

# Professional Liability Outsourcing

## NOTICE

The content of this policy, including but not limited to the text and images herein, and their arrangement, is the copyright property of American International Group, Inc. ("AIG"). All rights reserved. AIG hereby authorizes you to copy and display the content herein, but only in connection with AIG business. Any copy you make must include this copyright notice. Limited quotations from the content are permitted if properly attributed to AIG; however, except as set forth above, you may not copy or display for redistribution to third parties any portion of the content of this policy without the prior written permission of AIG. No modifications of the content may be made. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, trademark, copyright (except as expressly provided above), or other proprietary rights of AIG or of any third party.



### **Notice**

This is a claims made insurance policy. This policy will only apply to **Claims** first made against the **Insured** by a **Third Party** and reported to the **Insurer** during the **Policy Period**. The limits of liability available to pay judgments or settlements shall be reduced by amounts incurred for legal defence. Further, please note that the amounts incurred for legal defence shall be applied against the **Retention** amount.

# **Professional Liability Outsourcing**

In consideration of the payment of the **Premium** and subject to all of the provisions of this policy, the **Insurer** agrees as follows.

## ***Covers***

---

All cover under this policy is afforded solely with respect to **Claims** first made against an **Insured** during the **Policy Period** and reported to the **Insurer** as required by this policy.

*Professional Liability*      The **Insurer** will pay on behalf of any **Insured** all **Damages** resulting from any **Claim** for any **Breach of Duty** of the **Insured**.

*Technology Products*      The **Insurer** will pay on behalf of any **Insured** all **Damages** resulting from any **Claim** for any **Technology Product Failure**.

*Intellectual Property*      The **Insurer** will pay on behalf of any **Insured** all **Damages** resulting from any **Claim** for any **Infringement**.

*Defamation*      The **Insurer** will pay on behalf of any **Insured** all **Damages** resulting from any **Claim** for libel or slander committed unintentionally by an **Insured**.

*Fraud/Dishonesty*      The **Insurer** will pay on behalf of any **Insured**, who is not the actual perpetrator, all **Damages** resulting from any **Claim** for **Fraud/Dishonesty** of any **Employee**.

*Defence*      The **Insurer** has the right to defend any **Claim** which this policy may respond to under its Covers or Extensions. The **Insurer** shall pay **Defence Costs** incurred in defending such **Claim**.

The **Insurer** is under no obligation to pay **Loss**, unless the **Wrongful Act** first takes place on or after the **Retroactive Date**; and: (i) is committed solely in the performance of or failure to perform **Professional Services** or (ii) arises from **Technology Products**.

## Extensions

---

### *Court Attendance*

For any person described in (i) and (ii) below who actually attends court as a witness in connection with a **Claim** notified under and covered by this policy, **Defence Costs** will include the following rates per day for each day on which attendance in court has been required:

- |  |          |
|--|----------|
| (i) for any principal, partner, or director <b>Insured</b> | US\$ 500 |
| for any <b>Employee</b>                                    | US\$ 250 |

No **Retention** shall apply to this Extension.

### *Extended Reporting Period*

If the **Insurer** cancels or does not renew this policy, other than for any breach of the terms of this policy by an **Insured**, the **Policyholder** shall have the right to a period of 30 days following the date of cancellation or expiry in which to give notice of any covered **Claim** first made against the **Insured**. That extended reporting period shall not apply if this policy or its cover has been replaced.

### *Computer Records*

With respect to a **Third Party's Computer Records**:

for which an **Insured** is legally responsible, and that, during the **Policy Period**, have been destroyed, damaged, lost, distorted, erased or mislaid solely in the performance or non-performance of **Professional Services**,

**Damages** shall also include costs and expenses reasonably incurred by the **Insured** in replacing or restoring such **Computer Records** provided that:

- (a) such loss or damage is sustained while the **Computer Records** are either: (1) in transit; or (2) in the custody of the **Insured** or of any person to whom the **Insured** has entrusted them;
- (b) where the lost or mislaid **Computer Records** have been the subject of a diligent search by or on behalf of the **Insured**;
- (c) the amount of any **Claim** for such costs and expenses shall be supported by evidence of expenditure that shall be subject to approval by a competent person to be nominated by the **Insurer** with the consent of the **Insured**; and
- (d) the **Insurer** shall not be liable for any **Claim** arising out of wear, tear and/or gradual deterioration, moth and vermin.

This Extension will be subject to a Sublimit of Liability of Rs. . A separate retention of Rs. instead of the **Retention** will apply to each **Claim** covered under this Extension.

<The balance of this page is intentionally blank.>

## *Definitions*

---

<b>“Bodily Injury”</b>	means physical injury, sickness, disease or death; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury.
<b>“Breach of Duty”</b>	means any actual or alleged negligent breach of duty, act, error, misstatements, misleading statements, breach of confidentiality or omission in the performance of or failure to perform <b>Professional Services</b> .
<b>“Claim”</b>	means any: (i) written demand or (ii) civil or administrative proceeding, that seeks <b>Damages</b> from <b>Wrongful Acts</b> .
<b>“Computer Records”</b>	means any <b>Data</b> stored within any:  computer, data processing equipment, or any of their respective components; or computer software;  but does not include any currency, negotiable instruments or records thereof.
<b>“Damages”</b>	means any amount that an <b>Insured</b> shall be legally liable to pay to a <b>Third Party</b> in respect of judgments rendered against an <b>Insured</b> , or for settlements negotiated by the <b>Insurer</b> with the consent of either the <b>Insured</b> or the <b>Policyholder</b> .
<b>“Data”</b>	means electronically stored, digital or digitised information or media.
<b>“Defence Costs”</b>	means reasonable fees, costs and expenses incurred by or on behalf of the <b>Insured</b> in the investigation, defence, adjustment, settlement or appeal of any <b>Claim</b> . <b>“Defence Costs”</b> shall not mean any internal or overhead expenses of any <b>Insured</b> or the cost of any <b>Insured’s</b> time.
<b>“Employee”</b>	means any natural person who is or has been expressly engaged as an employee under a contract of employment with the <b>Policyholder</b> or any <b>Subsidiary</b> . <b>“Employee”</b> shall not mean any: (i) principal, partner or director; or (ii) temporary contract labour, self-employed person or labour-only sub-contractor.
<b>“Fraud/Dishonesty”</b>	means fraudulent or dishonest conduct of an <b>Employee</b> :  (i) not condoned, expressly or implicitly; and (ii) that results in liability to;  the <b>Policyholder</b> or any <b>Subsidiary</b> .
<b>“Infringement”</b>	means an unintentional infringement of any intellectual property right of any <b>Third Party</b> , other than patents and <b>Trade Secrets</b> .
<b>“Insured”</b>	means:  the <b>Policyholder</b> or any <b>Subsidiary</b> ; any natural person, who is or has been a principal, partner or director of the <b>Policyholder</b> or any <b>Subsidiary</b> ; any <b>Employee</b> ; any temporary contract labour, self-employed persons, labour-only sub-contractors, solely under contract with, and under the direction and direct supervision of the <b>Policyholder</b> or any <b>Subsidiary</b> ; and any estates or legal representatives of any <b>Insured</b> described in (2) and (3) of this definition;  but only when providing <b>Professional Services</b> in the foregoing capacities.

## *Definitions (Continued)*

<b>"Insurer"</b>	means the entity specified as such in the Schedule.										
<b>"Limit of Liability"</b>	means the amount specified as such in the Schedule.										
<b>"Loss"</b>	means <b>Damages</b> and <b>Defence Costs</b> . <b>"Loss"</b> shall not mean and this policy shall not cover any (1) <b>Taxes</b> ; (2) non-compensatory damages, including punitive, multiple, exemplary or liquidated damages; (3) fines or penalties; (4) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief; (5) compensation, benefits or overhead of, or charges or expenses by any <b>Insured</b> ; (6) the costs and expenses associated with any withdrawal, recall, removal or disposal of any product or software because of a known or suspected defect, deficiency or inadequacy; or (7) any matters which may be deemed uninsurable under the law governing this policy or the jurisdiction in which a <b>Claim</b> is brought.										
<b>"Outsourcing"</b>	means the performance of any business functions of a <b>Third Party</b> : (i) that has been outsourced by the <b>Third Party</b> to the <b>Policyholder</b> or any <b>Subsidiary</b> under written contract; (ii) that are not core competencies of the <b>Third Party</b> ; and (iii) that relate to the following activities: <table border="0"> <tr> <td><i>Call Centres:</i></td><td>call centres providing inbound and outbound telemarketing and survey;</td></tr> <tr> <td><i>Support Marketing/Promotion</i></td><td><b>Pre-Scripted Support</b>; the marketing or promotion of such <b>Third Party's</b> products or services;</td></tr> <tr> <td><i>Customer Relations:</i></td><td>customer relationship management;</td></tr> <tr> <td><i>Data Processing:</i></td><td><b>Data</b> handling or processing; or</td></tr> <tr> <td><i>Back Office:</i></td><td>payroll, human resources, bookkeeping, accounts payable, accounts receivable and travel support functions.</td></tr> </table>	<i>Call Centres:</i>	call centres providing inbound and outbound telemarketing and survey;	<i>Support Marketing/Promotion</i>	<b>Pre-Scripted Support</b> ; the marketing or promotion of such <b>Third Party's</b> products or services;	<i>Customer Relations:</i>	customer relationship management;	<i>Data Processing:</i>	<b>Data</b> handling or processing; or	<i>Back Office:</i>	payroll, human resources, bookkeeping, accounts payable, accounts receivable and travel support functions.
<i>Call Centres:</i>	call centres providing inbound and outbound telemarketing and survey;										
<i>Support Marketing/Promotion</i>	<b>Pre-Scripted Support</b> ; the marketing or promotion of such <b>Third Party's</b> products or services;										
<i>Customer Relations:</i>	customer relationship management;										
<i>Data Processing:</i>	<b>Data</b> handling or processing; or										
<i>Back Office:</i>	payroll, human resources, bookkeeping, accounts payable, accounts receivable and travel support functions.										
<b>"Policy Period"</b>	means the period of time specified in the Schedule unless the policy is cancelled in which event the <b>Policy Period</b> will end on the effective date of the cancellation.										
<b>"Policyholder"</b>	means the entity or natural person specified as such in the Schedule.										
<b>"Pollutants"</b>	means, but is not limited to, any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise, including asbestos, smoke, vapour, soot, fibres, mould, spores, fungus, germs, fumes, acids, alkalis, nuclear or radioactive material of any sort, chemicals or waste. <b>"Waste"</b> includes, but is not limited to, material to be recycled, reconditioned or reclaimed.										
<b>"Pre-Scripted Support"</b>	means telephone, e-mail or online support on behalf of the <b>Third Party</b> which, in response to inquiries, provides scripted responses that have been provided or approved in advance by the <b>Third Party</b> .										
<b>"Premium"</b>	means the amount specified as such in the Schedule and any premium adjustment reflected in an endorsement to this policy.										
<b>"Professional Services"</b>	means the professional services of the <b>Policyholder</b> and any <b>Subsidiary</b> as specified in the Schedule.										
<b>"Property Damage"</b>	means damage to or loss of or destruction of tangible property or loss of use thereof.										
<b>"Public Key Infrastructure"</b>	means the policies, methods, equipment and procedures including associated software, hardware and firmware for establishing and managing a secure method for exchanging electronic information involving the use of certification certificates, digital certificates, digital signatures, public and/or private keys.										
<b>"Retention"</b>	means the amount specified as such in the Schedule.										

*Definitions (Continued)*

---

<b>"Retroactive Date"</b>	means the date specified as such in the Schedule.
<b>"Subsidiary"</b>	<p>means companies in which the <b>Policyholder</b>, either directly or indirectly through one or more of its <b>Subsidiaries</b>;</p> <p>controls the composition of the board of directors; controls more than half of the voting power; or holds more than half of the issued share capital.</p> <p>For any <b>Subsidiary</b> or any <b>Insured</b> thereof, cover under this policy shall only apply to <b>Wrongful Acts</b> committed while such entity is a <b>Subsidiary</b> of the <b>Policyholder</b>.</p>
<b>"Taxes"</b>	means any tax obligations of a <b>Third Party</b> or an <b>Insured</b> ; other than any additional taxes imposed upon a <b>Third Party</b> as a result of a <b>Breach of Duty</b> .
<b>"Technology"</b>	<p>means any:</p> <p>software services; <b>Data</b> services; or services that facilitate access to or the use of <b>Data</b> or software via the Internet;</p> <p>of the <b>Policyholder</b> or any <b>Subsidiary</b>.</p>
<b>"Technology Product"</b>	<p>means any computer hardware or firmware:</p> <p>sold, leased or otherwise supplied; licensed; or installed, modified or serviced;</p> <p>by any <b>Insured</b>.</p>
<b>"Technology Product Failure"</b>	means any actual or alleged negligent breach of duty, act, error, misstatements, misleading statements or omission in connection with any <b>Technology Product</b> .
<b>"Telecommunications"</b>	means any voice or <b>Data</b> transmission related services.
<b>"Third Party"</b>	means any entity or natural person; provided, however, <b>Third Party</b> does not mean: (i) any <b>Insured</b> ; or (ii) any other entity or natural person having a financial interest or executive role in the operation of the <b>Policyholder</b> or any <b>Subsidiary</b> .
<b>"Trade Secret"</b>	means information that derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use.
<b>"Wrongful Act"</b>	means any <b>Breach of Duty, Technology Product Failure, Infringement</b> , libel, slander, or <b>Fraud/Dishonesty</b> .

## Exclusions

---

This policy shall not cover **Loss** in connection with any **Claim**:

<i>Antitrust</i>	arising out of, based upon or attributable to any actual or alleged antitrust violation, restraint of trade or unfair competition;
<i>Bodily Injury/ Property Damage</i>	arising out of, based upon or attributable to <b>Bodily Injury</b> or <b>Property Damage</b> unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing <b>Professional Services</b> ;
<i>Contractual Liability/ Performance Guarantees</i>	arising out of, based upon or attributable to any: contractual liability or other obligation assumed, that goes beyond the duty to use such skill and care as is ordinarily applied to the professional services provided; guarantee or warranty; delay in performing, failing to perform or failing to complete any <b>Professional Services</b> , unless such delay or failure arises from a <b>Breach of Duty</b> by an <b>Insured</b> ; or delay in the supply, installation, modification or service of any <b>Technology Products</b> ;
<i>Costs Assessment</i>	arising out of, based upon or attributable to any failure by any <b>Insured</b> or other party acting for the <b>Insured</b> to make an accurate pre-assessment of the cost of <b>Technology Products</b> or performing <b>Professional Services</b> ;
<i>Employment/Discrimination</i>	arising out of, based upon or attributable to any: (i) actual or alleged employment related: practices, harassment or discrimination; or (ii) intentional or systemic harassment or discrimination;
<i>Funds Transfer</i>	arising out of, based upon or attributable to any deliberately misdirected or fraudulent transfer of funds, monies or securities;
<i>Government/Regulatory Actions</i>	arising out of, based upon or attributable to any government, regulatory, licensing or commission action or investigation; unless relating solely to the performance of or failure to perform <b>Professional Services</b> for such entities;
<i>Insolvency</i>	arising out of, based upon or attributable to the insolvency, administration or receivership of the <b>Insured</b> ;
<i>Infrastructure</i>	arising out of, based upon or attributable to: mechanical failure; electrical failure, including any electrical power interruption, surge, brown out or black out; or (iii) satellite systems failure;
<i>Internet Material</i>	arising out of, based upon or attributable to material which is published or posted on the <b>Insured's</b> own websites, bulletin boards or chat rooms where, prior to publishing or posting, the <b>Insured</b> has no knowledge of either the content or source of the material;
<i>Joint Ventures</i>	arising out of, based upon or attributable to work carried out by the <b>Insured</b> for and in the name of any association or joint venture of which an <b>Insured</b> forms part;
<i>Manufacturing Liability</i>	under the <b>Technology Products</b> Cover, arising out of, based upon or attributable to any design defect or manufacturing defect in any product;



## Exclusions (Continued)

<i>Misdeeds</i>	arising out of, based upon or attributable to any act which a judge, jury or other official tribunal or panel finds, or which an <b>Insured</b> admits, to be a criminal, dishonest or fraudulent act; and in such event, the <b>Insurer</b> shall be reimbursed for all <b>Loss</b> paid in connection with such <b>Claim</b> ; provided, however, that this exclusion shall not apply to the <b>Fraud/Dishonesty Cover</b> ;
<i>Patent/Trade Secret</i>	arising out of, based upon or attributable to the breach of licences concerning, infringement of or misappropriation of patents or <b>Trade Secrets</b> ;
<i>Pollution</i>	arising out of, based upon or attributable to: (i) the actual, alleged or threatened presence, discharge, dispersal, release, migration or escape of <b>pollutants</b> , or (ii) any direction, request or effort to: (a) test for, monitor, clean up, remove, contain, treat, detoxify or neutralise <b>Pollutants</b> , or (b) respond to or assess the effects of <b>Pollutants</b> ;
<i>Prior Claims/Circumstance</i>	(i) made prior to or pending at the inception of this policy; or (ii) arising out of, based upon or attributable to any circumstance that, as of the inception of this policy, may reasonably have been expected by any <b>Insured</b> to give rise to a <b>Claim</b> ;
<i>Public Key Infrastructure</i>	arising out of, based upon or attributable to where the <b>Insured</b> acted in the actual or effective capacity of a certificate authority, certificate repository, validation authority or registration authority; or arising out of the theft of any <b>Public Key Infrastructure</b> ;
<i>Trade Debts</i>	arising out of, based upon or attributable to any: (i) trading debt incurred by an <b>Insured</b> or (ii) guarantee given by an <b>Insured</b> for a debt;
<i>U.S.A./Canada</i>	made or pending within; or to enforce a judgment obtained in, the United States of America, Canada, or any of their territories or possessions; or
<i>War/Terrorism</i>	arising out of, based upon or attributable to any war (declared or otherwise), terrorism, warlike, military, terrorist or guerrilla activity, sabotage, force of arms, hostilities (declared or undeclared), rebellion, revolution, civil disorder, insurrection, usurped power, confiscation, nationalisation or destruction of or damage to property by or under the order of, any governmental, public or local authority or any other political or terrorist organisation.

## Claims

<i>Notification of Claims</i>	The <b>Insured</b> shall, as a condition precedent to the obligations of the <b>Insurer</b> under this policy, give written notice to the <b>Insurer</b> of any <b>Claim</b> first made against the <b>Insured</b> as soon as practicable, during the <b>Policy Period</b> and in any event within 30 days of any <b>Claim</b> made against any <b>Insured</b> or any circumstances occurring during the <b>Policy Period</b> which might reasonably be expected to give rise to a <b>Claim</b> . All notifications must be in writing or by facsimile, and addressed as required in the Claims Notice Item on the Schedule.
-------------------------------	--

## Claims (Continued)

### *Related Claims*

If notice of a **Claim** against an **Insured** is given to the **Insurer** pursuant to the terms and conditions of this policy, then: (i) any subsequent **Claim** alleging, arising out of, based upon or attributable to the facts alleged in that previously noticed **Claim**; and (ii) any subsequent **Claim** alleging any **Wrongful Act** which is the same as or related to any **Wrongful Act** alleged in that previously noticed **Claim**, shall be considered made against the **Insured** and reported to the **Insurer** at the time notice was first given. Any **Claim** or **Claims** arising out of, based upon or attributable to (i) the same cause, or (ii) a single **Wrongful Act**, or (iii) a series of continuous, repeated or related **Wrongful Acts**, shall be considered a single **Claim** for the purposes of this policy.

### *Circumstances*

During the **Policy Period**, an **Insured** may become aware of circumstances which may reasonably be expected to give rise to a **Claim**. In such event, an **Insured** may report the circumstances in writing to the **Insurer**. If in doing so, the **Insured** provides: (i) the reasons for anticipating the **Claim**, and (ii) full particulars as to dates, acts and persons involved; then any **Claim** which is subsequently made against an **Insured** and reported in writing to the **Insurer** alleging, arising out of, based upon or attributable to such circumstances, or alleging any **Wrongful Act** which is the same as or related to any **Wrongful Act** alleged or described in the previously notified circumstances, shall be considered first made against the **Insured** and reported to the **Insurer** at the time the facts or circumstances were first reported, if accepted by the **Insurer**.

### *Defence/Settlement*

The **Insurer** does not assume any duty to defend, and the **Insured** shall defend and contest any **Claim** made against them unless the **Insurer**, in its sole and absolute discretion, elects in writing to take over and conduct the defence and settlement of any **Claim**. If the **Insurer** does not so elect, it shall be entitled, but not required, to participate fully in such defence and the negotiation of any settlement that involves or appears reasonably likely to involve the **Insurer**. The **Insurer** has the right at any time after notification of a **Claim** to make a payment to the **Insured** of the unpaid balance of the **Limit of Liability**, and upon making such payment, all obligations of the **Insurer** to the **Insured** under this policy, including, if any, those relating to defence, shall cease.

### *Insurer's 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 the **Insurer**. Only those settlements, judgments and **Defence Costs** consented to by the **Insurer**, and judgments resulting from **Claims** defended in accordance with this policy, shall be recoverable as **Loss** under this policy. The **Insurer's** consent shall not be unreasonably withheld, provided that the **Insurer** shall be entitled to exercise all of its rights under the policy.

## Claims (Continued)

---

### *Insured's Consent*

The **Insurer** 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, the **Insurer's** liability for all **Loss** on account of such **Claim** shall not exceed the amount for which the **Insurer** could have settled such **Claim**, plus **Defence Costs** incurred as of the date such settlement was proposed in writing by the **Insurer**, less coinsurance (if any) and the applicable **Retention**.

### *Co-operation*

The **Insured** will at their own cost: (i) render all reasonable assistance to the **Insurer** and co-operate in the defence of any **Claim** and the assertion of indemnification and contribution rights; (ii) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any **Loss** under this policy; (iii) give such information and assistance to the **Insurer** as the **Insurer** may reasonably require to enable it to investigate any **Loss** or determine the **Insurer's** liability under this policy.

### *Allocation*

In the event that any **Claim** involves both covered matters and matters not covered under this policy, a fair and proper allocation of any cost of defence, damages, judgments and/or settlements shall be made between each **Insured** and the **Insurer** taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.

### *Fraudulent Claims*

If any **Insured** shall give any notice or claim cover for any **Loss** under this policy knowing such notice or claim to be false or fraudulent as regards amounts or otherwise, such **Loss** shall be excluded from cover under the policy, and the **Insurer** shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this policy in its entirety, and in such case, all cover for **Loss** under the policy shall be forfeited and all **Premium** deemed fully earned and non-refundable.

## Purchase and Administration

---

### *Policy Purchase*

In granting cover to the **Insured**, the **Insurer** has relied upon the material statements and particulars in the proposal together with its attachments and other information supplied. These statements, attachments and information are the basis of cover and shall be considered incorporated and constituting part of this policy. If the **Insurer** becomes entitled to avoid this policy from inception or from the time of any variation in cover, the **Insurer** may at its discretion maintain this policy in full force but exclude the consequences of and any **Claim** relating to any matter which ought to have been disclosed before inception or any variation in cover.

### *Administration*

The **Policyholder** has acted and shall act on behalf of each and every **Insured** with respect to: (1) negotiating terms and conditions of, binding and amending cover; (2) exercising rights of **Insureds**; (3) notices; (4) **Premiums**; (5) endorsements; (6) dispute resolution; and (7) payments to any **Insured**.

## Limit and Retention

---

### *Limit of Liability*

The total amount payable by the **Insurer** under this policy shall not exceed the **Limit of Liability**. Sublimits of Liability, Extensions and **Defence Costs** are part of that amount and are not payable in addition to the **Limit of Liability**. The **Limit of Liability** for the period provided in the Extended Reporting Period Extension is part of, and not in addition to, the **Limit of Liability** for the **Policy Period**. The inclusion of more than one **Insured** under this policy does not operate to increase the total amount payable by the **Insurer** under this policy. The Computer Records Extension Sublimit of Liability shall be part of and not in addition to the **Limit of Liability**.

### *Retention*

The **Insurer** shall only pay for the amount of any **Loss** which is in excess of the **Retention**. For the avoidance of doubt, the **Retention** also applies to **Defence Costs**. The **Retention** is to be borne by the **Insured** and shall remain uninsured. A single **Retention** shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act**. **Insurer** may, in its sole and absolute discretion, advance all or part of the **Retention**, and, in that event, such amounts shall be reimbursed to the **Insurer** by the **Insureds** forthwith.

### *Other Insurance/ Indemnification*

Unless otherwise required by law, Cover under this policy is provided only as excess over any self-insurance or other valid and applicable insurance, unless such other insurance is written only as specific excess insurance over the **Limit of Liability**. If such other insurance is provided by the **Insurer** or any member company or affiliate of American International Group, Inc. ("AIG"), then the maximum amount payable by AIG under all such policies shall not exceed the Limit of Liability of that policy referred to above which has the highest applicable Limit of Liability. Nothing contained herein shall be construed to increase the **Limit of Liability** of this policy. To the extent that another insurance policy imposes upon an insurer a duty to defend a **Claim**, **Defence Costs** arising out of such **Claim** shall not be covered under this policy.

<The balance of this page is intentionally blank.>

## General Provisions

---

**Assignment** This policy and any rights under or in respect of it cannot be assigned without the prior written consent of the **Insurer**.

### **Cancellation**

**By Policyholder:** This policy may be cancelled by the **Policyholder** at any time only by mailing written prior notice to the **Insurer**. In such case, if no **Claim** has been made and no circumstance has been notified prior to such cancellation; **Insurer** shall retain the customary short rate proportion (unexpired portion of **Premium** less handling charges) of the **Premium**. Otherwise, **Premium** shall not be returnable and shall be deemed fully earned at cancellation.

**By Insurer:** This policy may be cancelled by the **Insurer** delivering to the **Policyholder** by registered, certified, other first class mail or other reasonable delivery method, at the address of the **Policyholder** set forth in the Schedule, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. Proof of mailing or delivery of such notice shall be sufficient proof of notice and this policy shall be deemed cancelled as to all **Insureds** at the date and hour specified in such notice. In such case, the **Insurer** shall be entitled to a *pro-rata* proportion of the **Premium**. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

**Arbitration** Any and all disputes or differences which may arise under, out of, in connection with or in relation to this policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).

In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.

The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.

The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.

<b>Professional Liability</b>
<b>Outsourcing</b>

It is a condition precedent to any right of action or suit upon this policy that the award by such arbitrator or arbitrators shall be first obtained.

In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

*Insolvency*

Insolvency, receivership or bankruptcy of any **Insured** shall not relieve the **Insurer** of any of its obligations hereunder.

*Plurals, Headings and  
Titles*

The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this policy, words in **bold** typeface have special meaning and are defined. Words that are not specifically defined in this policy have the meaning normally attributed to them.

## ***General Provisions (Continued)***

---

<i>Scope and Governing Law</i>	Where legally permissible and subject to the U.S.A./Canada Exclusion, this policy shall apply to any <b>Claim</b> made against any <b>Insured</b> anywhere in the world. Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with the laws of India and in accordance with the English text as it appears in this policy.
<i>Subrogation</i>	If any payment is to be made under this policy in respect of a <b>Claim</b> , the <b>Insurer</b> shall be subrogated to all rights of recovery of the <b>Insured</b> whether or not payment has in fact been made and whether or not the <b>Insured</b> has been fully compensated for its actual loss. The <b>Insurer</b> shall be entitled to pursue and enforce such rights in the name of the <b>Insured</b> , who shall provide the <b>Insurer</b> with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. The <b>Insured</b> shall do nothing to prejudice these rights. Any amount recovered in excess of the <b>Insurer's</b> total payment shall be restored to the <b>Insured</b> less the cost to the <b>Insurer</b> of such recovery. The <b>Insurer</b> agrees not to exercise any such rights of recovery against any <b>Employee</b> unless the <b>Claim</b> is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the <b>Employee</b> . In its sole discretion, the <b>Insurer</b> may, in writing, waive any of its rights set forth in this Subrogation Clause.
<i>Validity</i>	This policy is not binding upon the <b>Insurer</b> unless it is countersigned on the Schedule by an authorised representative of the <b>Insurer</b> .

## Customer Grievance Redressal Procedure

The Company is committed to extend the best possible services to its customers. However, if **you** are not satisfied with **our** services and wish to lodge a complaint, please feel free to call **our** 24X7 Toll free number 1800-266-7780/022-66939500 (toll free) or **you** may email to the customer service desk at [customersupport@tataaig.com](mailto:customersupport@tataaig.com).

### Nodal Officer

Please visit **our** website at [www.tataaiginsurance.in](http://www.tataaiginsurance.in) to know the contact details of the nodal officer for **your** servicing branch.

After investigating the grievance internally and subsequent closure, we will send **Our** response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, **we** will inform **you** of the same through an interim reply.

### Escalation Level 1

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to [manager.customersupport@tataaig.com](mailto:manager.customersupport@tataaig.com). After investigating the matter internally and subsequent closure, **we** will send our response within a period of 8 days from the date of receipt at this email id.

### Escalation Level 2

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to the Head - Customer Services at [head.customerservices@tataaig.com](mailto:head.customerservices@tataaig.com). After examining the matter, **we** will send **you** our final response within a period of 7 days from the date of receipt of **your** complaint on this email id.

Within 30 days of lodging a complaint with **us**, if **you** do not get a satisfactory response from **us** and **you** wish to pursue other avenues for redressal of grievances, **you** may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union Territory, District
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email:	Orissa



**Professional Liability  
Outsourcing**

	bimalokpal.bhubaneswar@cioins.co.in	
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2- 46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands

**Professional Liability  
Outsourcing**

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@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

This **Policy** is subject to IRDAI (Protection of **Policyholder's** Interests) Regulation, 2017.

**Disclaimer: INSURANCE ACT 1938 Section 41 Prohibition of Rebates**

1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the Insurer.

2. ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHED WITH A FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

“Insurance is the subject matter of the solicitation”. For more details on benefits, exclusions, limitations, terms & conditions, please refer sales brochure/ Policy wordings carefully, before concluding a sale.

“Commencement of risk cover under the Policy is subject to receipt of payable premium by Tata AIG General Insurance Company Limited”.