, or ought to have reasonably known, which had potential to give rise to a **claim**; and
2. which you should have, but did not, notify to **us** under an earlier **policy** under which **we were** indemnifying **you**.

Provided that:

3. such indemnity shall not apply to any **claim** where **your** failure to notify such **claim** is fraudulent.
4. **we** have continuously **Insured you** between the date when the circumstance should have been notified and the date the **claim** was actually notified.

Court attendance costs

We agree to provide for **court** attendance costs incurred by **employees of yours**, or by partners, principals or directors of **yours** if they are legally compelled to attend a civil proceeding as a witness in a **claim** covered by this **policy**.

The sublimit under this extension is as mentioned on the face of the **schedule**. This is within the **limit of indemnity** and not in addition to the **aggregate limit of indemnity** as mentioned in the **schedule**.

Estates and legal representatives

We agree to include in the definition of '**You**' the estate, heirs, legal representatives or assigns of **yours** in the event of the death or incapacity of **you** in respect of a civil liability that would have been covered by insuring clause A or B had it been if **you were** alive or had capacity, provided that such estate, heirs, legal representatives or assigns shall observe and be subject to all terms of this **policy** in so far as they can apply.

Fines and penalties

We agree to indemnify **you** against legal liability which would otherwise be excluded by the '**Pollutants**' exclusion, part (2), for:

1. a **penalty** imposed on **you** by any **regulatory** authority arising from any actual or alleged breach of any occupational health and safety or environmental legislation.
2. any compensatory civil **penalty**; and
3. any **costs and expenses** incurred with **our** written consent in the defence or settlement of any **penalty** indemnified by this extension.

4. Fines and **penalty** imposed on you and arising out of default in complying with any regulatory prescriptions as applicable to **you, provided** the default is not willful. The onus of providing willful default rests upon **you**.

Provided that:

1. the breach of professional duty **thus** giving rise to a **penalty** which did not arise from gross negligence or an intentional, willful, reckless, or deliberate act, error, or omission; and
2. **our** total liability in respect of all **claims** made under this extension shall not exceed the limit as specified under the **policy schedule**.

With regard to fines, penalties and /or punitive damages, this insurance shall apply to the fullest extent only if permitted by law.

Our total liability in respect of all **claims** made under this extension shall not exceed limit as specified under the **policy schedule**.

Loss of documents

We agree to indemnify **you** for the loss of any **documents** (including but not limited to **your documents**), for which **you** are legally responsible, that have been unintentionally destroyed, damaged, lost or mislaid in the conduct of **your** profession and, after all diligent search or attempts to recover them, cannot be found or recovered; provided that:

1. the loss is discovered by **you** during the **period of insurance** and reported to **us** during the **period of insurance**.
2. such indemnity shall be limited to reimbursement of reasonable **costs and expenses** incurred by **you** to replace or restore such **documents** and shall not extend to any consequential or indirect loss; and
3. **we** shall not be liable under this extension to provide indemnity in respect of damages to **documents** caused by gradual deterioration, **wear and tear**, or the action of moths or vermin.

Our total liability in respect of all **claims** made under this extension shall not exceed limit as specified under the **policy schedule**.

Newly Created or Acquired Entity or Subsidiary

1. **We** agree to provide coverage to any entity or **Subsidiary** acquired or created by **you** other than in the territorial jurisdiction of USA/Canada by **you** during the **Period of insurance**. Further, such coverage shall automatically apply to be covered under this **policy** from date of such acquisition or creation provided that the revenue of such acquired or created entity or **subsidiary** is less than or equal to 35% of the gross total revenue of the **Insured**.
2. **We** may, at its discretion, agree to provide coverage to acquired or related entity or **subsidiary** other than covered under the territorial jurisdiction of **USA/Canada** where the revenue of such entity or created **subsidiary** is more than 35 %of the gross total revenue of the **Insured** where:
 - I. the **Insured** has notified **us** of the acquisition or creation of the entity or **Subsidiary** and has provided all information as requested by **us**; and
 - II. any terms imposed by **us** including the receipt of any additional **premium** as considered appropriate and has been agreed by the **Insured**.

Provided always that any coverage provided under this Extension will only apply in respect of legal liability for breach of professional duty by reason of any negligent act, error or omission occurring subsequent to the date of acquisition or creation, unless otherwise agreed to in writing by **us**.

Official investigations and enquiries – costs and expenses

We agree to pay **investigation costs and expenses**, provided that:

1. **We** shall be entitled, at **our** discretion, to appoint legal representation to represent **you** in the investigation, examination or enquiry.
2. The investigation, examination or enquiry, or notice of intended investigation, examination or enquiry is commenced during the **period of insurance** and is notified to **us** during the same **period of insurance** ;
3. in the event that a **claim** for payment of **investigation costs and expenses** is withdrawn or indemnity under this **policy** is subsequently withdrawn or denied, **we** shall cease to advance **investigation costs and expenses**. Moreover, **you** shall refund any **investigation costs and expenses** advanced by **us** to the extent that **we** are satisfied that **you** were not entitled to such **investigation costs and expenses**, unless **we** agree in writing to waive recovery of such **investigation costs and expenses**; and
4. **our** total liability in respect of **investigation costs and expenses** for all **claims** made under this **policy** extension shall not exceed the limit as mentioned in the **schedule** of the **policy**.

For the purpose of this **policy** extension, an official investigation, examination or enquiry includes an investigation, examination or enquiry by way of a commission or coronial enquiry or conducted by a **regulatory** authority or any disciplinary committee of any association or professional body of which **you** are a member, but does not include any investigation, examination or enquiry as conducted by a parliament.

Our total liability in respect of all **claims** made under this extension shall not exceed **aggregate limit of indemnity** as specified under the **policy schedule**.

Public relations expenses

Where **you** retain the services of a public relations consultant for the sole purpose of protecting **your** reputation that has been brought to question as a direct result of a **claim** as covered by this **policy**. In the event that **Insured** reasonably considers that the services of a public relations consultancy are required, then **we** shall reimburse reasonable fees, **costs and expenses** incurred, with **our** prior written consent, of public relations consultants as retained by **you** directly to mitigate the adverse effect or potential adverse effect on **your** reputation from a professional service as covered under this **policy**, by disseminating the findings as made in a final judicial disposition of the **Claim** which exonerates **you** from fault, liability or culpability.

Our total liability in respect of all **claims** made under this extension shall not exceed **aggregate limit of indemnity** as specified under the **policy schedule**.

Emergency cost

We shall reimburse **emergency costs** only upon receipt of a written request from the **Insured** within thirty 30 days of those **emergency costs** being incurred.

Our total liability in respect of all **claims** made under this extension shall not exceed **aggregate limit of indemnity** as specified under the **policy schedule**.

Extended reporting period

In the event that this insurance is not renewed or is cancelled for any reason other than non-payment of **premium**, then **you** have until such time that **you** effect another professional indemnity insurance **policy** or till the period as mentioned in the **schedule** of the **policy**, commencing on the day immediately following expiry of this **policy**, whichever is the lesser period, during which to notify **us** of any **claim** first made against **you** during the **period of insurance** , provided that this extension:

1. does not reinstate or increase the **limit of indemnity** or extend the **period of insurance** ; and
2. will only apply to acts, errors or omissions committed or alleged to have been committed by **you** before the end of the **period of insurance** or on the cancellation date of this **policy** where this **policy** has been cancelled.

Legal Counsel Clause

We shall not require the **Insured** to contest any **Claim** unless the Insured has been advised by legal expert/ subject matter legal expert that such **Claim** should be contested having full consideration as to:

1. the financial implications, damages and costs likely to be recovered by the **claimant**; and
2. the likely Defence **Costs and expenses**; and
3. the prospects of the **Insured** successfully defending the **Claim**.

The costs of obtaining such legal opinion/subject matter legal opinion shall be regarded as part of Defence **Costs and expenses**. Where a mutually accepted legal expert/ subject matter legal expert is not agreed upon within thirty (30) days of this clause being invoked, then the legal expert/ subject matter legal expert shall be nominated and appointed by **us**. It is hereby agreed and understood that (i) this is not an arbitration clause; (ii) that legal counsel will act as an expert and not an arbitrator, and (iii) legal counsel's advice shall not be or be deemed to be construed as an arbitration award.

Run off cover

We agree that in the event that the **Insured** or any other **Insured** entity ceases to exist or operate or is consolidated with, merged into or acquired by any other entity then the coverage provided under this **policy** with respect to such **Insured** entity shall continue until the expiry date of the **period of insurance**, provided that such coverage shall only apply in respect of **claims** arising from an act, error or omission occurring prior to the effective date that **you** or such **Insured** entity ceased to exist or operate or was consolidated with, merged into or acquired by another entity.

Severability

We agree that where this **policy** insures more than one party, any conduct whereby such party:

1. failed to comply with the duty of disclosure in terms of any applicable relevant regulatory enactment as prevailing and applicable to or
2. made a misrepresentation to **us** before this contract of insurance was entered into, shall not prejudice the right of any other **Insured** party to indemnify as may be provided by this **policy**, provided that:
3. such other **Insured** party shall be entirely innocent of and have no prior knowledge of any such conduct;
4. such other **Insured** party shall as soon as is reasonably practicable upon becoming aware of any such conduct, advise **us** in writing of all known facts in relation to such conduct; and
5. conduct of the entities or persons referred to in the definition of '**You**' parts 1 and 2 are imputed to the **Insured**

Territory and Jurisdictional limits

The territory and jurisdiction limits will be as specified in the **schedule**.

Section 3: Exclusions

Aircraft motor vehicles and watercraft

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you** directly or indirectly based upon, attributable to, or in consequence of the ownership, lease, operation or **use** of any aircraft, motor vehicle or watercraft by **you**.

Asbestos

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you** directly or indirectly based upon, attributable to, or in consequence of the manufacturing, mining, processing, treating, handling, installing, **using**, removing, transporting, selling, distributing, and/or storage of asbestos, asbestos products or any product containing asbestos.

Provided that this exclusion shall not apply to any **claim** or part of a **claim** for financial loss arising out of a breach of professional duty where the **cause** of the breach does not relate to any asbestos exposure.

Assumed duty or obligation

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you** directly or indirectly based upon, attributable to, or in consequence of any duty or obligation as assumed by **you** by way of contract, warranty, guarantee or indemnity, to the extent that such liability exceeds the liability **you** would have incurred in the absence of such contract, warranty, guarantee or indemnity.

Bodily injury

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you** directly or indirectly based upon, attributable to, or in consequence of **bodily injury**, unless arising directly from a breach of **your** professional duty in the conduct of **your** profession by or on behalf of **you**.

Delay & Disruption

We shall not be liable under this **policy** for any actual or alleged delay, disruption or failure of any communication network, service, hardware or software, including but not limited to any **Claim** for lost profits or opportunities as a result of such delay, disruption or failure .

Deliberate, reckless, and malicious act

We shall not be liable for deliberate, dishonest, malicious, willful, intentional and /or fraudulent act or omission by **you**. The onus of proof that the act was not deliberate, dishonest, malicious, willful, intentional and /or was fraudulent act or wilful omission rest upon You. Further, we shall not be liable for any breach or violation of any law or regulatory enactment as prevailing at the time of claim by **you**.

Event cancellation and abandonment

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you** directly or indirectly based upon, attributable to, or in consequence of the cancellation or abandonment of any event or function.

Employers' Liability

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you** for bodily injury, sickness, disease or death sustained by any person arising out of and in the course of their employment by you in any capacity.

Fraud and dishonesty

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you** directly or indirectly based upon, attributable to, or in consequence of any fraudulent act or omission or willful violation of any criminal statute; or gaining of by any **Insured** of any profit, remuneration or advantage to which such **Insured** was not legally entitled to; provided, however, that this exclusion shall not apply unless such fraudulent act or omission, willful violation of statute, or gaining of profit, remuneration or advantage has been established by a final adjudication in any judicial or administrative proceeding or by admission of an **Insured**

Insolvency

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** arising out **your** insolvency, bankruptcy or liquidation.

Loss of License

We shall not be liable under this **policy** to provide indemnity in respect of any **claims** directly or indirectly based upon, attributable to, or in consequence of any publication or broadcast made subsequent to the loss, suspension or cancellation of the **Insured's** license.

Nuclear

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you** directly or indirectly based upon, attributable to, or in consequence of ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel.

Obligations to employees

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you** directly or indirectly based upon, attributable to, or in consequence of **bodily injury** of any **employee** of **yours** or damage to or destruction of any property of any **employee** of **yours**, including loss of **use** of property, arising out of, or in the **course** of, their employment.

Occupier's liability

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you** directly or indirectly based upon, attributable to, or in consequence of any liability incurred or alleged to have been incurred as a result of occupation, control, management or ownership of any real property by **you**.

Over-redemption exclusion

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you** directly or indirectly based upon, attributable to, or in consequence of any **payout**, prize, discount or other amount exceeding the value expected or contracted with **your** client.

Pollutants

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you** directly or indirectly based upon, attributable to, or in consequence of:

1. the actual or alleged discharge, release or escape of **pollutants** arising from the design or specification of equipment or structures which are critical to, and designed with the intention of, restricting the release of **pollutants** into the environment; or
2. any enforcement action or proceeding in connection with the containment, clean up, removal or treatment of such **pollutants**;

provided that this exclusion does not apply where there has been a sudden and accidental release of **pollutants** caused by error in design or specification.

Printing exclusion

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you** directly or indirectly based upon, attributable to, or in consequence of any printing or contract publication project for which **your** client did not first sign-off a proof of the final product.

Prior or pending

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you**: made, threatened or intimated against **you** prior to the **period of insurance** ; or directly or indirectly based upon, attributable to, or in consequence of any fact or circumstance:

1. of which written notice has been given, or ought reasonably to have been given, under any previous **policy**; or
2. of which **you** first became aware prior to the **period of insurance** , and which such **Insured** knew or ought reasonably to have known had potential to give rise to a **claim** under this **policy**.

Prohibited Matter

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** directly or indirectly based upon, attributable to, or in consequence of knowingly, intentionally, consciously or deliberately publishing or broadcasting any matter prohibited by or in violation of any statute, rule or regulation under the jurisdiction of India.

Parent entity or associated entities

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you** brought or maintained by or on behalf of:

1. **you** or any **subsidiary** or parent entity of the **Insured**; or
2. any person who, at the time the act, error or omission giving rise to the **claim** was committed, was a **family member** of **yours** unless such person is acting without any prior direct or indirect solicitation or co-operation from **you**.

Project Performance

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you** for the complete or partial failure to:

1. meet contractual specifications, requirements, or commitments in respect of:
 - a. timeliness of progress or completion, including completion of specifications, shop drawing or schedules of specifications; or
 - b. efficacy, functionality, performance output or durability.
2. certify completion, either full or partial, of a project and any costs, or loss, including time related construction bonus, or reduction, forfeiture or erosion thereof; or
3. supply electricity, gas, water, oil, petrol, information technology or telecommunication services; or
4. adhere to building or construction codes, either industry or government based.

Sanctions Limitation

We shall not be deemed to provide cover and shall not be liable to pay any **claim** or provide any benefit hereunder to the extent that the provisions 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 the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any other applicable national economic or trade sanction law or regulations.

Supply of Goods

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you** with respect to the manufacture, construction, alteration, repair, servicing or treating of any goods or product sold, supplied or distributed by **you** even though the same might be carried on by **you** in conjunction with **your profession**.

Terrorism

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you** directly or indirectly based upon, attributable to, or in consequence of any actual or alleged act of **terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any actual or alleged act of **terrorism**. This exclusion operates in connection with any act of **terrorism** regardless of any other cause or event and regardless of the sequence of the act of **terrorism** and the other cause or event.

Trading debts

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you** directly or indirectly based upon, attributable to, or in consequence of any trading debt incurred by **you** or any guarantee given by **you** for a debt.

Warranty or Guarantee

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** arising from any warranty, indemnity or guarantee or financial obligation assumed by the **you** under contract unless such liability would have attached to **you** notwithstanding such express agreement.

War

We shall not be liable under this **policy** to provide indemnity in respect of any **claim** made against **you** directly or indirectly based upon, attributable to, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or **usurped power** or confiscation or nationalization or requisition of, or damage to property by or under the order of any government, public or local authority.

Section 5: Claims conditions

When to Notify a Claim

It is a condition precedent that written notice of any **Claim** shall be given as soon as practicable and in any event occurred within thirty (30) days after the expiry of the **Policy**.

When to Notify a Circumstance

If during the **Period of insurance**, the **Insured** becomes aware of any fact or circumstance that may give rise to a **Claim** under this **Policy** and elects to give notice in writing to us of such fact or circumstance in writing during the **Period of insurance** or within thirty (30) days after the expiry of the **Policy**, then any **Claim** which may subsequently arise out of such fact or circumstance shall be deemed to be a **Claim** made during the **Period of insurance** provided that the **Insured's** notification of the circumstance is accompanied with full particulars as to the circumstances, dates, event, place and persons involved.

Who to Notify

Written notice of any **Claim** or circumstance if any which might reasonably be expected to give rise to a **Claim** in present or in future shall be delivered to:

Claims Manager

Raheja QBE General Insurance Company Ltd,
Ground Floor, P&G Plaza, Cardinal Gracious Road,
Chakala, Andheri (East), Mumbai 400099

Agreement

The **Insured** agrees that this **Policy**, including any endorsements and the **Proposal** for insurance attached hereto form part of this **Policy**, including any material, statement, **documents**, forms, emails, consent, written submissions, declarations and/or letter submitted in connection with such **Proposal**, are and form part of this **Policy**, as if physically attached, and constitute the entire agreement existing between you and us relating to this insurance.

Claims mitigation and co-operation

If **you**, either prior to or during the **period of insurance** become aware of a situation which could, if not rectified, lead to a **claim** or increase the quantum of a **claim**, **you** shall use due diligence and do and concur in doing all things reasonably, essentially and practicable to avoid or diminish any liability under this **policy**.

You shall frankly and honestly disclose to **us** all relevant information and, in addition, shall provide assistance to **us** as **we** may require to enable **us** to investigate and to defend any **claim** under this **policy** to enable **us** to determine **our** liability under this **policy**.

Other than **costs and expenses** incurred by **us** to enable **us** to determine **our** liability under this **policy**, compliance with this condition shall be at **your** own cost, unless otherwise agreed in writing by **us**.

Defence and settlement

We may:

1. instruct **you** to conduct the defence of the **claim** if **we** believe that any **claim** will not exceed the **deductible**, in which case **you** will be responsible for **your own costs and expenses** and any settlement up to the limit of the **deductible**. In the event that any **costs and expenses** or payment made to dispose of the **claim** exceeds the **deductible** **we** will in such event reimburse **you** of all reasonable **costs and expenses**.
2. take over and conduct, in **your** name, the defence or settlement of any **claim** at any time, in which case **we** will then have sole control of the **claim**.

You hereby agree:

3. not to settle any **claim**, incur any **costs and expenses** or **investigation costs and expenses**, make any admission, offer or payment or otherwise assume any contractual obligation with respect to any **claim** or loss without **our** written consent, provided that **we** shall not unreasonably withhold any such consent;
4. that any information that is received by **our** external lawyers in the **course** of investigating, defending or settling any **claim** made against **you**, will be provided to **us** and shall be relied upon by **us** in relation to any issue that may arise regarding **our** liability to indemnify **you**;
5. that **our** external lawyers may provide advice to **us** on any issue regarding **our** liability to indemnify **you** and, whilst doing so, may continue to act in the investigation, defence or settlement of the **claim**.
Furthermore, in the circumstances described under items 2, 4 or 5 above, **you** hereby agree and shall not dispute:
 - a. that **our** communications with **our** external lawyers are privileged and that **you** are not entitled to obtain any such communications;
 - b. to waive any entitlement that **you** may have for legal professional privilege between **you** and **our** external lawyers;
 - c. if any actual or apparent conflict arises between **our** interests and **your** interests, **our** external lawyers may cease acting on **your** behalf and may continue to act on **our** behalf.

False & Fraudulent Claims

If any **Claim** under this **Policy** is in any manner false, dishonest or fraudulent or is supported or advanced by any false, dishonest or fraudulent means or devices, whether by any **Insured** or anyone acting on behalf of the **Insured** or with the **Insured's** knowledge, then this **Policy** shall be void and all benefits paid or potentially payable under this **policy** shall be forfeited.

Your right to contest

In the event that **we** recommend a settlement in respect of any **claim** and **you** do not agree that such **claim** should be settled, then **you** may elect to contest such **claim**, provided that **our** liability in connection with such **claim** shall not exceed the amount for which the **claim** could have been so settled plus the **costs and expenses** incurred with **our** written consent up to the date of such election, less the **deductible**.

Subrogation

In respect of any **claim** covered by this **policy**, and without limiting **our** rights at law, **we** shall be subrogated to all **your** rights of recovery, and **you** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of **documents** necessary to enable **us** to effectively bring suit in **your** name.

You shall not, without first obtaining **our** written consent, do anything or fail to do anything which excludes, limits or prejudices **our** rights of subrogation.

Section 6: General conditions

Alteration to risk

You shall give **us** written notice as soon as practicable of any material alteration to the risk during the **period of insurance** including but not limited to:

- **You** going into voluntary bankruptcy, receivership, liquidation or any other form of external administration or **you** failing to pay debts or breaching any other obligation giving rise to the appointment of a receiver or bankruptcy or winding-up proceedings;
- Any material change in the nature of the professional services as currently offered by **you**.
- Where such notice is given or where there is any material alteration to the risk **we** shall be entitled to cancel this **policy** in accordance with and within the parameters of the applicable legal and regulatory provisions existing and as applicable when such material alteration of risk does take place.

Assignment of interest

No change in, or modification of, or assignment of interest under this **policy** shall be effective except when made by written endorsement to this **policy** and signed by an authorised **employee** of **ours**.

Cancellation

You may cancel this **policy** at any time by notifying to **us** in writing, and **we** will allow a pro-rata refund of **premium** for the unexpired **period of insurance**, unless a **claim** or circumstance has been notified to **us** during the **period of insurance** in which case no **premium** will be refunded.

- **We** may cancel this **policy** in accordance with the relevant regulatory provisions, and **we** will provide a pro-rata refund of **premium** for the unexpired **period of insurance** unless a **claim** or circumstance has been notified to **us** during the **period of insurance** in which case no **premium** will be refunded.

Deductible

In respect of each **claim** made against **you** (or loss incurred by **you**) the amount of the **deductible** shall be borne by **you** at **your** own risk and **we** shall only be liable to indemnify **you** for that part of any **claim** (or any loss incurred by **you**) which is in excess of the **deductible**.

In the event of a **claim** by **you** under this **policy**, **you** shall, if directed by **us**, pay to **us** (or as **we** direct) the **deductible** within seven (7) working days. Any delay, failure or refusal by **you** to pay the **deductible** will entitle **us** to deduct such amount from any amounts required to settle any **claim** or judgement, order, or any other payment to be made by **us** under this **policy**. In the event that a failure or refusal to grant access to monies for any **deductible** results in a failure of a settlement or an increase in **costs and expenses**, **our** liability in connection with such **claim** shall not exceed the amount for which the **claim** could have been so settled plus the **costs and expenses** incurred with **our** written consent up to the date of such failure or refusal, less the **deductible**.

Where **we** have elected to pay all or part of the **deductible** in respect of any **claim** (or any loss or **claim**), **you** shall, within seven (7) working days from the date of such payment, reimburse **us** for such payment.

In respect of any **claim** (or any loss or **claim**) where the amount of the **claim** (or any loss or **claim**) is less than the amount of the **deductible**, **you** shall bear all **costs and expenses** associated therewith unless **we** have agreed to meet such **costs and expenses** pursuant to insuring clause B.

Any **costs and expenses** incurred by **us** to determine whether **we** have a liability to indemnify **you** under this **policy** shall not be subject to the **deductible** but shall be borne by **us**.

Limit of indemnity

Our total liability in the aggregate in respect of all **claims** or losses, excluding **costs and expenses**, during the **period of insurance**, will not exceed the **aggregate limit of indemnity**.

This clause does not increase any sub-limit in the **policy**.

Multiple claims

All casually connected or interrelated acts, errors or omissions shall jointly constitute a single act, error or omission under this **policy**.

Where a single act, error, or omission gives rise to more than one **claim**, all such **claims** shall jointly constitute one **claim** under the **policy**, and only one **deductible** shall be applicable in respect of such **claim**. Furthermore, if there is an **aggregate limit of indemnity**, only one **limit of indemnity** will be applicable in respect of such **claim**.

Policy construction and interpretation

The construction, interpretation and meaning of the provisions of this **policy** shall be determined in accordance with the law of the state, territory or country in which this **policy** is issued, being the place of issue specified in the **schedule**, and any disputes relating thereto shall be submitted to the **exclusive** jurisdiction of the **courts** of such state, territory or country. If no place of issue is shown in the **schedule** it is agreed that the place of issue is India.

The marginal notes and titles of paragraphs in this **policy** are included for descriptive purposes only and do not form part of this **policy** for the purpose of its construction or interpretation.

Under this **policy**, the masculine includes the feminine and the singular includes the plural and vice versa and reference to a person includes a body corporate, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust.

Grievance Redressal

We shall take all steps to settle **your claim** in accordance with **policy** terms and conditions. **However**, since the **policy** does not cover all eventualities, there may be disagreement **between us** about the **policy**. For resolution of such disputes **We** have developed an elaborate Grievance Redressal Mechanism.

At the **Insured's** request, the **claim** will be considered afresh by **our** Grievance Committee. If the **Insured** is not satisfied with the decision of the Grievance Committee, the **Insured** may approach the offices of the Insurance Ombudsmen as listed out in **Annexure A** to this **policy**. In case of a complaint or grievance, **We** may be contacted for redressal of the grievance on the following details:

Website: www.rahejaqbe.com

E-mail: complaints@rahejaqbe.com

Telephone: 1800-102-7723 (Toll Free)

Fax : 022- 42313777

Post/Courier: Any branch office or the correspondence address, during normal **business hours**

If **You** are not satisfied with redressal of the complaint/grievance through one of the above channels, **you** may contact **our** Grievance Officer at:

The Grievance Cell,

Claims Manager

Raheja QBE General Insurance Company Ltd,

Ground Floor, P&G Plaza, Cardinal Gracious Road,

Chakala, Andheri (East), Mumbai 400099

If **You** are not satisfied with **our** redressal of complaint/grievance through one of the above channels, **You** may approach the nearest Insurance Ombudsman for resolution of the grievance/complaint

Arbitration Clause

All matters in dispute **between You**, any other party covered by this insurance and **US** arising out of or in connection with the construction or formation of this insurance will be referred to a mediator to be agreed by the parties within **fourteen (14)** working days of a written notice served on one party by the other requesting

such an agreement. If a mediator is not agreed, then either party may apply for the appointment of a mediator of their choice and each party shall share equally the costs of the mediator and the reference, conduct and any settlement of the dispute at mediation will be conducted in confidence.

The parties shall continue to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take, the dispute will be referred by either party to arbitration in India and the laws of India will apply. The arbitration tribunal will consist of one arbitrator appointed by agreement between the parties. If the parties are unable to agree within 30 days of a written request for arbitration made by either party, an arbitrator will be appointed in accordance with THE ARBITRATION AND CONCILIATION ACT, 1996 and its subsequent amendments. The arbitration will itself be conducted in accordance with THE ARBITRATION AND CONCILIATION ACT, 1996. The language of the arbitration shall be English. The Seat of Arbitration shall be at Mumbai.

Other insurance

Unless otherwise required by law, cover under this **policy** is provided only as excess over any self insurance or other applicable insurance, unless such other insurance is written only as specific excess insurance over the **Limit of Indemnity**. This **policy** shall not cover any fees and expenses relating to the defence of any demand, Claim, suit or legal proceeding where another policy imposes upon another insurer a duty to defend such demand, **Claim**, suit or legal proceeding.

Section 7: Definitions

Aggregate limit of indemnity

The amount shown as the **aggregate limit of indemnity** in the **schedule**.

Bodily injury

Physical injury, sickness, disease, death, mental injury, mental anguish, nervous shock or emotional distress of any person.

Claim

The receipt by **you** of any written notice of demand for compensation made by a third party against **you**;

1. any writ, statement of **claim**, summons, application or other originating legal or arbitral process, **crossclaim**,
2. **counterclaim** or third- or similar-party notice served upon **you** which contains a demand for compensation made by a third party against **you**;
3. any **penalty**;
4. in respect to the cover afforded under the 'Official Investigations and enquiries' extension, the notice of any actual or intended official investigation, examination or enquiry.

Costs and expenses

Costs and Expenses shall mean all reasonable and necessary costs, charges, fees and expenses, including legal representation costs (other than salaries, commissions, expenses or other benefits of the Insured) which are incurred by **you**:

1. in the defense of any **claim**
2. in the negotiation of any settlement of any **claim**
3. in the attendance, as part of any **claim**, at a regulatory or other official investigation, examination or enquiry
4. in an official request for Extradition Proceeding (as define below), subject to sub-limit as mentioned on the schedule in the aggregate.

Extradition proceedings means a request for your extradition , a warrant for arrest or other proceeding under the provisions of the Indian Extradition Act, 1962 and subsequent amendments to it or similar legislation in any other jurisdiction.

Deductible

The amount shown as the **deductible** in the **schedule**. The **deductible** applies to all amounts payable under this **policy** including the indemnity provided under insuring clause B.

Documents

Deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and **documents** of any nature whatsoever, whether written, printed or reproduced by any method including computer records and electronic data material but shall not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.

Dual controls

For all cheque payment or electronic money transfer receives prior approval by at least two approved signatories; and the person reconciling **your** bank statements is not the same person that operates **your** bank accounts; and if **you** are required to maintain a **trust** account by law, it is independently audited on an annual basis.

Emergency costs

Emergency costs shall mean **costs and expenses** exceeding any applicable retention as mentioned in the **schedule**

1. incurred without our prior written agreement because an emergency reasonably prevents the **Insured** from obtaining such agreement; and
2. for the defence of a **Claim** only; and
3. which we later agree, have been reasonably incurred.

Employee

ny person employed under a contract of service or, apprenticeship, contract during or prior to commencement of the **period of insurance** .

Family member

1. Any **spouse**, domestic partner, or companion;
2. any parent, or parent of the **spouse**, domestic partner or companion;
3. any sibling or child;

of an **you** person.

Investigation costs and expenses

Legal costs and other expenses incurred by or on behalf of **you** or by **us** arising out of any legally compellable attendance by **you** at any official investigation, examination or enquiry in relation to the conduct of **your** profession where such investigation, examination or enquiry may lead to a recommendation in respect of civil liability or civil proceedings which would be the subject of a **claim** covered by this **policy**.

'**Investigation costs and expenses**' does not include any fine, **penalty** or order for the payment of monetary compensation.

Limit of indemnity

The limit of **our** liability under this **policy** as specified in the **schedule**.

Insured

The person, persons, partnership, company, corporation or other entity specified as the **Insured** in the **Schedule**.

Penalty

Any monetary sum payable by **you** to any **regulatory** authority. This definition does not apply to the 'Fines and penalties exclusion'

Period of insurance

The period specified in the **schedule**.

Policy

The **schedule**, insuring clauses, extensions, conditions, definitions, exclusions and other terms contained herein; any endorsement attaching to and forming part of this **policy** either at inception or during the **period of insurance** ; and the **proposal/application**.

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals; or any waste materials including materials recycled, reconditioned or reclaimed; or any other air emission, odour, waste water, oil, oil products, infectious or medical waste or any noise emission.

Premium

The **premium** specified in the **schedule** or in any endorsement to the **schedule**.

Proposal/ application

The **proposal/application** made by **you** to **us** containing particulars and statements which, together with other information provided by **you**, are the basis of this **policy** and are considered as incorporated herein.

Regulatory Authority

A person or entity appointed, constituted or acting under a delegation pursuant to any legislation for the purposes of enforcement of such legislation.

Schedule

The **Schedule** to this **policy**.

Subsidiary

Any entity which by virtue of any applicable legislation or law is deemed to be a **subsidiary** of the **Insured** specified in the **schedule**; or any entity over which a **Insured** is in a position to exercise effective direction or control.

Terrorism

An act, including but not limited to the **use** of force or violence and/or the threat thereof, of any person or group(s) of persons, or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

We, our, us

Raheja QBE General Insurance Company Limited

You, your, yours

The **Insured**;

1. any person, persons, partnership, company, corporation, **subsidiary** or any other entity specified as the **Insured** in the **Schedule** including their predecessors in business
2. any person, who is, during the **period of insurance** , a principal, partner or director of the **insured** but only in respect of work performed while a principal, partner or director of the **insured**
3. any person who is, during the **period of insurance** , an **employee** of the **Insured** but only in respect of work performed while an **employee** of the **Insured**; or
4. any former principal, partner, director or **employee** of the **Insured**, but only in respect of work performed while a principal, partner, director or **employee** of the **Insured**
5. any agent or independent contractor of the **Insured** , but only with respect to **Claims** arising out of professional service undertaken for or at the direction of the **Insured**, and only if and to the extent that, **we** after evaluating the merits of the **claim**, has agreed in writing to include such agent or independent contractor as an **Insured** under this **Policy**

Your profession

As mentioned under the **policy schedule**

Annexure A

CONTACT DETAILS	JURISDICTION
<p>AHMEDABAD</p> <p>Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:- bimalokpal.ahmedabad@gbic.co.in</p>	<p>State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.</p>
<p>BENGALURU</p> <p>Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- bimalokpal.bengaluru@gbic.co.in</p>	<p>Karnataka.</p>
<p>BHOPAL</p> <p>Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202 Fax:- 0755-2769203 Email:- bimalokpalbhopal@gbic.co.in</p>	<p>States of Madhya Pradesh and Chattisgarh.</p>
<p>BHUBANESHWAR</p> <p>Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461 / 2596455 Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@gbic.co.in</p>	<p>State of Orissa.</p>
<p>CHANDIGARH</p> <p>Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor,</p>	<p>States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.</p>

<p>Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706196/5861 / 2706468 Fax:- 0172-2708274 Email:- bimalokpal.chandigarh@gbic.co.in</p>	
<p>CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333668 / 24335284 Fax:- 044-24333664 Email:- bimalokpal.chennai@gbic.co.in</p>	<p>State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).</p>
<p>DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23239611/7539/7532 Fax:- 011-23230858 Email:- bimalokpal.delhi@gbic.co.in</p>	<p>State of Delhi</p>
<p>ERNAKULAM Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulum - 682 015. Tel.:- 0484-2358759/2359338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulum@gbic.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Pondicherry</p>
<p>GUWAHATI Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361- 2132204 / 2132205 Fax:- 0361-2732937 Email:- bimalokpal.guwahati@gbic.co.in</p>	<p>States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court"</p>	<p>States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of the Union Territory</p>

<p>Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040-65504123/23312122 Fax:- 040-23376599 Email:- bimalokpal.hyderabad@gbic.co.in</p>	
<p>JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363 Email:- bimalokpal.jaipur@gbic.co.in</p>	<p>State of Rajasthan.</p>
<p>KOLKATA Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, CR Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340 Fax:- 033-22124341 Email:- bimalokpal.kolkata@gbic.co.in</p>	<p>States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and Nicobar Islands.</p>
<p>LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330 / 2231331 Fax:- 0522-2231310. Email:- bimalokpal.lucknow@gbic.co.in</p>	<p>District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.</p>
<p>MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106928/360/889 Fax:- 022-26106052 Email:- bimalokpal.mumbai@gbic.co.in</p>	<p>States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>
<p>NOIDA</p>	

<p>Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Gautam Budh Nagar, Noida</p> <p>Email:- bimalokpal.noida@gbic.co.in</p>	<p>States 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, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA</p> <p>Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006.</p> <p>Email:- bimalokpal.patna@gbic.co.in</p>	<p>States of Bihar and Jharkhand.</p>
<p>PUNE</p> <p>Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -32341320</p> <p>Email:- bimalokpal.pune@gbic.co.in</p>	<p>States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>