

INSURANCE BROKERS PROFESSIONAL INDEMINITY INSURANCE **POLICY WORDING**

Preamble

FUTURE GENERALI INDIA INSURANCE COMPANY LTD (herein called the "Company") and the Assured (as named in the Policy Schedule) agree that:

The Company will indemnify or otherwise compensate the assured, in accordance with, and subject to the terms and conditions of this Policy, and in consideration of the payment of premium to the Company for the Period of Insurance as set out in the schedule (refer to herein below) with all its parts. The proposal made to the Company, by or on behalf of the assured whether in writing shall be the basis of the contract. Provided that this Policy shall be invalid unless it has been signed by an authorized official of the Company.

Claims Made form

1. Insuring Clause

To Indemnify the Assured up to but not exceeding the Sum Insured and subject to the Excess for all sums which the Assured shall become legally liable to pay in settlement of any claim or claims first made against the Assured during the Period of Insurance for breach of professional duty arising out of the Assured's or any Appointed Representative's Activities.

This insurance shall also indemnify the Assured in respect of the following but only up to and not exceeding the Sum Insured and subject to the Excess stated in the schedule:

a) Loss of Documents

Any claim or claims first made against the Assured during the Period of Insurance for Documents being lost damaged or destroyed whilst in the possession of or the responsibility of the Assured in the course of the Assured's Activities.

b) Libel and Slander

Any claim or claims first made against the Assured during the period of Insurance for libel, Slander, defamation and injurious or malicious falsehood committed by the Assured or any Appointed Representative in the course of the Assured's or any Appointed Representative's Activities.

c) Dishonesty

Any claim or claims first made against the Assured during the Period of Insurance in consequence of fraud or dishonesty of any Employee or any Appointed Representative.

d) Breach of Confidentiality/Infringement of Copyright

Any claim or claims first made against the Assured during the Period of Insurance by reason of any inadvertent disclosure of confidential information, or any inadvertent infringement of any patent or copyright, or the inadvertent unauthorized use of inadvertent infringement of the systems or designs of others.

e) Vicarious Liability

Any claim or claims first made against the Assured during the Period of Insurance for breach of professional duty arising out of the Assured's activities carried out by any other entity or party, or any person at any time employed by such entity or party, whilst acting for or on behalf of the Assured or with whom the Assured are or have been acting jointly. Provided always that no indemnity shall be afforded by this insurance to such other entity or party, or any person at any time employed by such entity or party.

2. Costs and Expenses

It is further agreed that the Company will indemnify the Assured in respect of legal cost and expenses incurred by the Assured or any Appointed Representative with the written consent of the company in the defence or settlement of any claim or claims to which this insurance applies provided that the company's total liability in respect of such claim or claims, including such cost and expenses, shall not exceed the Sum Insured. For the avoidance of doubt such costs and Expenses do not include the overheads of the Assured or the Appointed Representative, including but not limited to salaries, wages or benefits of any of its Employees, in-house lawyers or any other in-house professional advisers.

3. Financial Ombudsman Service Awards

- a) It is further noted and agreed that the Company will indemnify the Assured, subject to the Excess, in respect of any binding awards or compensation imposed upon the Assured by the Financial Ombudsman Service not exceeding INR 5,000,000 any one claimant plus defence costs incurred with the Company's consent, providing such award arises from a claim or circumstance which may give rise to a loss or claim which is notified to the Company during the Period of Insurance, also providing that the claim or circumstance giving rise to such award or compensation would otherwise be the subject of indemnity under this insurance. Further, The company's will indemnify the Assured, subject to the Excess, for defence costs arising from claimants appealing of such awards or compensation if in the opinion of the Company, there is a reasonable prospect of the Assured's success

4. Excess/Deductible

It is further agreed that the Excess shall be borne by the Assured at their own risk and uninsured in respect of Each Claim or Each Loss. The Company heron shall only be liable to indemnify the Assured in excess thereof. Costs and expenses incurred by the Assured with the Company's written consent in the defence or settlement of any claim or loss shall be subject to the Excess.

5. Definitions

a. Appointed Representative

Any person or firm who is permitted or required to carry on regulated activities of a prescribed description under a contract with the Assured, for whose activities in carrying on the whole or part of that business the Assured has accepted responsibility. And who has been accepted noted and agreed by the Company. **b. Assured**

The Assured shall mean

- i. The Named Assured stated in the Schedule and its predecessors in business
- ii. The entities as listed in Appendix A of the Schedule and their predecessors in business
- iii. Any Employee of (i) or (ii) above
- iv. In the event of the death, incapacity or bankruptcy of any Employee, their estate, personal representatives, trustees or assignees
- v. With the Companys prior written agreement, any self employed person, subcontractor, consultant or representative whilst acting on behalf of the Assured but excluding any Appointed Representative.

c. Assured's Activities

The Assured's Activities shall mean

Acting as brokers, agents, intermediaries, advisers, or consultants in relation to insurance or re-insurance.

Acting as average adjusters.

Acting as captive insurance company managers and administrators.

Claims settling, processing, adjusting and structuring.

Acting as claims settling agents.

Acting as pension plan or employee benefit plan consultants or as personal finance advisers (including the provision of tax advice), and the provision of actuarial services in connection therewith.

Acting as third party administrators.

Acting as administrators of self insurance funds/trusts.

Engineering and surveying for insurance purposes.

Loss prevention and risk management.

Acting as corporate or independent pensions fund trustees, both excluding acting as trustees of own pension funds.

Acting as an insurance or Mortgage Mediator/Intermediary, and such other activities as are specified under item 10 of the Schedule.

d. Documents

Documents shall mean deeds, wills, agreements, maps, plans, computer systems records, models, photographs (and negatives), records, written or printed books, letters, certificates or written or printed documents and/or forms of any nature whatsoever and including microfilm and microfiche (excluding however, any bearer bonds or coupons, bank or currency notes or other negotiable paper) used in connection with the Assured's Activities.

e. Each Claim or Each Loss

Each Claim or Each Loss shall mean all claims or losses resulting from one and the same originating cause, or series of events or occurrences attributable to one originating cause (or related causes) or the acts, errors and omissions of one person or persons acting together or in which such person or persons is/are concerned or implicates. However, in respect of Financial Services Work, Each Claim shall mean each claimant.

f. Employee

Employee shall mean any past or present partner, director or officer (however designated) or employee of the Assured whether remunerated by salary or commission or retainer, and any seconded personnel.

g. Excess/Deductible

Excess shall mean the sum or sums stated in the Schedule.

h. Financial Services Work

Financial Services Work shall mean that part of any of the Assured's Activities Regulated by the IRDAI (Insurance Regulatory and Development Authority of India)

i. Named Assured

Named Assured shall mean the entity stated in the Schedule.

j. Period of Insurance

Period of Insurance shall mean the period stated in the Schedule.

k. Sum insured

Sum insured shall mean the sum stated in the Schedule which is the total limit of the Company's Liability, Inclusive of costs and expenses. For all claims or losses hereunder irrespective of the number of entities of the number of entities or parties comprising the Assured.

l. Terrorism

Terrorism shall mean any unlawful act(s) of force and/or violence for political, religious or other ends; and/or directed towards the overthrowing or influencing of any government and/or for the purpose of putting the public or any part of the public in fear by any person or persons acting alone or on behalf of or in connection with any organization.

m. Third Party Documents Liability

Third Party Documents Liability shall mean any liability the Assured may have for the loss, damage or destruction of Documents, which for the purposes of this definition shall include bearer bonds or coupons or currency notes or other negotiable paper of any kind.

n. War

War shall mean any acts (s) of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power, martial law, riot or the act of any lawfully constituted authority.

6. Exclusions

This insurance shall not provide indemnity in respect of

- A. Any claim or loss, directly or indirectly, arising from the insolvency, receivership, bankruptcy, liquidation or financial inability to pay of any insurance company, reinsurance company, the Company, syndicate, agent, broker or intermediary, benefit plan, self-insurance plan, insurance pool or risk retention group, financial institution or other risk bearing entity with whom, or through whom, coverage has been placed or obtained.
- B. Any claim or loss or circumstance which might give rise to claim or loss notified under any other policy of insurance attaching prior to the inception of this insurance.
- C. Any fraudulent, dishonest, criminal or malicious acts of any Employee committed after the dated of discovery by the Assured of reasonable cause for suspicion on the part of the person concerned.
- D. Any liability to indemnify any person committing or condoning any fraudulent, dishonest, criminal or malicious acts.
- E. Any claim or claims made against an Assured by another Assured except for that part of such claim or claims which emanates from a third party.
- F. Any liability arising under the terms of any express warranty or guarantee or undertaking given by the Assured. Provided always that this exclusion shall not apply where such liability would have attached to the assured in the absence of such express warranty, guarantee or undertaking.
- G. Failure to account for monies by any Assured in the event of the insolvency, receivership, bankruptcy or liquidation of that Assured. Provided always that this exclusion shall not apply where indemnity is provided under insuring clause Dishonesty.
- H. Any claim for fines, penalties or sanctions.
- I. Any claim for punitive or exemplary damages or damages that are a multiple of compensatory damages.

This exclusion shall not apply to costs and expenses incurred with the company's written consent in the defence of any such claim provided always that

- 1) Any such claim made against the Assured is in conjunction with a claim for compensatory damages.
- 2) No indemnity shall be provided to the Assured in respect of that part of any claim which relates to the Assureds liability for such punitive or exemplary damages or a multiple of compensatory damages.
 - J. Any claim for loss of or damage to property or legal liability arising directly or indirectly as a result of or in connection with War and/or Terrorism (including, without limitation, contemporaneous or ensuing loss or damage or legal liability caused by fire and/or looting and/or theft). Provided always that this exclusion does not apply to any claim for breach of professional duty on the part of the Assured, or any other entity or party as more fully described in Insuring Clause 1(f) Vicarious Liability, arising out of the Assured's Activities with the exception of Third Party Documents Liability.

For the avoidance of doubt this exclusion does apply to any indemnity which would otherwise be provided under the Insuring Clauses if this policy.

IN ANY CLAIM and in any action, suit or other proceedings to enforce a claim under this Insurance the BURDEN OF PROVING that such claim does not fall within this exclusion shall be upon the Assured.

- K. Any claim, loss, liability or expense, directly or indirectly, arising from the transmitting or receiving of any virus, program or code that causes corruption, erasure, theft, alteration, loss or lack of access or interference with any electronic data, or prevents or impairs any computer system from performing or functioning accurately or properly.
- L. Any claim for depreciation (or failure to appreciate) in value of any investments, including securities, commodities, currencies, options and futures transactions as a result of normal or abnormal fluctuations of any financial, stock, currency, options or futures market which are outside of the influence or control of the Assured arising out of Financial Services Work. Provided always that this exclusion shall not apply to the negligent failure of the Assured to provide correct advice to a client in relation to any financial produce or investment or the negligent failure of the Assured to carry out a specific instruction on behalf of a client.
- M. Any claim or loss, directly or indirectly, arising from the insolvency, receivership, bankruptcy or liquidation of the Assured.
- N. Any claim, loss, liability or expense arising directly or indirectly out of, or in any manner related to , asbestos and or Fungi,

For the purposes of this clause, Fungi shall mean any fungus or any by product or type of infestation produced by such fungus, but not limited to mould, mildew, spores or any biogenic aerosols.

In any claim and in any action, suit or other proceedings to enforce a claim under this Policy, the burden of proving that such claim does not fall within this Exclusion shall be upon the Assured.

For clarification, this Exclusion does not apply in respect of any claim, loss, liability or expense arising directly or indirectly out of the negligent failure to place insurances for the above named events, or any other breach of professional duty, by the Assured or any person or firm acting on behalf of the Assured.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall continue to be in full force and effect.

- O. Any claim, Costs and Expenses arising out of any act, error or omission by any Appointed Representative unless the Appointed Representative was acting on behalf of the Assured and that the Assured had accepted responsibility in writing in the Assured's contract with the Appointed Representative for the relevant act, error or omission.
- P. Any payment for loss and/or damage and/or defence costs incurred by the Assured in connection with any claim made against any Assured, alleging, arising out of or based upon allegations that any Assured intentionally or negligently permitted or aided or abetted or was a participant in or was connected with the illegal or improper use of any agreements or arrangements between insurance broker and an insurance carrier involving the improper payment of increased fees, commissions or other compensation arising from either the volume of premium ceded to the insurance carrier or growth in the volume ceded to the insurance carrier.

7. General Conditions

- a) This insurance and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this insurance or of the Schedule shall bear such specific meaning wherever it may appear.
- b) The performance by the Assured of the obligations in General Conditions (c), (e) and (f) hereunder are conditions precedent to the liability of the Company. No indemnity will be provided by this insurance unless the Assured has fully complied with such obligations
- c) The Assured and any person or entity which seeks indemnity hereunder shall give to the Company as soon as practicable but always within the policy period written notice of
 - i. Any claim made against the Assured or any circumstance which may give rise to a loss or claim against the Assured ii. The discovery by the Assured of reasonable cause for suspicion of dishonesty, fraud, criminal or malicious acts on the part of any Employee such as might give rise to a claim or loss under this Insurance.

If during the period of Insurance, the Assured shall first become aware of any circumstance which may give rise to a loss, or claim against the Assured, and shall during the Period of Insurance give written notice to the company as soon as practicable but always within the policy period of such circumstances, then any such loss or claim arising therefrom shall be deemed to be a claim first made against the Assured during the period of insurance.

- d) If the Assured notifies any claim or loss knowing it to be false or fraudulent as regards amount or otherwise this Insurance shall be terminated from inception and all claims shall be forfeited
- e) For the purpose of this insurance the Assured shall only be deemed aware of claims, losses and/or circumstances when such claims, losses and/or circumstances have been reported to a person specified in Item 8. Excluded Persons of the Specified Person or persons designated for that purpose in Item 9. Of the Schedule. The Assured shall ensure that all reasonable efforts are made for the immediate reporting of claims, losses and/or circumstances to such specified person or persons.

- f) The Company shall have the right to take control of the handling of any or all claims and/or circumstances at their discretion, and the Assured shall give the Company all reasonable assistance and information as may be required by them.
- g) Irrespective of the Assured's liability, the Assured shall not admit liability for or settle any claim or potential claim or incur any costs or expenses in connection therewith without the prior written consent of the Company
- h) The Assured shall not be required to consent to the contesting of any proceedings unless mutually agreed upon by the Assured and the Company.
- i) The Company shall have the right, at any time, to pay to the Assured the amount of the Sum Insured (less the Excess and any sums already paid or expended during the Period of Insurance) or such lesser amounts for which, in the opinion of the Company, such claims or losses can be settled. If the Assured shall refuse to consent to any settlements recommended by the Company then the company liability for such claims or losses shall not exceed the amount for which the claims or losses could in the opinion of the Company, have been so settled plus the costs and expenses shall have no further liability for any claims, losses or costs paid or expended after the date of the Assured's refusal. The company shall have no liability to indemnify the Assured for any loss the Assured may sustain as a result of the company exercising such rights.
- j) If any payment is made by the Company under this Insurance the Company shall be subrogated to all the Assured's rights of recovery in relation thereto. The Company shall not exercise such rights against any Employee except in respect of a claim or loss brought about or contributed to by the dishonest, fraudulent, criminal or malicious act of such Employee (any monies which but for the Employee's fraud, dishonesty, monies of the Employee in the hands of any Assured shall be deducted from the amount of the indemnity payable to the Assured under this insurance).
- k) This Insurance shall not be called into contribution with any other policy or policies effected by or on behalf of the Assured but shall operate only in excess of amounts payable there under including the amount of any excess or deductible to be borne by the Assured under such other policy or policies.
- l) The Company shall not exercise their right to deny liability or void this Insurance where there has been nondisclosure to, misrepresentation to or untrue statements made to the person or persons specified in item 8. Of the Schedule. However, the company will retain their right to
 - i. Amend the premium and terms to those which, in the Company's opinion, would have been applied had such non-disclosure, misrepresentation or untrue statements not been made, and
 - ii. Deny liability or void this Insurance where there has been non-disclosure, misrepresentation or untrue statements by such specified person or persons

Unless the Assured can prove to the Company's satisfaction that such non-disclosure, misrepresentation or untrue statements were free of any intent to deceive.

- m) A person who is not a party to this contract has no right to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from the Contract Act.

- n) By acceptance of this Insurance the Assured agrees that the statements in the proposal form specified in the Schedule (together with any other written information which may have been supplied in conjunction therewith) are their representations, that the proposal form shall be the basis of this contract and is considered as being incorporated herein, and that the Company have relied upon the truth of such representations. The Assured further agrees that they have a continuing duty throughout the Period of Insurance to disclose to the company any material changes to the Assured, the Assured's Activities or any other information or facts which could be reasonably expected to be material to this Insurance.

Extended Reporting Period

- A. If the Insurer or the Assured terminates or does not renew this Policy (other than for failure to pay a premium when due), the Assured shall have the right, upon payment of the additional premium, to a continuation of the coverage granted by this Policy for an extended reporting period of one year following the effective date of such termination or nonrenewal ("Extended Reporting Period"), but only with respect to Claims first made and notices of circumstances first given during the Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of such termination or nonrenewal. This right to continue coverage shall lapse unless the assured gives written notice of such election and pays the Extended Reporting Period premium to the Insurer within 30 days following the effective date of termination or nonrenewal. A change in policy terms, conditions, exclusions and premiums shall not be considered a nonrenewal for purposes of triggering the rights to the Extended Reporting Period.
- B. The Extended Reporting Period is not cancelable and the entire premium for the Extended Reporting Period shall be deemed fully earned and non-refundable upon payment.
- C. The Limit of Liability applicable to the Extended Reporting Period, if elected, shall be part of and not in addition to the Limit of Liability shown in Schedule of the Declarations for the immediately preceding Policy Period. The purchase of the Extended Reporting Period shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the Insurer for the Policy Period and Extended Reporting Period, combined.

Cancellation of the policy

Policy can be cancelled only on the grounds of miss-representation, fraud, non-disclosure of material facts or nonincorporation of the assured.

- a) The Company may cancel this Policy by giving 30 days written notice of such cancellation to the last known address of the first assured and in such event we will return a pro-rata portion (subject to retaining the minimum premium, if any, prescribed under the policy) for the unexpired Policy Period.
- b) This Policy may also be cancelled by Assured by giving 30 days written notice to Company in which event Company will retain premium at the short period scale stated below subject to retaining INR 2,500/- or the minimum premium, if any, prescribed under the policy, whichever is higher, provided that there has been no Claim under the Policy during the Policy Period in which case no refund of premium shall be allowed.

Short Period Scale

Period	Rate (Not Exceeding)
1 week	10% of the Annual rate
1 Month	25% of the Annual rate
2 Months	35% of the Annual rate
3 Months	50% of the Annual rate
4 Months	60% of the Annual rate
6 Months	75% of the Annual rate
8 Months	85% of the Annual rate
Exceeding 8 Months	Full Annual Premium

The payment or tender of any unearned premium by us shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

Arbitration Clause

“The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.”

REDRESSAL OF GRIEVANCE

In case of any grievance the insured person may contact the company through

Website: <https://general.futuregenerali.in/> Toll Free: 1800-220-233 / 1860-500-3333 / 022-67837800

Email: Fgcare@futuregenerali.in

Courier: Grievance Redressal Cell, Future Generali India Insurance Company Ltd. Lodha I –Think Techno Campus, B Wing –2nd Floor, Pokhran Road –2, Off Eastern Express Highway Behind TCS, Thane West – 400607

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at fggro@futuregenerali.in or call at: 7900197777

For updated details of grievance officer, kindly refer the link <https://general.futuregenerali.in/customer-service/grievance-redressal>

If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Kindly refer the annexure on Grievance Redressal Procedures.

Grievance may also be lodged at IRDAI Bima Bharosa (an Integrated Grievance Management System) - <https://bimabharosa.irdai.gov.in/>

GRIEVANCE REDRESSAL PROCEDURE

Dear Customer,

At Future Generali, we continuously strive for service excellence to give you exceptional customer experience. This helps us build trust and long-term relationship with you.

We request you to read the policy document including the terms and conditions carefully. This will help you understand your plan and drive maximum benefits. We want to ensure the plan is working for you and welcome your feedback.

What is a grievance?

“Complaint” or “Grievance” means expression (includes communication in the form of electronic mail or other electronic scripts, Inbound Call, SMS, Letter), of dissatisfaction by a complainant with insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities about an action or lack of action about the standard of service or deficiency of service of such insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities.

- ▶ Explanation: An inquiry/ query or request does not fall within the definition of the 'complaint' or 'grievance'.
- ▶ Complainant means a policyholder or prospect or any beneficiary of an insurance policy who has filed a complaint or grievance against an insurer or a distribution channel.

We are always here for your help. You may use any of the following channels to reach us-

Helpline	Website	Email	Branch GRO	Complaint form
Call us on 1800 220 233/ 1860 500 3333/ 022-67837800	Click here to know more	Write to us at fgcare@futuregenerali.in	Click here to know your nearest branch.	Click here to raise a complaint

By when will my grievance be resolved?

- ▶ You will receive grievance acknowledgement from us within 3 business days for your complaint.
- ▶ Final resolution will be shared with you within 2 weeks of receiving your complaint.
- ▶ Your complaint will be considered as closed if we do not receive any reply from you within 8 weeks from the date of receipt of response.

How do I escalate my complaint if I don't receive a response on time?

- ▶ You may write to our Grievance Redressal Office at fggro@futuregenerali.in
- ▶ You may send a physical letter to our Grievance Redressal Cell, Head Office at the below address-

Future Generali India Insurance Company Ltd.

Lodha I – Think Techno Campus, B Wing – 2nd Floor, Pokhran Road – 2,
Off Eastern Express Highway Behind TCS, Thane West – 400607

GRIEVANCE REDRESSAL PROCEDURE

What if I am not able to register my grievance?

You can comfortably raise a grievance via any of the above-mentioned avenues. If you face any challenge, you may write to the provided email IDs for help.

If you still face any challenge, you may use any of the below options to raise a complaint with the Insurance Regulatory and Development Authority (IRDAI)-

- ▶ Call toll-free number **155255**
- ▶ **Click here** to register complaint online

Is there any special provision for senior citizen to raise grievance?

We understand our customers and their needs. Thus, have a separate channel to address the grievances of senior citizens. The concerns will be addressed to the senior citizen's channel (care.assure@futuregenerali.in) as complaints for faster attention or speedy disposal of grievance, if any.

Insurance Ombudsman:

If you are still dissatisfied with the resolution provided, you may opt to approach the Office of the Insurance Ombudsman, provided the same is under their purview.

Click here to know the guidelines for taking up a complaint with the Insurance Ombudsman.

In case you wish to send your complaint to insurance ombudsman.

Click here to access the list of insurance ombudsman offices.