

## **Errors & Omissions Insurance (Construction Related Services)**

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 Videocon** agrees as follows:

### **1. Insuring Clauses**

#### **1.1 Professional Liability**

**Liberty Videocon** 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 performance of **Professional Services**.

#### **1.2 Advancement of Defence Costs**

**Liberty Videocon** will pay for **Defence Costs** in respect of a **Claim** covered under Insuring Clause 1.1 or under any applicable extension. **Liberty Videocon** 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 Videocon** 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 Videocon** further agrees to extend cover provided under the **Policy** as follows:

## 2.1 Breach of Confidentiality

**Liberty Videocon** 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 **Professional Services**.

## 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 Videocon** of such facts prior to the commencement of the **Policy Period**, then Exclusion 3.13(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 non-disclosure by the **Insured**;
- (b) the **Insured** first became aware of such facts after the **Continuity Date**; and
- (c) **Liberty Videocon** 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

**Liberty Videocon** 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 performance of **Professional Services**. No cover is provided under this extension for any **Claim** resulting 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 Videocon** provided it results from **Professional Services** provided 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 Videocon** may offer this extended policy period on such terms and conditions and for such additional premium as **Liberty Videocon** 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 Videocon**.

## 2.5 Inquiry Costs

**Liberty Videocon** 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 Videocon** 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 Videocon** during the **Policy Period**.

The **Insured** shall repay to **Liberty Videocon** 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 Videocon** under this extension is the applicable **Sub-Limit of Liability**.

## 2.6 Interference with Privacy

**Liberty Videocon** 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 **Professional Services**.

## 2.7 Loss of Documents

**Liberty Videocon** will pay on behalf of the **Insured** the costs the **Insured** incurs with the prior written consent of **Liberty Videocon** 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 Videocon** during the **Policy Period**.

**Liberty Videocon** 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 Videocon** 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;
- (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 Videocon** 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 Videocon** by the **Named Insured** of full details of the new subsidiary, **Liberty Videocon** 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 Videocon** provided it results from **Professional Services** provided prior to end of the **Policy Period**.

## **2.10 Spouses, Estates & Representatives**

**Liberty Videocon** 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.

## **2.10 Vicarious Liability**

**Liberty Videocon** 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 performance of **Professional Services** by such **Agent** for and on behalf of the **Insured** whilst acting as the **Agent of the Insured**.

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

## **3. Exclusions**

**Liberty Videocon** 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 Aircraft & Watercraft**

the operation, ownership, maintenance or use of aircraft or watercraft.

### **3.2 Asbestos**

asbestos, asbestos fibres or derivatives of asbestos.

### 3.3 Consequential Loss

**Liberty Videocon** will not pay for any consequential losses whether or not such losses flow from personal injury or property damage.

### 3.4 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) the insolvency, receivership, administration, bankruptcy or liquidation of the **Insured** or any party involved in the construction;
- (c) the failure to provide, effect, or maintain any bond, surety or insurance.
- (d) any trading debt incurred by the **Insured**;
- (e) the refund of professional fees; or
- (f) any guarantee given by the **Insured** for a debt.

### 3.5 Employer's Liability

death, bodily or mental injury, sickness or disease, emotional distress or mental anguish of any actual or deemed employee of the **Insured**.

### 3.6 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.

### 3.7 Intellectual Property Rights

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

### 3.8 Licensing Inquiries

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

### 3.9 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.

### **3.10 Owners & Occupiers Liability**

the ownership, management, control or occupation of real property by the **Insured**.

### **3.11 Penalties & Punitive Damages**

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

### **3.12 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**.

### **3.13 Prior Matters**

- (a) any written demand or legal proceedings for compensation or **Professional Inquiry** made, threatened, intimated against or involving the **Insured** prior to the commencement of the **Policy Period** that might give rise to a claim under the **Policy**;
- (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**;

### **3.14 Product Defects & Recall**

- (a) any defect or alleged defect in any product or good manufactured, supplied, sold, installed, assembled, repaired, erected or maintained by the **Insured**; or
- (b) any cost or expense incurred in withdrawing any product or good from sale or recalling any product or good.

### **3.15 Related Parties**

any **Claim** made by or on behalf of:

- (a) one or more **Insured**;

- (b) a child, sibling, spouse or partner 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**.

### **3.16 Retroactive Limitation**

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

### **3.17 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 Videocon** 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 Videocon** 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 Videocon** at the time those facts were reported to **Liberty Videocon**.

If the **Insured** reports a **Claim** or **Inquiry**, or facts that might give rise to a **Claim** or **Inquiry**, to **Liberty Videocon** then the **Insured** must give **Liberty Videocon** 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 Videocon** at the time of making a claim under the **Policy**, and provide **Liberty Videocon** with details of the other insurance.

#### **4.2 Defence & Settlement**

**Liberty Videocon** 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 Videocon**; and
- (d) give **Liberty Videocon** all the information and assistance that **Liberty Videocon** 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 Videocon** 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 Videocon** 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 Videocon** 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 Videocon**. Only those settlements, judgments and **Defence Costs** consented to by **Liberty Videocon**, and judgments resulting from **Claims** defended in accordance with this policy, shall be recoverable as **Loss** under this policy. **Liberty Videocon's** consent shall not be unreasonably withheld, provided that **Liberty Videocon** shall be entitled to exercise all of its rights under the policy.

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

#### 4.6 Subrogation

If **Liberty Videocon** grants indemnity under the **Policy**, then **Liberty Videocon** 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 Videocon** (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 Videocon** in excess of **Liberty Videocon's** total payment to the **Insured** (including **Defence Costs**) shall be restored to the **Insured** less the cost to **Liberty Videocon** 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 Videocon** in writing of that change. In that event, **Liberty Videocon** 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 Videocon** 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**.

### 5.4 Excess

**Liberty Videocon** 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 Videocon** apply to the same loss or any other amounts insured under the **Policy**, then the maximum amount payable by **Liberty Videocon** 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 Videocon'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](http://oanda.com) or, if it has ceased to be current, a currency conversion website selected by **Liberty Videocon** on the date, or if not published on that date then immediately thereafter, the final judgment is reached or the settlement is agreed upon.

#### **5.80 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.

#### **5.9 Arbitration Clause**

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.

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.

### 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.

**5.11** The **Insured** may cancel this Policy at any time by giving notice in writing to **Liberty Videocon**, in which case **Liberty Videocon** 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.

Liberty Videocon may cancel this Policy by giving thirty (30) days notice in writing to the Insured at the Insured's last known address and Liberty Videocon 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 Videocon 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.

## 6. Definitions

In the **Policy**:

**6.1 Agent** means a natural person, company or other entity who has or had a written contract with a **Named Insured** under which the **Named Insured** engages the natural person or company or other entity to act for or on behalf of the **Named Insured** in the performance of **Professional Services**.

**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**, and reported to **Liberty Videocon** during the **Policy Period**, 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**, or by the **Insured** but only with **Liberty'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
- (b) the costs of obtaining **Senior Counsel's** advice or determination under the **Policy**.

**Defence Costs** does not include salaries, wages, allowances, fees, commissions, awards, bonuses, travel or accommodation expenses.

**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 Insured** means each of the following:

- (a) the **Named Insured** or any **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** performed 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**; and
- (c) in the event of the death or incapacity of any person described in paragraph (b), the estate, heirs, legal representatives or assigns of any such person.

**6.7 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.

**6.8 Liberty Videocon** means Liberty Videocon General Insurance Company Ltd.

**6.9 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 Videocon** and consented to by the **Insured**;
- (c) settlements negotiated by the **Insured** but only with the prior written consent of **Liberty**.

**Loss** does not include any:

- (i) amounts uninsurable at law;



(ii) 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;

(iii) fines or penalties;

(iv) exemplary, aggravated, multiple or punitive damages;

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

**6.10 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.

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

**6.12 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.

**6.13 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.

**6.14 Premium** means the amount payable by the **Named Insured** for the **Policy** including any applicable charges advised by **Liberty**.

**6.15 Professional Inquiry** means any administrative or regulatory proceeding, official investigation, inquiry or hearing into the performance 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**.

**6.16 Proposal** means the proposal form and any other information submitted by the **Insured** in applying for this insurance.

**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 Schedule** means the schedule attached to the **Policy** and signed by an Authorised Representative of **Liberty Videocon**.



**6.19 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.

INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION