



RAHEJA QBE GENERAL INSURANCE CO.

MULTI MEDIA PROFESSIONAL INDEMNITY INSURANCE POLICY

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A. THE COVER

Preamble

In consideration of payment of the **Premium**, Raheja QBE General Insurance Company Ltd (herein referred to as "**RQBE**"), will provide indemnity subject to the Limit of Indemnity in accordance with, and subject to, the terms, exclusions and conditions of this **Policy**.

SECTION I. INSURING CLAUSES

1.1. Legal Liability

RQBE agrees to pay on behalf of the **Insured**, sums which the Insured shall become legally liable to pay as **Damages** to a third party as a result of a **Claim** first made against the **Insured** during the **Period of Insurance** and which is notified to **RQBE** during the **Period of Insurance**, for a **Wrongful Act** committed or alleged to have been committed on the part of the **Insured** in the conduct of the **Professional Business Practice** stated in the **Schedule**.

1.2. Defence Costs and Expenses

RQBE agrees to pay on behalf of the **Insured**, **Defence Costs and Expenses** as a result of a **Claim** first made against the **Insured** during the **Period of Insurance** and notified to **RQBE** by the **Insured**, for a **Wrongful Act** committed or alleged to have been committed on the part of the **Insured** in the conduct of the **Professional Business Practice**. PROVIDED ALWAYS THAT such **Defence Costs and Expenses** are part of, and not in addition to, the aggregate **Limit of Indemnity** mentioned in the **Schedule**.

1.3. Retroactive Date

1.3.1. "Unlimited Retroactive Cover" - unless a Retroactive Date is specified in the **Schedule**, this **Policy** shall provide cover in respect of a **Wrongful Act** committed (or alleged to have been committed) irrespective of when such **Wrongful Act** was committed (or was alleged to have been committed).

1.3.2. "Limited Retroactive Cover" - where a Retroactive Date is specified in the **Schedule**, then this **Policy** shall only provide cover in respect of any act of **Wrongful Act** committed or alleged to have been committed wholly and in every respect on or after the Retroactive Date.

SECTION II. OPTIONAL EXTENSION

RQBE agrees to provide cover as may be available under this section, PROVIDED ALWAYS THAT the Extension is subject to the **Schedule**, Insuring Clauses, Conditions, Definitions, Exclusions, **Deductible** and other terms of this **Policy** (unless otherwise stated herein);

- a) if the Extension is not specified in the **Schedule**, then this **Policy** shall not provide any indemnity in relation to coverage specified under such Extension;
- b) the granting of the Extension is at the sole and absolute discretion of **RQBE** who additionally reserves the right to charge any additional premium as it may require.

2.1 Increased Aggregate Limit of Indemnity

RQBE agrees to increase the **Limit of Indemnity** under this **Policy** by an amount equal to the **Limit of Indemnity** PROVIDED ALWAYS THAT **RQBE**'s total liability under this **Policy** shall not exceed:

- a) in respect of any one **Claim**, the **Limit of Indemnity** as specified in the **Schedule**; and
- b) in respect of all **Claims**, an amount equal to twice such **Limit of Indemnity**.



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B. Exclusions

RQBE shall not be liable under this **Policy** in respect of any **Claim** against the **Insured**:

1. Prior or Pending

- a) made, threatened or intimated against the **Insured** prior to the **Period of Insurance**;
- b) arising out of any related or continuing acts, errors or omissions where the first such act, error or omission was committed prior to the Retroactive Date;
- c) directly or indirectly based upon, attributable to, or in consequence of any fact or circumstance:
 - (i) of which written notice has been given, or ought reasonably to have been given, under any previous **Policy**; or
 - (ii) of which the **Insured** first became aware prior to the **Period of Insurance**, and which the **Insured** knew or ought reasonably to have known had the potential to give rise to a **Claim** under this **Policy**.

2. Absolute Asbestos

directly or indirectly arising out of, in consequence of, or contributed to by asbestos, asbestos fibres or derivatives of asbestos.

3. Assumed Duty or Obligation

directly or indirectly based upon, attributable to, or in consequence of any duty or obligation assumed by the **Insured** (i) under an agreement or otherwise except to the extent that such duty or obligation would have existed in any event; or (ii) which is not assumed in the normal conduct of the **Insured's Professional Business Practice** or (iii) which the **Insured** assumes solely as a result of acting as a director of any company or trustee of any trust.

4. Bodily Injury / Property Damage

directly or indirectly based upon, attributable to, or in consequence of:

- a) bodily injury, sickness, disease or death of any person, however this Exclusion shall not apply to mental injury, mental anguish, nervous shock or emotional distress not associated with bodily injury;
- b) loss of, damage to, or destruction of, any tangible property, including loss of use or value thereof or any consequential loss.

5. Computer

any unauthorized access to, alteration of, or damage to any computer, computer program, computer network or computer database, including the infection of any of the foregoing with a computer virus

6. Delay & Disruption

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

7. Fines and Penalties

for fines or penalties imposed by law, including but not limited to, civil penalties.

8. Fraud and Dishonesty



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directly or indirectly based upon, attributable to, or in consequence of:

- a) any actual or alleged dishonest, fraudulent, criminal, or malicious act or omission of any **Insured**; or
- b) any act or omission of any **Insured** committed or alleged to have been committed with a reckless disregard for the consequences thereof; or
- c) wilful breach of any statute, contract or duty by any **Insured**.

9. Loss of License

directly or indirectly based upon, attributable to, or in consequence of any publication or broadcast made subsequent to the loss, suspension or cancellation of the **Insured's** license.

10. Nuclear

directly or indirectly based upon, attributable to, or in consequence of ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel.

11. Obligations to Employees

directly or indirectly based upon, attributable to, or in consequence of bodily injury, mental injury, sickness, disease or death of any **Employee** of the **Insured** or damage to or destruction of any property of any **Employee**, including loss of use, arising out of, or in the course of, their employment;

12. Prohibited Matter

directly or indirectly based upon, attributable to, or in consequence of knowingly, intentionally, consciously or deliberately publishing or broadcasting any matter prohibited by or in violation of any statute, rule or regulation under the jurisdiction of India.

13. Punitive and Exemplary Damages

for punitive, aggravated, multiple or exemplary damages.

14. Related or Associated Entities

brought or maintained by or on behalf of:

- a) any **Insured**, Parent or any **Subsidiary** of the **Insured**; or
- b) any person who, at the time of the **Wrongful Act** giving rise to the **Claim**, is a "Family Member" unless such person is acting without any direct or indirect solicitation or co-operation of any **Insured**. A **Claim** brought or maintained by or on behalf of a Family Member shall be deemed to be with the direct or indirect solicitation or co-operation of any **Insured** unless and until there is a finding to the contrary by a Court or Arbitral Tribunal.

For the purpose of this Exclusion, "Family Member" means:

- (i) any spouse, domestic partner, or companion;
- (ii) any parent, or parent of the spouse, domestic partner or companion;
- (iii) any sibling or child;

of the **Insured** who permanently resides with the **Insured**.

15. Terrorism

directly or indirectly based upon, attributable to, or in consequence of any **Loss**, damage, death, injury, illness,



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cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any:

- a) act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss**.
- b) action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

16. Trading Debts

directly or indirectly based upon, attributable to, or in consequence of any trading debt incurred by the **Insured** or any guarantee given by the **Insured** for a debt.

17. War

directly or indirectly based upon, attributable to, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or expropriation, including lawful seizure, resumption, confiscation, nationalization, requisition of or damage to property by or under the order of any government or public or local authority.



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C. CLAIMS CONDITIONS AND NOTICE PROVISIONS

1. When to Notify a Claim

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

2. When to Notify a Circumstance

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

4. Who to Notify

Written notice of any **Claim** or circumstances which might reasonably be expected to give rise to a **Claim** shall be delivered to:

Claims Manager
Raheja QBE General Insurance Company Ltd,
Windsor House, 5th Floor, CST Road, Kalina,
Santacruz East - 400 098

5. Agreement

The **Insured** agrees that this **Policy**, including any endorsements and the **Proposal** for insurance attached to and forming part of this **Policy**, and including any materials submitted in connection with such **Proposal**, are a part of this **Policy**, as if physically attached, and constitute the entire agreement existing between the **Insured** and **RQBE** relating to this insurance.

6. Claims Mitigation and Co-operation

- a) The **Insured**, as a condition precedent to the **Insured's** right to be indemnified under this **Policy**, shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss or liability hereunder.
- b) The **Insured**, as a condition precedent to the **Insured's** right to be indemnified under this **Policy**, shall frankly and honestly disclose to **RQBE** all relevant information along with the **Claim** notification and thereafter, and in addition the **Insured** shall provide assistance to **RQBE**, as it may require to enable it to investigate and to defend any **Claim** under this **Policy** and/or to enable **RQBE** to determine its liability under this **Policy**.
- c) Compliance with this Condition shall be at the **Insured's** own cost.

7. Defence and Settlement

- a) It is a condition precedent to RQBE's liability that the **Insured** shall not settle any **Claim**, incur any **Defence Costs and Expenses**, make any admission, offer any payment or otherwise assume any



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obligation with respect to any **Claim** without **RQBE's** prior written consent. **RQBE** shall not be liable for any settlement, **Defence Costs and Expenses**, admission, offer or payment, or assumed obligation to which it has not consented

- b) **RQBE** shall be entitled at any time to conduct, in the name of and with the co-operation of the **Insured**, the investigation, defence or settlement of any **Claim**. Any amount so incurred by or on behalf of **RQBE** in such conduct shall form part of the **Defence Cost and Expenses**.==ok
- c) **RQBE** may, if it believes that any **Claim** will not exceed the **Deductible**, instruct the **Insured** to conduct the defence of the **Claim**. In such a situation, **RQBE** will reimburse the **Insured** for all reasonable **Defence Costs and Expenses** in the defence of the **Claim** in the event that any payment made to dispose of the **Claim** exceeds the **Deductible**. Nothing herein shall subsequently prevent **RQBE** from assuming conduct as provided for in 7.b) for any reason.

8. False & Fraudulent Claims

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

9. Insured's Right to Contest

In the event that **RQBE** recommends a settlement in respect of any **Claim** and the **Insured** does not agree that such **Claim** should be settled, then the **Insured** may elect to contest such **Claim**. PROVIDED ALWAYS THAT **RQBE's** liability in connection with such **Claim** shall not exceed the amount for which the **Claim** could have been so settled plus **Defence Costs and Expenses** incurred with **RQBE's** written consent up to the date of such election.

10. Legal Counsel Clause

RQBE shall not require the **Insured** to contest any **Claim** unless a Senior Counsel or equivalent shall advise that such **Claim** should be contested having full consideration as to:

- a) the financial implications, damages and costs likely to be recovered by the claimant; and
- b) the likely **Defence Costs and Expenses**; and
- c) the prospects of the **Insured** successfully defending the **Claim**.

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

11. Representations

The **Insured** represents that the particulars and statements contained in the **Proposal** for insurance and all materials submitted in connection therewith are true, accurate and complete in all respects, and agrees that this **Policy** is issued in reliance on the truth, accuracy and completeness of these representations, and that such particulars and statements, which are deemed to be incorporated into and constitute a part of this **Policy**, are the basis of this **Policy** and are material to **RQBE's**



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acceptance of this risk.

No knowledge or information possessed by any **Insured** will be imputed to any other **Insured** except for material facts or information known to the person or persons who signed the **Proposal** form and all other supporting material relating to it. In the event that any of the particulars or statements in the **Proposal** are untrue, this **Policy** will be void with respect to any **Insured** who knew of such untruth or to whom such knowledge is imputed.

12. Subrogation

The **Insured** shall do whatever is necessary to preserve or enable **RQBE** to enforce any legal rights or remedies or obtain relief or indemnity from other parties to which **RQBE** is or may become entitled or subrogated, even if such acts and things need to be done before **RQBE** has made any payment.



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D. General Conditions

1. Alteration to Risk

The **Insured** shall give to **RQBE** written notice immediately and in any event within 30 days of any material alteration to the risk during the **Period of Insurance** including:

- 1.3.2.1. the **Insured** going into voluntary bankruptcy, receivership, or liquidation or the **Insured** failing to pay debts or breaching any other obligation giving rise to the appointment of a receiver or bankruptcy or winding up proceedings;
- 1.3.2.2. the loss, suspension or cancellation of the Insured's license;
- 1.3.2.3. any material change in the nature of the professional services offered by the Insured.

Insurance under this **Policy** shall cease from the date of any material alteration to the risk during the **Period of Insurance** until the Insured obtains the agreement of **RQBE** to the material alteration signified by endorsement upon this **Policy** by **RQBE** which agreement shall be in **RQBE's** sole and absolute discretion and shall be subject to any amendment to the terms, conditions or exclusions of this **Policy** and any additional premium that **RQBE** may seek.

2. Assignment of Interest

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

3. Cancellation

- a) The **Insured** may cancel this **Policy** at any time by notifying **RQBE** in writing and **RQBE** will provide a refund of **Premium** for the unexpired **Period of Insurance** with the short-period rate but if claims or circumstances 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.
- b) **RQBE** may cancel this **Policy** by giving thirty (30) days notice in writing to the **Insured** at the **Insured's** last known address and **RQBE** will provide a pro-rata refund of **Premium** for the unexpired **Period of Insurance** but if claims or circumstances 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.

4. Deductible

- c) In respect of each **Claim** made against the **Insured** the amount of the **Deductible** shall be borne by the **Insured** at their own risk and **RQBE** shall only be liable to indemnify the **Insured** for that part of any **Claim** which is in excess of the **Deductible**.
- d) Where **RQBE** has elected to pay all or part of the **Deductible** in respect of any **Claim**, the **Insured** shall, within seven (7) days from the date of such payment, reimburse **RQBE** for such payment.
- e) In respect of any **Claim** where the amount of the **Claim** is less than the amount of the **Deductible**, the **Insured** shall bear all **Defence Costs and Expenses** associated therewith unless **RQBE** shall have agreed to meet such **Defence Costs and Expenses** pursuant to



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Insuring Clause 1.2.

- f) Where the **Deductible** is expressed in the **Schedule** to be inclusive of **Defence Costs and Expenses** then the **Insured** will pay all **Defence Costs and Expenses**, up to the amount of the **Deductible**, incurred by **RQBE** pursuant to the engagement of advisers considered necessary by **RQBE** to determine the liability of the **Insured** and to resolve or defend the **Claim**.
- g) Any costs and expenses incurred by **RQBE** to determine whether **RQBE** has a liability to indemnify the **Insured** under this **Policy** shall not be subject to the **Deductible** but shall be borne by **RQBE**.
- h) If any **Claim** against the **Insured** involves more than one **Wrongful Act**, the **Deductible** shall apply to each such **Wrongful Act** separately.

5. Jurisdictional Cover

The coverage provided under this **Policy** shall extend to any **Claim** brought in a court of law within the Territorial Cover at 10. below. PROVIDED ALWAYS THAT such **Claim** does not arise out of the enforcement or attempted enforcement of any judgment, order or award obtained within, or determined pursuant to the laws of the United States of America or the Dominion of Canada.

6. Limit of Indemnity

- d) **RQBE's** total liability under this **Policy** for any one **Claim** and in the aggregate in respect of all **Claims** shall not exceed the **Limit of Indemnity** specified in the **Schedule**, such amount being inclusive of all **Defence Costs and Expenses** incurred in the investigation, defence or settlement of any **Claim**.
- e) Where **RQBE** has agreed to provide an Increased Aggregate Limit of Indemnity in accordance with Optional Extension 2.1, then **RQBE's** total liability under this **Policy** in respect of all **Claims** shall not exceed the aggregate **Limit of Indemnity** specified in the **Schedule**.

7. Multiple Claims

All causally connected or interrelated **Wrongful Acts** shall jointly constitute a single **Wrongful Act** under this **Policy** and shall be deemed to have occurred on the date of the first **Wrongful Act**.

Where a single **Wrongful Act** gives rise to more than one **Claim**, all such **Claims** shall jointly constitute one **Claim** under this **Policy**, and only one **Deductible** shall be applicable in respect of such **Claim**.

8. Other Insurance

If at the time a **Claim** arises under this **Policy** the **Insured** is or would but for the existence of this **Policy** be entitled to indemnity under any other **Policy**, **RQBE** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other **Policy** or policies had this **Policy** not been effected.

9. Policy Construction

The construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with Indian law.



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

Under this **Policy**, the masculine includes the feminine and the singular includes the plural and vice versa.

10. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties hereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996.

It is clearly agreed and understood that no dispute or difference shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained and that the Indian Courts shall have sole and exclusive jurisdiction over any such action or suit.

11. Territorial Cover

The coverage provided under this **Policy** shall extend to legal liability arising out of **Wrongful Acts** committed anywhere in the world except where such **Wrongful Acts** occur within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates

12. Waiver or Amendment

The terms of this **Policy** shall not be waived or changed except by endorsement issued by **RQBE** or intended to be issued by **RQBE** to form part of this **Policy**.

E. Definitions

The following words shall have the same meaning throughout this **Policy**, whether expressed in the singular or in the plural.

1. Claim



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"**Claim**" shall mean:

- a) the receipt by the **Insured** of any written or verbal notice of fault and/or demand for compensation (quantified or not) made by a third party against the **Insured**; or
- b) any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the **Insured**; or
- c) any written demand for the retraction of matter published, disseminated or released by an **Insured**

PROVIDED ALWAYS THAT such **Claim** is:

- d) first made against the **Insured** during the Period of Insurance; and
- e) notified in writing to **RQBE** as required by this **Policy**; and
- f) alleging a **Wrongful Act** that occurred subsequent to any specified Retroactive Date.

2. **Deductible**

"**Deductible**" shall mean the amount of the **Deductible** as specified in the **Schedule**.

3. **Defence Costs and Expenses**

"**Defence Costs and Expenses**" shall mean all reasonable expenses necessarily incurred (in excess of the **Deductible**) by or on behalf of the **Insured** with **RQBE's** prior written consent or by **RQBE** in the investigation, settlement, appeal or defense of a **Claim** and shall include legal costs and disbursements.

PROVIDED ALWAYS THAT **Defence Costs and Expenses** do not include any remuneration, salaries, wages, tips, expenses, overhead, or benefits expenses of any **Insured** or claim advisors retained by the **Insured**.

4. **Damages**

Any amount that an **Insured** shall become legally liable to pay to a third party in respect of judgments or awards rendered against an **Insured** or a settlement to which **RQBE's** prior written consent was obtained. "Damages" shall not mean or include the return or offset of, or damages measured by fees, charges, or commissions for services already provided or contracted to be provided; any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**.

5. **Employee**

"**Employee**" shall mean any person employed under a contract of service or apprenticeship during or prior to commencement of the **Period of Insurance**.

6. **Insured**

"**Insured**" shall mean:

- a) any person, persons, partnership, company, corporation, **Subsidiary** or any other entity specified as the **Insured** in the **Schedule** including their predecessors in business; and
- b) any person who is, during the **Period of Insurance**, a principal, partner, director or **Employee** of any **Insured**.



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PROVIDED ALWAYS THAT should any principal, director or **Employee** of the **Insured** resign or retire or have his employment terminated, he shall cease to be an **Insured** from the date of such resignation, retirement or termination.

- c) any agent or independent contractor of the **Insured**, including but not limited to stringers, freelancers and photographers, but only with respect to **Claims** arising out of professional service undertaken for or at the direction of the **Insured**, and only if and to the extent that **RQBE**, after evaluating the merits of the **Claim**, has agreed in writing to include such agent or independent contractor as an **Insured** under this **Policy**.

7. Limit of Indemnity

"**Limit of Indemnity**" shall mean the limit of indemnity under this **Policy** as specified in the **Schedule**.

8. Period of Insurance

"**Period of Insurance**" shall mean the period specified in the **Schedule**.

9. Policy

"**Policy**" shall mean:

- b) the **Schedule**, Insuring Clauses, Extensions, Exclusions, Conditions, Definitions and other terms contained herein; and
- c) any endorsement attaching to and forming part of this **Policy** either at inception or during the **Period of Insurance**; and
- d) the **Proposal** .

10. Premium

"**Premium**" shall mean the **Premium** specified in the **Schedule** or in any endorsement to the **Schedule**.

11. Professional Business Practice

"**Professional Business Practice**" shall mean the business conducted by the **Insured**, as specified in the **Schedule**, whereby the **Insured** pursues his profession and which is conducted under the name specified as the **Insured** in the **Schedule**.

If the practice should change its name and there is no other change which materially alters the risk, the business will continue to be deemed to be the "**Professional Business Practice**".

12. Proposal

"**Proposal**" shall mean the written proposal made by the **Insured** to **RQBE** containing particulars and statements which, together with other information provided by the **Insured**, are the basis of this **Policy** and are considered as incorporated herein.

13. RQBE

"**RQBE**" shall mean Raheja QBE General Insurance Company Limited.

14. Schedule

"**Schedule**" shall mean the **Schedule** attached to this **Policy**.

15. Subsidiary

"**Subsidiary**" shall mean:

- a) any entity which by virtue of any applicable legislation or law is deemed to be a subsidiary of the



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Insured specified in the **Schedule**; or

- b) any entity over which the **Insured** specified in the **Schedule** is in a position to exercise effective direction or control through ownership or control of more than fifty percent (50%) of the issued voting shares of such entity.

16. Terrorism

"Terrorism" shall mean any act, including but not limited to the use of force or violence and/or threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

17. Wrongful Act

"Wrongful Act" shall mean, in the conduct of the **Professional Business Practice**, any actual or alleged act of:

- a) libel or slander by reason of words written, spoken, audible or visual materials published or broadcast or any other defamation (whether of person or products) by the **Insured** in the conduct of the **Professional Business Practice** and Exclusion 7(a) shall not apply to any such **Claim** solely by virtue of the fact that the **Claim** is either made in the criminal rather than the civil courts or that it alleges a criminal breach of law;
- b) unintentional infringement or misappropriation of copyright, trade mark, service mark, registered designs or design right, trade secret, know-how, patents, or any unintentional plagiarism;
- c) intrusion upon, interference with or infringement of the right to publicity, the right to privacy, family life, a person's home or correspondence including the torts of intrusion upon seclusion, false light and misappropriation of name or likeness and including breach of data protection legislation;
- d) harassment, trespass, false arrest, wrongful detention or imprisonment, wrongful entry or eviction, eavesdropping or invasion of private occupancy; or
- e) negligent advice, misprint or erroneous matter or material contained in any of the **Insured's** publications.