Liberty General Insurance Limited
Corporate Identity Number: U66000MH2010PLC269656.
IRDAI Registration No.150
Unit 1501&1502, 15th Floor, Tower 2, One International Center
Senapati Bapat Marg, Prabhadevi, Mumbai – 400013,
Phone: +91 226700 1313 Fax: +91 226700 1606
Website: www.libertyinsurance.in
UIN: IRDAN150RP0004V01201415

Errors & Omissions Insurance

Miscellaneous

In consideration of payment of the **Premium** by the **Named Insured** and realization thereof by the Insurer and subject to all the terms, conditions and exclusions, including all definitions of the **Policy**, **Liberty General Insurance Company Ltd** agrees as follows:

1. Insuring Clauses

1.1 Errors & Omissions

Liberty General Insurance Company Ltd will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging an act, error or omission of the **Insured** in the provision of **Professional Services** specified in the Schedule.

1.2 Advancement of Defence Costs

Liberty General Insurance Company Ltd will pay for **Defence Costs** in respect of a **Claim** covered under Insuring Clause 1.1 or under any applicable extension. **Liberty General Insurance Company Ltd** will pay for these **Defence Costs** as and when they are incurred prior to final resolution of the **Claim**.

However, each **Insured** shall repay to **Liberty General Insurance Company Ltd** all payments of **Defence Costs** incurred on that **Insured's** behalf if and to the extent it is established that such **Defence Costs** are not insured under the **Policy**.

Defence Costs are subject to the **Excess** and form part of the **Limit of Liability**.

2. Extensions

Subject to all the terms, conditions and exclusions, including all definitions of the **Policy**, **Liberty General Insurance Company Ltd** further agrees to extend cover provided under the **Policy** as follows:

2.1 Breach of Confidentiality

Liberty General Insurance Company Ltd will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging breach of confidentiality by the **Insured** in the performance of **Information Technology Services** or in the provision of **Information Technology Products**.

2.2 Continuous Cover

If the **Insured** was aware of any facts that might give rise to a **Claim** prior to the **Policy Period** and had not notified **Liberty General Insurance Company Ltd** of such facts prior to the commencement of the **Policy**

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

Period, then Exclusion 3.11(b) in respect of "Prior Matters" will not apply to the notification of a **Claim** resulting from such facts, provided that:

(a) the failure to notify such facts was not a result of fraudulent misrepresentation or fraudulent nondisclosure by the **Insured**;

(b) the **Insured** first became aware of such facts after the **Continuity Date**; and

(c) **Liberty General Insurance Company Ltd** will reduce its liability to the extent of any prejudice suffered as a result of the **Insured's** failure to notify such facts giving rise to a **Claim** prior to the commencement of the **Policy Period**.

2.3 Defamation

Notwithstanding Exclusion 3.9 in respect of "Personal Injury", **Liberty General Insurance Company Ltd** will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging any libel, slander, defamation or injurious falsehood by the **Insured** in the the provision of **Professional Services**. No cover is provided under this extension for any **Claim** arising from any intentional libel, slander, defamation or injurious falsehood.

2.4 Extended Policy Period

If a **Change in Control** occurs during the **Policy Period** then the **Named Insured** may request an extended policy period of up to 84 months commencing from the end of the **Policy Period** during which extended policy period the **Insured** may notify any claim to **Liberty General Insurance Company Ltd** provided it results from **Professional Services** performed prior to the effective date of the **Change in Control**.

The **Named Insured** must request this extended policy period in writing before the end of the **Policy Period**. **Liberty General Insurance Company Ltd** may offer this extended policy period on such terms and conditions and for such additional premium as **Liberty General Insurance Company Ltd** may impose.

An extended policy period granted under this extension shall be non-cancellable and any additional premium paid shall be non-refundable.

This extension is subject to the **Limit of Liability**, the **Sub-Limits of Liability** and the **Excess** and does not apply if the **Policy** is cancelled or avoided by **Liberty General Insurance Company Ltd**.

2.5 Inquiry Costs

Liberty General Insurance Company Ltd will pay on behalf of the **Insured** the reasonable and necessary costs and expenses incurred by the **Insured** (but excluding the **Insured's** salaries, wages, fees, allowances, travel and accommodation expenses) in preparing for and attending an **Inquiry** provided that:

(a) such costs and expenses were incurred with the prior written consent of **Liberty General Insurance Company Ltd** which consent will not be unreasonably withheld; and

(b) the notice requiring the **Insured** to attend the **Inquiry** is first served upon the **Insured** during the **Policy Period** and reported to **Liberty General Insurance Company Ltd** during the **Policy Period**.

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

The **Insured** shall repay to **Liberty General Insurance Company Ltd** all payments of **Inquiry** representation costs and expenses incurred on the **Insured's** behalf if and to the extent it is established that such **Inquiry** representation costs and expenses are not insured under the **Policy**.

The maximum amount payable by **Liberty General Insurance Company Ltd** under this extension is the applicable **Sub-Limit of Liability**.

2.6 Interference with Privacy

Liberty General Insurance Company Ltd will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging unlawful interference with privacy by the **Insured** in the performance of **Information Technology Services** or in the provision of **Information Technology Products**.

2.7 Loss of Documents

Liberty General Insurance Company Ltd will pay on behalf of the **Insured** the costs the **Insured** incurs with the prior written consent of **Liberty General Insurance Company Ltd** for replacing or restoring any **Documents** which are destroyed, damaged or after diligent search cannot be found.

Such destruction, damage or loss must result solely from the performance of **Professional Services** by the **Insured** and be discovered for the first time during the **Policy Period** and reported to **Liberty General Insurance Company Ltd** during the **Policy Period**.

Liberty General Insurance Company Ltd will not pay for any destruction, damage or loss of documents resulting from:

(a) wear and tear or gradual deterioration;

(b) any computer virus; or

(c) an act, error or omission committed or allegedly committed by any person who is not a director, partner or employee of the **Named Insured** at the time the destruction, damage or loss of such **Documents** is first discovered.

The maximum amount payable by **Liberty General Insurance Company Ltd** under this extension is the applicable **Sub-Limit of Liability**.

2.8 New Subsidiaries

The definition of **Subsidiary** in Definition 6.17 is extended to include any company which, according to the laws of India, becomes a subsidiary of the **Named Insured** during the **Policy Period** provided that: (a) in the case of an acquisition, the revenue of the new subsidiary for the 12 months preceding the date of its acquisition does not exceed ___% of the consolidated revenue of the **Named Insured** and its **Subsidiaries** for the 12 months preceding the commencement of the **Policy Period**;

(b) the new subsidiary is not incorporated in the United States of America and/or Canada or any of their territories or protectorates;

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

(c) the new subsidiary does not provide **Professional Services** within the United States of America and/or Canada or any of their territories or protectorates; and

(d) the new subsidiary has no paid or incurred professional indemnity claims against it for the 5 years preceding the date of its acquisition.

In respect of any other new subsidiary to which any of (a) to (d) do not apply, **Liberty General Insurance Company Ltd** will provide cover for a period of 45 days (but not beyond the end of the **Policy Period**) from the effective date of the new subsidiary being acquired or created. Upon provision to **Liberty General Insurance Company Ltd** by the **Named Insured** of full details of the new subsidiary, **Liberty General Insurance Company Ltd** will consider providing cover for the new subsidiary for a further period on such terms and conditions and for such additional premium as may be agreed.

Cover in respect of any such new subsidiary applies only in respect of **Professional Services** provided whilst the subsidiary is a subsidiary of the **Named Insured**.

2.9 Period of Grace

If the **Policy** is neither renewed nor replaced by the **Named Insured** with a policy or policies providing similar cover then the **Named Insured** is entitled to an automatic extended policy period of 30 days commencing from the end of the **Policy Period** during which time the **Insured** may notify any claim under the **Policy** to **Liberty General Insurance Company Ltd** provided it results from **Professional Services** provided prior to end of the **Policy Period**.

2.10 Spouses, Estates & Representatives Liberty General Insurance Company Ltd will cover:

(a) in the event of the death, incapacity or bankruptcy of an **Insured**, any **Claim** brought against his or her estate, heirs, executors, administrators or legal representatives; or

(b) any **Claim** brought against the lawful spouse or domestic partner of an **Insured**, as if the **Claim** had been brought against that **Insured**.

No cover is provided under this extension for any actual or alleged act, error or omission by such estate, heirs, executors, administrators, legal representatives, lawful spouse or domestic partner.

2.11 Vicarious Liability

Liberty General Insurance Company Ltd will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging an act, error or omission by an **Agent** of the **Insured** in the provision of **Professional Services by such Agent for and on behalf of the Insured whilst acting as the Agent of the Insured**.

Liberty General Insurance Company Ltd will not be liable under this extension for the **Agent's** own liability, nor will **Liberty General Insurance Company Ltd** be prevented from seeking recovery from any **Agent**.

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

3 Exclusions

Liberty General Insurance Company Ltd will not pay for any **Loss**, **Defence Costs** or any other amounts insured under the **Policy** for, arising out of, or in any way connected with:

3.1 Asbestos asbestos, asbestos fibres or derivatives of asbestos.

3.2 Contractual Liability & Commercial Risks

(a) a liability which the **Insured** has assumed under a contract unless such liability would have attached in the absence of such contract;

(b) cost guarantees or cost estimates being exceeded by the **Insured** or any other party;

(c) the insolvency, receivership, administration, bankruptcy or liquidation of the **Insured**;

(d) the failure to provide, effect or maintain any bond, surety or insurance;

(e) any trading debt incurred by the **Insured**;

(f) any guarantee given by the **Insured** for a debt; or

(g) any dispute with a third party regarding payments of, or entitlement to, any commission or royalty.

3.3 Fraud & Dishonesty

(a)any act which a judge, jury or other official tribunal or panel finds, or which an **Insured** admits, to be a fraudulent, criminal, wilfully reckless, malicious or dishonest act, error or omission including any intentional violation or breach of any law or regulation; and in such event, the **Insurer** shall be reimbursed for all **Loss** paid in connection with such **Claim;**

(b) any actual or alleged payments, commissions, gratuities, bribes, political contributions, benefits or any other favours to or for the benefit of any domestic or foreign governments, government officials or agents; or

(c) any act, error or omission which is uninsurable under the law.

3.4 North American Jurisdiction

(a) legal proceedings brought within the United States of America and/or Canada or any of their territories or protectorates;

(b) the enforcement of any judgment or award obtained within or determined pursuant to the laws of the United States of America and/or Canada or any of their territories or protectorates; or

(c) legal proceedings in which the laws of the United States of America and/or Canada or any of their territories or protectorates are applicable even if only in a limited respect.

3.5 Intellectual Property Rights any actual, potential or alleged infringement of **Intellectual Property Rights**.

3.6 Aircraft & Watercraft the operation, ownership, maintenance or use of aircraft or watercraft.

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

3.7 **Owners & Occupiers Liability** the ownership, management, control or occupation of real property by or on behalf of the **Insured**.

3.8 Penalties & Punitive Damages

(a) any fines or other penalties; or
(b) any exemplary, aggravated, multiple or punitive damages.

3.9 Personal Injury death, bodily or mental injury, sickness or disease, emotional distress or mental anguish of any person.

3.10 Pollution

the actual or alleged presence, discharge, dispersal, release or escape of any **Pollutant** or the cost of removing, nullifying or cleaning up any **Pollutant**.

3.11 Prior Matters

(a) any written demand or legal proceedings for compensation or **Inquiry** made, threatened, intimated against or involving the **Insured** prior to the commencement of the **Policy Period**;

(b) any facts that, before the commencement of the **Policy Period**, the **Insured** was aware, or a reasonable person would have been aware, might give rise to a claim under the **Policy**;

(c) any facts that might give rise to a claim under the **Policy** which have been reported, or which can be or could have been reported, to an insurer under any insurance policy entered into before the commencement of the **Policy Period**;

3.12 Licensing Inquiries

any prosecution, inquiry, hearing, commission or other investigation in relation to the Insured failing to be licensed, registered or accredited to provide **Professional Services** as required by any Acts, rules, regulations or industry codes of practice.

3.13 Property Damage

loss of, damage to or destruction of any real or personal property or any consequential losses flowing from such loss, damage or destruction.

3.14 Related Parties any **Claim** made by or on behalf of:

(a) one or more **Insured** against another **Insured** other than a **Claim** for contribution or indemnity which results directly from another **Claim** which would be covered under the **Policy** if made directly against such other **Insured**;

(b) a child, sibling, spouse, partner or parent of an **Insured** or a parent of a spouse or partner of an **Insured**;

(c) any entity which is owned, controlled or managed by any **Insured**; or

(d) any parent company or other entity which owns, controls or manages any **Insured**.

3.15 Retroactive Limitation any act, error or omission committed or allegedly committed prior to the **Retroactive Date**.

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

3.16 War, Terrorism & Nuclear

(a) war (whether declared or not), civil disturbance or riot;

(b) any actual or threatened act of **Terrorism** or any action taken to, or taken in an attempt to, control, prevent or suppress any act of **Terrorism**.

(c) ionising radiation or contamination by radioactivity from any nuclear fuel or any waste from the combustion of nuclear fuel; or

(d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear weapon, installation, reactor or other nuclear assembly or nuclear component thereof.

4. Claims Conditions

4.1 Notification of Claims & Co-operation

It is a condition precedent to cover under the **Policy** that as soon as the **Insured** becomes aware of a **Claim** or **Inquiry** during the **Policy Period** (or the extended policy period under Extension 2.4 in respect of "Extended Policy Period", if applicable), the **Insured** must notify **Liberty General Insurance Company Ltd as soon as practicable** in writing of the **Claim** or **Inquiry**.

Where the **Insured** becomes aware of facts that might give rise to a **Claim** against the **Insured** or **Inquiry** that might involve the **Insured**, during the **Policy Period** then the **Insured** may elect to report those facts in writing to **Liberty General Insurance Company Ltd** as soon as the **Insured** becomes aware of those facts but before the end of the **Policy Period** in which case any **Claim** or **Inquiry** that subsequently arises out of those facts shall be deemed to have been reported to **Liberty General Insurance Company Ltd** at the time those facts were reported to **Liberty General Insurance Company Ltd**.

If the **Insured** reports a **Claim** or **Inquiry**, or facts that might give rise to a **Claim** or **Inquiry**, to **Liberty General Insurance Company Ltd** then the **Insured** must give **Liberty General Insurance Company Ltd** such information and co-operation as it may reasonably require including but not limited to:

(a) a description of the **Claim** or **Inquiry**;

(b) the nature of the alleged act, error or omission;

(c) the nature of the alleged or potential loss;

(d) the names of actual or potential claimants; and

(e) the manner in which the **Insured** first became aware of the **Claim** or **Inquiry**.

If **Loss**, **Defence Costs** or any other amounts insured under the **Policy** are also potentially insured under any other insurance policy or policies, then the **Insured** must advise **Liberty General Insurance Company Ltd** at the time of making a claim under the **Policy**, and provide **Liberty General Insurance Company Ltd** with details of the other insurance.

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

4.2 Defence & Settlement

Liberty General Insurance Company Ltd may, in its absolute discretion, take over the conduct of any investigation, settlement or defence of any **Claim**.

It is a condition precedent to cover under the **Policy** that the **Insured** must:

(a) take all reasonable steps to mitigate loss;

(b) not agree to any waiver, limitation or delay as to their legal rights of recovery against any other party; (c) not admit liability, negotiate any settlement, enter into any settlement agreement or incur any **Defence Costs** without the prior written consent of **Liberty General Insurance Company Ltd**; and

(d) give **Liberty General Insurance Company Ltd** all the information and assistance that **Liberty General Insurance Company Ltd** requires for the purpose of investigating:

(i) the cause and consequences of any **Claim**;

(ii) the **Insured's** liability to any party in respect of any **Claim**; and

(iii) whether **Liberty General Insurance Company Ltd** has any liability to the **Insured** under the **Policy** and, if so, the extent of its liability; and, where applicable, conducting the defence of any **Claim**.

4.3 Other Insurance

If at the time of any claim under the **Policy** there is or would be but for the existence of the **Policy** any other policy of indemnity or insurance in favour of or effected by or on behalf of the **Insured** applicable to such claim, **Liberty General Insurance Company Ltd** shall not be liable under the **Policy** to indemnify the **Insured** for such claim except insofar as it concerns any excess beyond the amount which would be payable under such indemnity or insurance had the **Policy** not been effected.

4.4 Allocation

In the event the **Insured** is a party to a demand, legal proceedings, inquiry or hearing which is covered only in part by the **Policy**, the **Insured** and **Liberty General Insurance Company Ltd** will use their best efforts to agree upon a fair and proper allocation of **Loss**, **Defence Costs** or any other amount insured under the **Policy** which relate solely to what is covered under the **Policy**.

4.5 Consent

As a condition precedent to cover under this policy, no **Insured** shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, or incur any **Defence Costs** without the prior written consent of **Liberty General Insurance Company Ltd**. Only those settlements, judgments and **Defence Costs** consented to by **Liberty General Insurance Company Ltd**, and judgments resulting from **Claims** defended in accordance with this policy, shall be recoverable as **Loss** under this policy. **Liberty General Insurance Company Ltd's** consent shall not be unreasonably withheld, provided that **Liberty General Insurance Company Ltd** shall be entitled to exercise all of its rights under the policy.

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

Liberty General Insurance Company Ltd may make any settlement of any **Claim** it deems expedient with respect to any **Insured**, subject to such **Insured's** written consent. If any **Insured** withholds consent to such settlement, **Liberty General Insurance Company Ltd's** liability for all **Loss** on account of such **Claim** shall not exceed the amount for which **Liberty General Insurance Company Ltd** could have settled such **Claim,** plus **Defence Costs** incurred as of the date such settlement was proposed in writing by **Liberty General Insurance Company Ltd**, less coinsurance (if any) and the applicable **Excess**.

4.6 Subrogation

If **Liberty General Insurance Company Ltd** grants indemnity under the **Policy**, then **Liberty General Insurance Company Ltd** shall be subrogated to the **Insured's** rights of recovery against any person or entity whom the Insured is entitled to proceed against whether or not payment has in fact been made and whether or not the **Insured** has been compensated in full for their loss. Each **Insured** must, at its own cost, provide all reasonable assistance to **Liberty General Insurance Company Ltd** (including, but not limited to giving information, signing documents and giving evidence) to help enforce those rights.

The **Insured** must not do anything (including but not limited to excluding or limiting the liability of other parties in contracts, whether or not they are written contracts) that may prejudice **Liberty's** position or its potential or actual rights of recovery against any party.

Any amounts recovered by **Liberty General Insurance Company Ltd** in excess of **Liberty General Insurance Company Ltd**'s total payment to the **Insured** (including **Defence Costs**) shall be restored to the **Insured** less the cost to **Liberty General Insurance Company Ltd** of such recovery.

5. General Conditions

5.1 Change in Control

If a **Change in Control** occurs during the **Policy Period**, the **Policy** will continue to provide cover but only in respect of **Professional Services** provided prior to the effective date of the **Change in Control**.

5.2 Material Change to Risk

It is a condition precedent to cover under the **Policy** that the **Insured** must, within 30 days of a material change to the risk that is the subject of the **Policy**, notify **Liberty General Insurance Company Ltd** in writing of that change. In that event, **Liberty General Insurance Company Ltd** reserves the right to impose additional terms and conditions and to charge an additional premium.

5.3 Limit of Liability

The maximum amount payable by **Liberty General Insurance Company Ltd** under the **Policy** is the **Limit of Liability**. The **Limit of Liability** is inclusive of **Loss**, **Defence Costs**, **Sub-Limits of Liability** and any other amounts insured under the **Policy**.

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

5.4 Excess

Liberty General Insurance Company Ltd will only pay in respect of each **Loss** (or alleged **Loss**) and associated **Defence Costs** and other amounts insured under the **Policy**, the amount which is above the **Excess**. The **Excess** shall be the first amount borne by the **Insured** and shall remain uninsured.

5.5 Non-Accumulation of Limits & Sub-Limits

If two or more policies of insurance issued by **Liberty General Insurance Company Ltd** apply to the same loss or any other amounts insured under the **Policy**, then the maximum amount payable by **Liberty General Insurance Company Ltd** under all such policies is the highest of the applicable limit or sub-limit of liability specified in the schedule for all such policies and there will only be one excess payable which will be the excess which applies to that limit or sub-limit of liability.

5.6 Assignment

The **Policy** and any rights under or in respect of it cannot be assigned without **Liberty General Insurance Company Ltd's** prior written consent.

5.7 Valuation & Foreign Currency

All amounts referred to in the **Policy** are expressed and payable in the currency specified in the **Schedule**. If judgment is rendered or settlement is negotiated in a currency other than the currency specified in the **Schedule**, then payment under the **Policy** shall be made in the currency specified in the **Schedule** at the rate of exchange for the purchase of that currency published in the currency conversion website, oanda.com or, if it has ceased to be current, a currency conversion website selected by **Liberty General Insurance Company Ltd** on the date, or if not published on that date then immediately thereafter, the final judgment is reached or the settlement is agreed upon.

5.8 Governing Law

This **Policy** shall be governed and interpreted in accordance with the laws of India, and all claims for indemnity under this **Policy** shall be decided in accordance with those laws. Any dispute arising out of or in connection with this **Policy** shall be dealt with as per the Arbitration clause 5.9.

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

5.9 Arbitration Clause

This contract of Insurance shall be governed and construed in accordance with the laws of India. All disputes, claims, suits and actions arising out of this Agreement or its validity will be finally decided by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The Parties shall mutually appoint a sole arbitrator. The venue for the arbitration shall be at Mumbai. The arbitration proceedings shall be conducted in English. Any award made in such arbitration will be final and binding upon the Parties. Subject to the above, the Parties submit to the exclusive jurisdiction of the courts in Mumbai, India.

5.10 Policy Interpretation & Construction

The headings in the **Policy** are for descriptive purposes only and do not form part of the **Policy** for the purpose of its construction or operation. Words used in the singular shall include the plural and vice versa. For the meaning of any words in bold refer to the **Schedule** and Section 6 - Definitions.

5.11The **Insured** may cancel this Policy at any time by giving notice in writing to **Liberty General Insurance Company Ltd**, in which case **Liberty General Insurance Company Ltd** will retain the short period rate as per the following table for the time the Policy has been in force.

For a period not exceeding	Short Period Rate
15 days	10% of the Annual rate
1 month	15% of the Annual rate
2 months	30% of the Annual rate
3 months	40% of the Annual rate
4 months	50% of the Annual rate
5 months	60% of the Annual rate
6 months	70% of the Annual rate
7 months	75% of the Annual rate
8 months	80% of the Annual rate
9 months	85% of the Annual rate
Above 9 months	The full Annual rate

The above is applicable provided there is no reported **claim** under the policy during the period of Insurance. In case of any reported **claims** under the Policy, no refund of premium shall be allowed.

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

Liberty General Insurance Company Ltd may cancel this Policy by giving thirty (30) days notice in writing to the Insured at the Insured's last known address and Liberty General Insurance Company Ltd will provide a pro-rata refund of Premium for the unexpired Period of Cover but if claims have been notified or payments have been made under this Policy then the premium shall be deemed to be fully earned and no refund of premium will be due.

Where the **Insured** comprises more than one person or company, it is agreed that the **Insured** referred to in the Schedule shall be the agent of each of the other Insured persons or companies or others indemnified under this Policy for the purposes of receiving any notice of cancellation pursuant to this condition, or any other notice, statement, document or information relating to this Policy.

5.12 **Liberty General Insurance Company Ltd** will have the right, in its sole and absolute discretion, to avoid its obligations under or void this Policy in its entirety due to misrepresentation, fraud or non-disclosure of material facts by the **Insured.** In such a case all benefits paid or potentially payable under the Policy shall be forfeited.

5.13 Sanctions/Embargoes

Liberty General Insurance (LGI/Liberty") will not be deemed to provide cover nor 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 Liberty or its parent to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of India, the European Union, United Kingdom, United States of America or other applicable jurisdiction

5.14. Duties owed by the Insured and breach thereof

This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdeclaration, misdescription, fraud or non-disclosure of any material fact or non – cooperation of the Insured in the Proposal form, personal statement, declaration and connected documents, or any material information having been withheld.

5.15. Notices

Any and all notices and declarations for Our attention shall be submitted in writing and shall be delivered to the address specified in the **Policy**.

Any and all notices and declarations for Your attention shall be posted/ sent to You on Your address stated in the Policy.

5.16. Entire Contract

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

This **Policy** constitutes the complete contract of insurance for You. No change or alteration in this **Policy** shall be valid or effective unless approved in writing by the Us, which approval shall be evidenced by an endorsement to the **Policy**.

5.17. Renewal Notice

If We agree to renew the **Policy**, every renewal Premium shall be paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to You that may result in enhancement of Our risk under the **Policy**. No renewal receipt shall be valid unless it is on Our printed form and signed by Our authorized official. There is a possibility of revision/ modification of terms, conditions, coverages and/or Premiums of this product in future at the time of renewal.

6. Definitions

In the **Policy**:

6.1 Agent means a natural person, company or other entity who has or had a written contract with the **Named Insured** or its **Subsidiaries** to provide **Professional Services**, but only in relation to the provision of **Professional Services** for or on behalf of the **Named Insured** or its **Subsidiaries**.

6.2 Change in Control means any one of the following events:

(a) the **Named Insured** consolidates or merges with, or sells all or substantially all of its assets to a person, entity or group of persons or entities acting in concert;

(b) the **Named Insured** becomes a subsidiary of another entity or becomes controlled by another entity; or

(c) a trustee, administrator, receiver or liquidator including any provisional liquidator is appointed to the **Named Insured**.

6.3 Claim means any written demand or legal proceedings for compensation first made against the **Insured** during the **Policy Period** (or the extended policy period under Extension 2.4 in respect of "Extended Policy Period", if applicable) and reported to **Liberty General Insurance Company Ltd** during the **Policy Period** (or the extended policy period under Extension 2.4 in respect of "Extended Policy Period", if applicable) which may result in **Loss**, **Defence Costs** or any other amounts insured under the **Policy**.

6.4 Defence Costs means:

(a) reasonable and necessary costs and expenses incurred by **Liberty General Insurance Company Ltd**, or by the **Insured** but only with **Liberty General Insurance Company Ltd's** prior written consent (which shall not be unreasonably withheld), solely for the benefit of the **Insured** in the investigation, settlement, defence or appeal of any **Claim** covered under the **Policy**; and

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

(b) the costs of obtaining **Senior Counsel's** advice or determination under the **Policy**.

Defence Costs does not include salaries, wages, allowances, travel or accommodation expenses incurred by the **Insured** in assessing, investigating, dealing with and assisting others to deal with any **Claim**.

6.5 Document means a document of any nature whether written, printed or reproduced by any method including computer records or electronic data, in the possession or control of the **Insured** or the property of the **Insured** but does not include **Money**.

6.6 Inquiry means any administrative or regulatory proceeding, official investigation, inquiry or hearing into the provision of **Professional Services** by the **Insured** which an **Insured** is legally required to attend if findings from such proceeding, investigation, inquiry or hearing could lead to a **Claim** being made against the **Insured** which may be covered under the **Policy**.

6.7 Insured means each of the following:

(a) the **Named Insured** and its **Subsidiaries**; and

(b) any past, present or future director, partner or employee of the **Named Insured** or its **Subsidiaries** but only in relation to **Professional Services** provided for or on behalf of the **Named Insured** or its **Subsidiaries** whilst they are a director, partner or employee of the **Named Insured** or its **Subsidiaries**.

6.8 Intellectual Property Rights means all existing and future intellectual property rights throughout the world in whatever media, whether registered or unregistered and whether or not capable of registration, including but not limited to all copyright, patents, trade marks, trade names, domain names, brand names, slogans, logos, emblems and designs (and all applications or renewals for the protection or registration of these rights) together with all confidential information including trade secrets, know-how, formulae, methods, routines and other proprietary technology.

6.9 Liberty General Insurance Company Ltd means Liberty General Insurance Company Ltd General Insurance Company Limited

6.10 Loss means:

(a) damages or claimant's costs or both payable by the **Insured** pursuant to an award or judgment entered against the **Insured**;

(b) settlements negotiated by **Liberty General Insurance Company Ltd** and consented to by the **Insured**;

(c) settlements negotiated by the **Insured** but only with the prior written consent of **Liberty General Insurance Company Ltd**. **Loss** does not include any wages, salaries, allowances, fees, commissions, awards, bonuses, travel or accommodation costs incurred by the **Insured** in assessing, investigating, dealing with or assisting others to deal with the claim.

All **Loss** attributable to one source or originating cause shall be deemed one **Loss**.

6.11 Money means shares, bonds, currency, coins, bank notes, bullion, precious metals, gems, jewellery, coupons, stamps, cheques, travellers' cheques, registered cheques, postal orders and money orders.

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

6.12 **Policy** means this policy wording, any endorsements to it and the **Schedule**.

6.13 **Policy Period** means the period of time specified in the **Schedule** unless the **Policy** is cancelled in which event the **Policy Period** will end on the effective date of the cancellation.

6.14 **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, noise, acids, alkalis, compounds, chemicals, including derivatives, mould or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

6.15 **Premium** means the amount payable by the **Named Insured** for the **Policy** including any applicable charges advised by **Liberty General Insurance Company Ltd**.

6.16 **Schedule** means the schedule attached to the **Policy** and signed by a person authorised by **Liberty General Insurance Company Ltd**.

6.17 **Subsidiary** means any company which, according to the laws of India, was or is a subsidiary of the **Named Insured** prior to or at the commencement of the **Policy Period**.

Cover in respect of any such company applies only in respect of acts, errors or omissions committed, or allegedly committed in the provision of **Professional Services** whilst the company was or is a subsidiary of the **Named Insured**.

6.18 **Terrorism** means an act or acts by any person or group of persons or government causing or threatening to cause any harm of any nature for political, religious, ideological, ethnic or similar purpose and/or to intimidate or influence any government or the public or any section of the public.

Grievance Redressal Procedure

We are committed to providing you with the best possible service. In case you are not satisfied with our products or have a complaint to make about this Policy or the financial services we provide to you, please follow the below steps:

Step 1

Call us on Toll free number: **1800-266-5844**
(8:00 AM to 8:00 PM, 7 days of the week)
or
Email us at: care@libertyinsurance.in
or
Write to us at:
Customer Service
Liberty General Insurance Limited
Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati

Step 2

If our response or resolution does not meet your expectations, you can escalate at Manager@libertyinsurance.in

Step 3

If you are still not satisfied with the resolution provided, you can further escalate at Servicehead@libertyinsurance.in

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

Bapat Marg, Prabhadevi, Mumbai,
Maharashtra 400013

An acknowledgement will be sent on receipt of your concern, we would then investigate the matter internally and respond with a suitable resolution. Please share your contact details to enable us to get in touch with you.

In case you are not satisfied with the decision or resolution provided by Liberty, you may approach the Insurance Ombudsman for redressal. The details of Insurance Ombudsman offices are given below.

OMBUDSMAN DETAILS	
Office Details	**Jurisdiction of Office Union Territory, District)**
AHMEDABAD Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049	Karnataka.

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

Email: oio.bengaluru@cioins.co.in	

BHOPAL Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir,Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESWAR Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455/2596429/2596003 Email: oio.bhubaneswar@cioins.co.in	Odisha.
CHANDIGARH Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20- 27, Ground Floor Sector- 17 A,	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

Chandigarh – 160 017. Tel.: 0172-2706468 Email: oio.chandigarh@cioins.co.in	
CHENNAI Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in	Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).
DELHI Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: oio.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Near Pan Bazar , S.S. Road, Guwahati – 781001(ASSAM).	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.guwahati@cioins.co.in	
HYDERABAD Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp.Hyundai Showroom , A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363 Email: oio.jaipur@cioins.co.in	Rajasthan
KOCHI Insurance Ombudsman Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

Ground,M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: oio.ernakulam@cioins.co.in	
KOLKATA Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 -	**List of wards** under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N , S and T covered under Office of Insurance Ombudsman Thane and excluding areas of Navi Mumbai.

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in	
NOIDA Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P- 201301. Tel.: 0120-2514252 / 2514253 Email: oio.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	Bihar, Jharkhand.
PUNE Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district,Palghar District, Raigad district & Mumbai Metropolitan Region

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license

Tel.: 020-24471175 Email: oio.pune@cioins.co.in	
THANE Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and **wards of Mumbai**, M/East, M/West, N, S and T."

Note: Address and contact number of Governing Body of Insurance Council
Council for Insurance Ombudsmen,3rd Floor,
Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai -400 054.
Tel No: 022 -69038800/69038812,
E-mail ID: inscoun@cioins.co.in

INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION

Trade Logo displayed above belongs to Liberty Mutual and used by the Liberty General Insurance Limited under license