

## PROFESSIONAL INDEMNITY INSURANCE POLICY

### ADD ON COVERS

#### 1. Sub-Contractors and Agents Extension

Notwithstanding anything to the contrary stated in the *policy* and in consideration of the payment of additional premium as shown herein and based on the information provided by the *Insured*, the Insurer agrees to indemnify the *Insured* in respect of any *claim* resulting from the acts, errors or omissions of any *sub-contractors* or agents of the *Insured* for which the *Insured* is legally liable in the provision of *professional services*. This extension neither affords coverage to *sub-contractors* or agents of the *Insured* nor makes any such person or entity an *Insured*.

All other terms & conditions of the policy remain unchanged.

**UIN: IRDAN134CP0440V01202122/A0487V01202122**

#### 2. Run Off Cover for Insured Entity

Notwithstanding anything to the contrary stated in the *policy* and in consideration of the payment of additional premium as shown herein the Insurer agrees to indemnify the *Insured*, if the *Insured* becomes the subject matter of any merger, takeover, sale or winding-up during the period of insurance, coverage shall continue to be provided under this policy till the expiry date shown under *period of insurance* in the *schedule*, but shall apply only for *claims* resulting from *professional services* provided prior to the effective date of the merger, takeover, sale or winding-up.

All other terms & conditions of the policy remain unchanged.

**UIN: IRDAN134CP0440V01202122/A0488V01202122**

#### 3. Court Attendance Costs Extension

Notwithstanding anything to the contrary stated in the *policy* and in consideration of the payment of additional premium as shown herein the Insurer agrees to provide up to ₹5,000 per day for an *insured* who is or was an *employee* of the *insured* and ₹10,000 per day for any person who is or was a principal, partner or director of the *insured* for court attendance costs incurred by the *insured*, if the *employee*, principal, partner or director of the *insured* is legally compelled to attend a civil proceeding as a witness in a *claim* covered by this policy.

The Insurer's total aggregate liability during any one *period of insurance* for all such court attendance costs shall not exceed the sub-limit shown below, and shall be part of and not in addition to the *limit of Indemnity* as shown on the *policy schedule*.

Sub-limit of *Indemnity* ₹\_\_\_\_\_

All other terms & conditions of the policy remain unchanged.

**UIN: IRDAN134CP0440V01202122/A0489V01202122**

#### 4. Fraud And Dishonesty Extension

Notwithstanding anything to the contrary stated in the *policy* and in consideration of the payment of additional premium as shown herein the Insurer agrees to indemnify the *Insured* in respect of a *claim* alleging conduct of an *employee* or any agent in the provision of *professional services* that falls or may fall within Exclusion 6 of the *policy* 'Fraud and dishonesty' provided that:

- (a) no indemnity is available to the dishonest *employees* or agents themselves, or at all where the *Insureds* have knowingly engaged in or condoned such conduct;

- (b) no indemnity is available in respect of a *claim* arising from or in any way connected with the loss of money, negotiable instruments including shares, bearer bonds, coupons, stamps, bank or currency notes.

All other terms & conditions of the policy remain unchanged.

**UIN: IRDAN134CP0440V01202122/A0490V01202122**

#### **5. Principal's Previous Business Extension**

Notwithstanding anything to the contrary stated in the *policy* and in consideration of the payment of additional premium as shown herein the Insurer agrees to indemnify the *Insured* in respect of any *claim* against any person who is a Principal during the *period of insurance* arising from that Principal's previous business, of the same type and nature as the *professional services*, but only to the extent that the current Principal is not covered by Professional Indemnity insurance or any other applicable insurance policy of the previous business.

Where the previous business' Professional Indemnity insurance or any other applicable insurance policy applies, the cover provided by this Extension is specifically in excess of the limit of *Indemnity* of the previous business' insurance policy, and shall not cover any *claim* unless and until the insurers of the previous business' insurance policy have paid or have admitted liability therein to the full amount of their limit of liability.

All other terms & conditions of the policy remain unchanged.

**UIN: IRDAN134CP0440V01202122/A0491V01202122**

#### **6. Inquiries Attendance Costs Extension**

Notwithstanding anything to the contrary stated in the *policy* and in consideration of the payment of additional premium as shown herein the Insurer agrees to indemnify the *insured* towards *inquiry costs* which the *insured* incurs in preparing for and attending an *inquiry* provided that a notice requiring the *insured* to attend the *inquiry* is first served upon the *insured* during the *period of insurance* and reported to the Insurer during the *period of insurance*.

The Insurer's total aggregate liability during any one *period of insurance* for all such inquiries attendance costs shall not exceed the sub-limit shown below, and shall be part of and not in addition to the *limit of Indemnity* as shown on the *policy schedule*.

Sub-limit of *Indemnity* ₹ \_\_\_\_\_

All other terms & conditions of the policy remain unchanged.

**UIN: IRDAN134CP0440V01202122/A0492V01202122**

#### **7. Past Subsidiary Company Extension**

Notwithstanding anything to the contrary stated in the *policy* and in consideration of the payment of additional premium as shown herein the Insurer agrees to indemnify the *Insured* in respect of any *claim* for those entities which were once *subsidiary companies* but have since ceased to be *subsidiary companies*. Coverage in this respect shall only apply to *claims* based on conduct which occurred or is alleged to have occurred between the date of acquisition or creation of the *subsidiary company* by the *Insured* and the date such *subsidiary company* ceased to be a *subsidiary company*.

All other terms & conditions of the policy remain unchanged.

**UIN: IRDAN134CP0440V01202122/A0493V01202122**

#### **8. Public Relations Expenses Extension**

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Notwithstanding anything to the contrary stated in the *policy* and in consideration of the payment of additional premium as shown herein the Insurer agrees to indemnify the *insured* towards retaining of services of a public relations consultant for the sole purpose of protecting the *insured's* reputation that has been brought to question as a direct result of a *claim* covered by this policy.

Such payments shall be towards any reasonable fee, costs and expenses of such public relations consultant. However:

- a) the *insured* must notify us within 30 days of first becoming aware of the *insured's* reputation being brought into question and provide full written details outlining the circumstances surrounding the event; and
- b) The Insurer must have given prior written consent to retain the services of such public relations consultants; and

The Insurer's total aggregate liability during any one *period of insurance* for all such public relations expenses shall not exceed the sub-limit shown below, and shall be part of and not in addition to the *limit of Indemnity* as shown on the *policy schedule*.

Sub-limit of *Indemnity* ₹ \_\_\_\_\_

All other terms & conditions of the policy remain unchanged.

**UIN: IRDAN134CP0440V01202122/A0494V01202122**

#### **9. Automatic Reinstatement Extension**

Notwithstanding anything to the contrary stated in the *policy* and in consideration of the payment of additional premium as shown herein, in the event that the *limit of indemnity* under this policy has been entirely exhausted during the *period of insurance*, by a *claim* or *claims*, the said *limit of indemnity* shall be reinstated in the same amount, once only, provided that:

- (a) the reinstated *limit of indemnity* shall only apply to a *claim* or *claims* which do not arise out of and do not have any connection with the source or originating cause of any of the *claim* or *claims* already paid or payable out of the original Limit of Indemnity;
- (b) all other terms, conditions, exclusions and limitations of the *policy* shall continue to apply, in the same manner, in respect of a *claim* or *claims* to which the reinstated *limit of indemnity* applies;
- (c) the *insured* has no other valid and collectible Professional Indemnity insurance available apart from this *policy*, after exhaustion of the original *limit of indemnity* under this *policy*
- (d) the request for reinstatement must be made by the *insured*, and all requirements relating to it be satisfied by them, before the expiry of the *period of insurance*
- (e) under no circumstances there shall be no further reinstatement of any or all of the reinstated *limit of indemnity* granted by this Extension

All other terms & conditions of the policy remain unchanged.

**UIN: IRDAN134CP0440V01202122/A0495V01202122**

#### **10. Fines & Penalties Extension**

Notwithstanding anything to the contrary stated in the *policy* and in consideration of the payment of additional premium as shown herein the Insurer agrees to indemnify the *Insured* in respect of any *claim* arising from aggravated, punitive, exemplary damages, fines or penalties.

However, the Insurer will not be liable to cover the *Insured* for any aggravated, punitive, exemplary damages, fines or penalties:

- (a) for which the Insurer is legally prohibited at law from indemnifying the *Insured*;
- (b) based upon, attributable to or in consequence of any:
  - i. wilful, intentional or deliberate failure to comply with any lawful notice, direction, enforcement action or proceeding under any legislation; or
  - ii. gross negligence or recklessness; or
  - iii. requirement to pay taxes, rates, duties, levies, charges, fees or any other similar charges

The Insurer's total aggregate liability during any one *period of insurance* for all such fines and penalties shall not exceed the sub-limit shown below, and shall be part of and not in addition to the *limit of Indemnity* as shown on the policy *schedule*.

Sub-limit of *Indemnity* ₹ \_\_\_\_\_

All other terms & conditions of the policy remain unchanged.

**UIN: IRDAN134CP0440V01202122/A0496V01202122**

### **11. Breach of Privacy Extension**

Notwithstanding anything to the contrary stated in the *policy* and in consideration of the payment of additional premium as shown herein the Insurer agrees to indemnify the *insured* for any Loss on account of any claim or claims alleging a breach or breaches of confidential or personal information, material or data, or invasion or breach of privacy of any customer of an Organization and/or breaches of any law or regulation that regulates the collection, management, confidentiality or disclosure of personal or confidential information of such customer anywhere in the world.

All other terms & conditions of the policy remain unchanged.

**UIN: IRDAN134CP0440V01202122/A0497V01202122**

### **12. Contractual Liability Extension**

Notwithstanding anything to the contrary stated in the *policy* and in consideration of the payment of additional premium as shown herein, Exclusion 4(a) of the policy is amended to include coverage for any Claim alleging a breach of contractual obligations in the rendering of or failure to render Professional Services

All other terms & conditions of the policy remain unchanged.

**UIN: IRDAN134CP0440V01202122/A0498V01202122**

### **13. USA & Canada Territory and Jurisdiction Extension Clause (Refer to Head Office for Approval)**

Notwithstanding anything to the contrary stated in the *policy* and in consideration of the payment of additional premium as shown herein, this policy is extended to cover Professional Liability *claim(s)* made or action(s) instituted upon the *insured* arising out of Activities in the USA or Canada.

The Insurers shall not however be liable for:

- a) any fines or penalties or punitive damages or exemplary damages or aggravated damages or any additional damages resulting from the multiplication of compensatory damages or any other non-compensatory damages of any kind awarded against the insured: and
- b) Any *claim(s)* based upon, caused by, arising out of, related to, contributed to by, in consequence of or in any way involved in:
  - i. Seepage, *Pollution* or contamination of any kind
  - ii. Any actual or alleged violation of any responsibilities, obligations or duties imposed by the Employee Retirement income Security Act of 1974 or any amendment thereof;
  - iii. Any actual or alleged violation of any of the provisions of the securities Exchange Act 1934 or any similar federal or state Law or any common Law relating thereto;
  - iv. Any actual or alleged violation of the Racketeer influenced or and corrupt organizational Act 18 USC Section 1961 and any amendments thereto or any rules or regulations promulgated thereunder;
  - v. *Terrorism* and
  - vi. Any advice given on USA or Canadian Law.

For the purpose of this extension, the following definitions shall apply:

- a) Activities means:
  - i. a Legal or physical presence of the insured; or
  - ii. fee income derived from USA or Canadian clients of the *insured* with no legal or Physical presence.
- b) Legal Presence means a USA or Canadian incorporated entity or partnership.
- c) Physical Presence means work performed in the USA or Canada that generates fee income for the *insured* that is not a Legal Presence or comes under the ownership, control or management of any Legal Presence.
- d) Professional Liability Means Professional Indemnity.
- e) USA or Canadian Clients means:
  - i. A citizen of the USA or Canada; or
  - ii. A Legal Presence; or
  - iii. A branch office(s) of a Legal Presence located outside the USA or Canada.
- f) USA or Canada means USA or Canada or both or any territories which come within the jurisdiction of the USA or Canada.

All other terms & conditions of the policy remain unchanged.

**UIN: IRDAN134CP0440V01202122/A0499V01202122**