

ERRORS AND OMISSION INSURANCE POLICY ENDORSEMENTS

1. MEDICAL INSTITUTIONS ENDORSEMENT WORDINGS

Forming part of the base policy wordings

It is understood and agreed that the **Policy** is hereby amended as indicated below. All the other terms, conditions and exclusions of the **Policy** remain unchanged.

1. The exclusion set forth in Section 3 of the **Policy** shall not apply to a **Claim** arising out of the use of medical apparatus by an **Insured** for diagnosis or therapy.
2. The definition of **Professional services** set forth at Section 20.13 of the **Policy** is hereby deleted and replaced with the following:

Profession means the conduct of the profession at or under the supervision of, the insured medical institution, and shall include the practice of furnishing food, beverages, medications, or appliances and the post mortem handling of human bodies in the conduct of such profession; provided, however, that the rendering of any service not customarily or regularly rendered in the conduct of such profession shall not be included. The **Profession** shall not include the designing, testing, manufacturing, producing, assembling, selling, supplying, maintaining; or repairing of any product by the **Insured**.

3. In addition to the exclusions set forth in Section 3 (Exclusions) of the **Policy**, no indemnity is available for and no payment will be made by the **Company** for any **Claim** directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:
 - 3.1 The administration by dentists and dental surgeons of
 - 3.1.1 General anaesthesia or
 - 3.1.2 Any procedure carried out under general anaesthesia unless performed in a hospital.
 - 3.2 Any **Claim** arising out of spinal or caudal anaesthesia or any attempt thereat.
 - 3.3 Services rendered while under the influence of intoxicants or narcotics
 - 3.4 Use of Drugs for weight reduction
 - 3.5 Claims made against the insured arising from the performance of cosmetic plastic surgery, Hair transplants, punch grafts, flap rotations and the like (hereinafter referred to as Cosmesis) it is being understood that the following shall not be deemed to be cosmesis
 - 3.5.1 Anaesthetic X-ray or other medical nursing or laboratory services provided in connection with the performance of cosmesis
 - 3.5.2 Plastic surgical repair of scar tissue being the result of previous surgery unrelated to cosmesis performed by the insured
 - 3.5.3 Plastic surgery in connection with burns or other traumatic injury.

3.6 Third party public liability

3.7 Claim arising from any condition directly or indirectly caused by or association with Human T-Cell Lymphotropic Virus type III (HTLV 111) or LYMPHADENOPATHY ASSOCIATED VIRUS (LAV) or the mutants derives or variations thereof or in any way related to acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named

3.8 This Policy does not cover liability

(i) Assumed by the Insured by agreement and which would not have attached in the absence of such agreement

(ii) Arising out of deliberate, willful or intentional non-compliance or any statutory provision.

(iii) Arising out of loss of pure financial nature such as loss of goodwill, loss of market, etc.

(iv) Arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc. and mental injury, anguish or shock.

(v) Arising out of fines, penalties, punitive or exemplary damages.

(vi) Directly or indirectly occasioned by happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion,

(vii) Directly or indirectly caused by or contributed by

i) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any waste from the combustion of nuclear fuel nuclear

ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

(viii) Arising out of genetic injuries caused by x-ray treatment/diagnosis or treatment/diagnosis with radioactive substances.

(ix) in respect of professional services rendered by the Insured prior to the Retroactive Date in Schedule the.

(x) The deliberate conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims

(xi) Injury/death or any person under a contract of employment or apprenticeship with the Insured their contractors) and/or Sub-Contractor(s) when such injury/death arises out of the execution of such contract.

(xii) Any services performed beyond the scope of professional services, treatments, advices typically rendered as a physician/doctor under domestic legislation, ethical codes and rules

(xiii) Total Asbestos Exclusion - any actual or alleged liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of asbestosis or any related disease (including cancer) resulting from the existence, production, processing, manufacture, sale, distribution, storage, deposit or use of asbestos, asbestos products and/or products containing asbestos in whatever form or quantity.

(xiv) Electromagnetic Radiation Exclusion- any actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of non-ionic radiation, including but not limited to Electro-Magnetic Fields and/ or Electro-Magnetic Interference.

All other terms, exclusions and conditions of this policy remain unaltered.

2. DEFENCE COST WITHIN THE LIMIT OF LIABILITY

Notwithstanding anything to the contrary mentioned in the policy, it is hereby understood and agreed that, all expenses the company incur or all expenses incurred by the Insured at the company's request to assist the Insurer in the investigation or defence of the claim or suit shall serve to reduce the limits of liability of this policy as stated in the schedule.

All other terms, exclusions and conditions of this policy remain unaltered.

3. LOSS OF DOCUMENTS EXTENSION ENDORSEMENT

It is hereby understood & agreed that, the Company shall indemnify an Insured for costs and expenses reasonably incurred with the Insurer's prior written consent in replacing or restoring any Documents which are the property of an Insured and which during the Policy Period have been destroyed, damaged, lost, distorted, erased or mislaid provided that:

- (i) Such loss or damage is sustained while the Documents are either: (1) in transit; or (2) in the custody of an Insured or of any person to whom an Insured has entrusted them in the ordinary course of their Professional Services;
- (ii) The Documents have been the subject of a diligent search by or on behalf of an Insured;
- (iii) the amount of any claim for such costs and expenses shall be supported by evidence of expenditure that shall be subject to approval by a competent person to be nominated by the Insurer with the consent of the Policyholder; and
- (iv) The Insurer shall not be liable for any costs and expenses arising out of wear, tear and/or gradual deterioration, moth and vermin

This cover will be subject to a Limit of Liability in the aggregate during the Policy Period. Deductible as mentioned in the Policy Schedule for each and every claim shall apply to this cover

DEFINITION

Documents means all documents of any nature whatsoever including computer records and electronic

or digitised data; but does not include any currency, negotiable instruments or records thereof
Exclusion 3.16 in Policy Wordings is deleted and will not be applicable for only loss of document.

All other terms, exclusions and conditions of this policy remain unaltered

4. INTELLECTUAL PROPERTY RIGHTS (IPR) EXTENSION ENDORSEMENT

It is hereby understood & agreed that, Section 3. Exclusions 3.1.6 is provided carve back for following covers:

The Company shall pay on behalf of any Insured for all damages resulting from any claims for any infringement of any intellectual property right For the purpose of this endorsement, “Infringement” means an unintentional infringement of any intellectual property right (copyright, service mark, trade name, design or trademark etc.) of any third party while conducting the insured profession other than patents and Trade Secrets

All other terms, exclusions and conditions of this policy remain unaltered.

5. DEFAMATION EXTENSION ENDORSEMENT

It is hereby understood & agreed that, Section 3. Exclusions 3.1.6 is provided carve back for following covers:

The Company shall pay on behalf of any Insured all Loss resulting from any Claim first made against the insured and reported to the Insurer during the Policy Period or Extended Reporting Period alleging any libel or slander committed unintentionally by insured arising while rendering the from the performance of Professional Services. No cover is provided under this extension where it is established by an admission of such Insured or by a judgement, award, finding or other final adjudication of a court, tribunal, commission or arbitrator that such Claim is arising from an intentional libel or slander.

All other terms, exclusions and conditions of this policy remain unaltered.

6. SPECIFIC MATTER ENDORSEMENT - ESTATES, LEGAL REPRESENTATIVES AND SPOUSAL LIABILITY EXTENSION

It is hereby understood & agreed that, Section 14. Estates, Legal Representatives and Spousal Liability Extension is deleted in its entirety and replaced as follows:

The Company shall pay on behalf of the Insured any Loss arising from a Claim as a result of Professional Services of the Insured made against:

a) the estates, heirs, legal representatives or assigns of any Insured who is deceased or against the legal representatives or assigns of the Insured who is incompetent, insolvent or bankrupt; and

b) the lawful spouse of such Insured solely by reason of such person’s status as a spouse or such spouse’s ownership interest in property which the claimant seeks as recovery for an alleged Professional Services of such Insured. All limitations, conditions, provisions, and other terms of coverage (including the Deductible Amount) applicable to Loss incurred by the Insured shall also apply to Loss incurred by the estates, heirs, legal representatives, assigns and spouses of such Insured.

The coverage provided under this section shall not apply with respect to any loss arising from any act or omission by such Insured estate, heirs, legal representatives, assigns or spouse.

All other terms, exclusions and conditions of this policy remain unaltered.

7. DISHONESTY OF EMPLOYEES EXTENSION ENDORSEMENT

It is hereby understood & agreed that, The Company shall pay on behalf of any Insured, who is not the actual perpetrator, all Damages resulting from any Claim for Fraud/Dishonesty of any Employee.

“Fraud/Dishonesty” means fraudulent or dishonest conduct of an Employee:

(i) not condoned, expressly or implicitly; and

(ii) that results in liability to; the insured or any it's subsidiary

All other terms, exclusions and conditions of this policy remain unaltered.

8. BREACH OF DUTY / CONFIDENTIALITY EXTENSION ENDORSEMENT

It is hereby understood & agreed that, company shall pay reasonable costs related to breach of confidential information provided that breach of confidential information has established by unintentional manner.

Means any actual or alleged negligent breach of duty, act, error, misstatements, misleading statements, breach of confidentiality or omission in the performance of or failure to perform professional services.

All other terms, exclusions and conditions of this policy remain unaltered.

9. CONTRACTOR/SUB-CONTRACTORS ENDORSEMENT

It is hereby understood & agreed that, Policy is extended to cover loss arising out of Contractors, Sub-Contractors working jointly with insured, however, it is agreed and understood that legal contract Agreement between insured and contractors, sub-contractors has to be in force.

In case if insured fails to enter in legal contract Agreement between insured and contractors, sub-contractors, liability of contractors for which insured is legally liable will not be considered as contract value

All other terms, exclusions and conditions of this policy remain unaltered.

10. BREACH OF CONTRACT EXTENSION ENDORSEMENT

It is hereby understood & agreed that, Company shall pay on behalf of the Insured for unintentional breach of a written contract to provide services in the course of Professional Services by reason of those services failing materially to conform with any agreed written specification that forms part of the relevant contract;

All other terms, exclusions and conditions of this policy remain unaltered

11. BREACH OF DUTY EXTENSION ENDORSEMENT

It is hereby understood & agreed that, Company shall pay on behalf of the Insured any actual or alleged negligent breach of duty, act, error, misstatements, misleading statements, breach of confidentiality or omission in the performance of or failure to perform Professional Services

All other terms, exclusions and conditions of this policy remain unaltered.

12. COURT ATTENDANCE FEES ENDORSEMENT

It is hereby understood & agreed that, for any person described in (a) and (b) below who actually attends court as a witness in connection with a Claim notified under and covered by this policy, Defence Costs will include the following rates per day for each day on which attendance in court has been required.

(a) for any principal, partner, or director Insured INR xxxxxx;

(b) for any Employee INR xxxxxx,

(c) And INR xxxxxx in aggregate

All other terms, exclusions and conditions of this policy remain unaltered

13. OUTSTANDING FEES EXTENSION ENDORSEMENT

It is hereby understood & agreed that the following is added in the policy

The Company shall pay the Insured's Outstanding Fees in the event that a Third Party threatens to bring a Claim against such Insured for an amount greater than the Outstanding Fees if the Insured attempts to recover such Outstanding Fees. It shall be a condition precedent to the Insurer's liability under this Extension that:

(i) the Insured shall satisfy the Insurer that the payment of any Outstanding Fees is necessary to prevent a covered Claim during the Policy Period;

(ii) any payment shall be subject to prior written approval by the Insurer;

- (iii) prior to the payment of the Outstanding Fees, the Insured must provide to the Insurer a written release from the Third Party that they will not bring a Claim against the Insured subject to the Insured agreeing not to pursue the Third Party for the Outstanding Fees; and
- (iv) the Insurer shall only pay the Insured the amount of Outstanding Fees that are in excess of the Retention.

This Extension will be subject to a Sub limit of Liability of INR xxxxxx in aggregate

For the purpose of this endorsement, the following Definition is added to the policy:

Outstanding Fees means any fee that a Third Party is contractually obliged to pay to an Insured in return for Professional Services or Technology Products but which the Third Party refuses to pay because it is dissatisfied with the work done. "Outstanding Fees" does not include any element of profit, mark-up or liability for taxes.

All other terms, exclusions and conditions of this policy remain unaltered

14. LOSS RECTIFICATION & MITIGATION ENDORSEMENT

It is hereby understood and agreed that, the Company shall reimburse the Insured for the costs they incur to mitigate or rectify any consequences of any Wrongful Act, provided that it shall be a pre-condition to Insurer's liability under this Extension that:

- (i) the Insured shall give written notice to the Insurer of the Wrongful Act and the costs that are required to mitigate or rectify the consequences of such an act as soon as practicable during the Policy Period;
- (ii) the Insured shall satisfy the Company that such costs are reasonably necessary to prevent increased amount of Damages from a covered Claim during the Policy Period;
- (iii) the amount of mitigation costs shall be supported by evidence of estimated expenditure that shall be subject to prior written approval by the Insurer before such costs are incurred;
- (iv) such costs shall not include any element of profit or loss of profit; and
- (v) the company shall only pay for the amount of any mitigation costs that are in excess of Deductible.

This Extension will be subject to a Sub-Limit of Liability of INR xxxxxx in aggregate.

For the purpose of this endorsement:

Solely with respect to Mitigation, Claim shall also mean any determination first made by an Insured during the Policy Period, that it has committed a breach of duty requiring mitigation.

All other terms, exclusions and conditions of this policy remain unaltered

15. BODILY INJURY AND PROPERTY DAMAGE EXCLUSION - CARVE BACK ENDORSEMENT

Notwithstanding anything to the contrary mentioned in the policy, it is hereby understood and agreed that, 3. Exclusions, 3.1.4 and 3.7 is deleted in its entirety and replaced as follows:

Based upon, arising from, or in consequence of bodily injury, sickness, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof, whether or not it is damaged or destroyed. However, this exclusion shall not apply to Claim arising out of negligent act, error or omission in rendering or failure to render Professional Services.

Company shall pay only the defence cost in relation to this endorsement.

All other terms, exclusions and conditions of this policy remain unaltered

16. DELAY EXCLUSION WITH CARVE BACK ENDORSEMENT

It is hereby understood and agreed that, the Company shall not be liable for Loss on account of any Claim against the Insured directly or indirectly based upon, attributable to or in consequence of the delay in performing, failing to perform or failing to perform any professional Services or delay in supply, installation, modification or service of any Technology product. However this Exclusion shall not apply to any Claim arising out of breach of professional duty in conduct of

Professional Services carried on by or on behalf of the Insured by reason of any error, misstatement, misleading statement, act, omission, neglect act committed or alleged to have been committed on the part of the Insured.

All other terms, exclusions and conditions of this policy remain unaltered

17. PROFESSIONAL INQUIRIES EXTENSION ENDORSEMENT

It is hereby understood and agreed that, the company shall 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, commissions, awards, bonuses, travel and accommodation expenses) in preparing for and attending a Professional Inquiry provided that:

- (a) such costs and expenses were incurred with the prior written consent of us which consent will not be unreasonably withheld; and
- (b) the notice requiring the Insured to attend the Professional Inquiry is first served upon the Insured during the Policy Period and reported to us during the Policy Period.

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

The maximum amount payable by us under this extension is the applicable "Limit of Liability" in aggregate

All other terms, exclusions and conditions of this policy remain unaltered

18. EMERGENCY COST ADVANCEMENT ENDORSEMENT

It is hereby understood and agreed that, If the written consent of the Company cannot be reasonably obtained before Defence Costs incurred by an Insured, the Insurer agrees to give retrospective approval for such amounts incurred by the Insured to the point in time when the Insured could reasonably have sought the Company's written consent. The clause is limited to "Limit of Liability" in the aggregate for all Defence Costs.

Notwithstanding the above,

if it is established that there is no entitlement to indemnity under the policy for the specific Defence Costs such amounts shall be repaid to the Company immediately, according to the several interests of the Insured and the Company; and the Company or the Insured shall give written notice to the Company of the Claim or Inquiry which was the subject of the emergency as soon as practicable.

All other terms, exclusions and conditions of this policy remain unaltered

19. UNAUTHORISED ACCESS ENDORSEMENT

It is understood and agreed that, this policy is hereby amended as indicated below. All other terms of this policy remain unchanged.

The Company shall pay on behalf of the insured or it's subsidiary,

- (i) the inability of a third party, who is authorized to do so, to gain access to Computer Systems or your Technology Based Services
- (ii) the failure to prevent Unauthorized Access to Computer Systems that results in: the destruction, deletion or corruption of electronic data on Computer Systems;
- (iii) the failure to prevent transmission of Malicious Code from Computer Systems to third party computers and systems.

"Unauthorized Access" means:

1. the use of or access to Computer Systems by a person not authorized to do so by the Insured Organization; or
2. the authorized use of or access to Computer Systems in a manner not authorized by the Insured

Organization.

“Malicious Code” means any virus, Trojan Horse, worm or other similar software program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread itself from one computer to another

All other terms, exclusions and conditions of this policy remain unaltered

20. Civil Fines & Penalties excluding Regulatory Fines and Penalties Extension

It is hereby understood and agreed that, Section 20, Definitions, 20.9 LOSS is deleted in its entirety and replaced as follows:

Loss means Defence Costs and the total amount covered under this policy which the Insured becomes legally obligated to pay on account of any covered Claim including, but not limited to: (a) awards of damages; (b) judgments; (c) sums payable due to any settlements agreed to by the Company in accordance with section 7; (d) awards of claimant’s costs; and (e) civil fines & penalties awarded against an Insured imposed by law, provided that Company is not legally prohibited from paying the civil fines and or penalties under the law applicable to this policy.

Loss does not include (i) any amount not indemnified by an Insured Organisation for which any Insured Person is absolved from payment by reason of any covenant, agreement or court order; (ii) Criminal fines or penalties imposed by law; (iii) punitive, aggravated or exemplary damages; (iv) the multiple portion of any multiplied damage award; (v) any amount which constitutes restitution, reduction, disgorgement or set off or return of fees, other consideration or expenses paid to or charged by the Insured for Professional Services, (vi) the cost of correcting, completing or re-performing any Professional Services; (vii) liquidated damages or (ix) matters uninsurable under Indian law.

All other terms, exclusions and conditions of this policy remain unaltered

21. TECHNOLOGY PRODUCTS COVER TO INCLUDE SOFTWARE ENDORSEMENT

The company shall pay on behalf of Insured for Loss resulting from any claim for any Technology Product Failure.

For the purpose of this extension following definitions are added to the policy

Technology Product Failure means any actual alleged negligent breach of duty, act, error, misstatement, misleading statement or in connection with any Technology Product

Technology Products means any computer hardware or firmware:-

- i. Sold, leased or otherwise supplied;
- ii. Licensed; or
- iii. Installed, Modified or Serviced;

by any Insured.

Technology Products Services means any Software Services or Data Services; or Services that facilitate access to or the use of Data or Software via the Internet of the Insured Organization or any Subsidiary.

All other terms, exclusions and conditions of this policy remain unaltered

22. EXTENDED REPORTING PERIOD – AMENDED

It is hereby understood and agreed that, Section 2. Extended Reporting Period is deleted in its entirety and replaced as follows:

Extended Reporting Period:

If the Company cancels or does not renew this policy, other than for any breach of the terms of this policy by an Insured or cancellation by the company for non-payment of the premium, the Policyholder shall have the rights to a period of xx days following the date of cancellation or expiry in which to give notice of any covered Claim first made against the Insured subject to such claims are for wrongful acts occurring prior to the effective date of cancellation or nonrenewal. That extended reporting period shall not apply if this policy or its cover has been replaced/renewed with the other Company / insurer.

All other terms, exclusions and conditions of this policy remain unaltered

23. CANCELLATION CLAUSE ENDORSEMENT

It is hereby understood and agreed that, Section 18. Termination of Policy is deleted in its entirety and replaced as follows:

The Company may at any time cancel the Policy on grounds of mis-representation, non-disclosure of material facts, fraud ,non-cooperation by the insured or if any adverse in selection of risk is noticed by the insurer, by sending thirty days' notice in writing to the insured at his last known address in which case the Company shall return to the insured a proportion/ pro-rata portion of the premium corresponding to the unexpired period of insurance provided that if no claim has been paid under the policy. For the avoidance of doubt, the Insurer shall remain liable for any Claim which was made prior to the date upon which this insurance is cancelled

The policy may also be cancelled by the insured at any time by giving thirty days' notice in writing to the Company and in such event the Company shall allow refund of premium at Company's short period premium calculation mentioned in the policy, provided no claim has occurred up to the date of cancellation.

All other terms, exclusions and conditions of this policy remain unaltered

24. INTERNET LIABILITY AND PRIVACY BREACH ENDORSEMENT

It is hereby understood and agreed that, the following covers are added to the Policy.

The Company shall pay on behalf of any Insured all damages resulting from any claim for any Internet Liability and Privacy Breach.

For the purpose of the endorsement, the Definitions are added to the Policy:

Computer Virus: means any program or code that is designed to cause loss or damage to a computer system or any part and/or which prevents or impairs a computer system or any part from performing and/or functioning accurately and properly.

Internet Liability: means any actual or alleged breach of duty, privacy breach, infringement, libel or slander arising from:

- i. The operation of an internet, intranet or extranet site;
- ii. The transmission of electronic mail or documents by electronic means;
- iii. The unintentional transmission of a computer virus

Privacy Breach: means any actual or alleged breach of any statutory or other right of privacy of any third party by any Insured.

All other terms, exclusions and conditions of this policy remain unaltered

25. ADDITIONAL INSURED WHEREVER REQUIRED BY WRITTEN CONTRACT

It is hereby understood and agreed that, Additional Insureds are covered under this policy as required by written contract, but only with respect to liabilities arising out of their operations, performed by or behalf of the Insured.

All other terms, exclusions and conditions of this policy remain unaltered

26. WAIVER OF SUBROGATION ENDORSEMENT

It is hereby understood and agreed that, Section 12 Subrogation is added by the following:

Company waives its rights of recovery against the additional insured and where such waiver has been included as part of a contractual undertaking by the insured, but this waiver shall apply only in respect to the specific contract entered into prior to the date of loss, existing between the Insured and such Principal, and shall not be construed to be a waiver in respect to other operations of such additional insured in which the Insured has no contractual interest.

All other terms, exclusions and conditions of this policy remain unaltered

27. CONTRACTUAL LIABILITIES AND PERFORMANCE GUARANTEES EXCLUSION CARVE BACK ENDORSEMENT

It is hereby understood and agreed that, Exclusion – 3.1.5 is entirely deleted and replaced as under:

The company shall pay for Contractual liabilities and Performance Guarantees arising out of based upon or attributable to any:

1. Contractual Liabilities or any other obligations assumed, that goes beyond the duty to use such skill or care as it ordinarily applied to the professional services provided.
2. Guarantee or express warranties made by the insured. However this exclusion shall not apply to any of the following guarantees or express warranties made by the insured:

- a. That the insured will use reasonable care and skill in the performance of the insured's professional services or in the delivery of Technology product
- b. That the insured's professional services and technology products will not infringe upon a third party's intellectual property right
- c. That the insured's professional services and technology product will substantially confirm to all matters, written specification.

All other terms, exclusions and conditions of this policy remain unaltered

28. SPECIFIC MATTER ENDORSEMENT: RECOVERIES TO BE ADDED UNDER THE POLICY

Recoveries has been added under the scope of the policy: All Recoveries or payment recovered or received in respect of a claim or loss subsequent to settlement under the policy shall be

- a. Applied as recoveries or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the company provided always that nothing in this contract shall be construed to mean that indemnity payments under this policy are not payable until the insured's ultimate net loss has been finally ascertained.
- b. Disbursement of the following order:
 1. First the reimbursing the Company and the insured, in respect of their cost and expenses in mitigating the claim or loss in effecting the recovery;
 2. Secondly, if and to the extent that the insured has suffered any loss, liability, cost and expenses in excess of the amount of this insurance or any other policy that is expressed to apply in excess of limit of liability hereunder in reimbursing the insured for such excess loss, liability, cost and expenses;
 3. Thirdly, reimbursing the insurer in respect of any claim or loss paid under any policy which is express to apply in excess in excess of limit of liability hereunder in respect of any amount paid under such policy in respect of claim or loss;
 4. Fourthly, in respect of reimbursing the company in respect of the claim or loss paid hereunder and;
 5. Fifthly, reimbursing the insured in respect of its retention.

Where rights of recovery are vested in the company in circumstances where the exercise of such rights could reasonably be expected to lead to a recovery from which the insured might benefit, the company shall exercise such rights in good faith, in co-operation with the insured, and with regard to the interests of the insured. In those circumstances the company shall not compromise ant such recovery right without the prior written consent of the insured, such consent not to be unreasonably withheld or delayed.

All other terms, exclusions and conditions of this policy remain unaltered

29. RETROACTIVE DATE ENDORSEMENT

It is agreed that, Insuring Clause is amended by deleting in its entirety & replacing it with the following Insuring Clause

The Company shall pay on behalf of the Insured Loss arising solely out of Professional Services resulting from any Claim first made against such Insured during the Policy Period or, if exercised, during the Extended Reporting Period occurring on or after xx-xx-xxxx or during the Policy Period, but only if such Claim is reported to the Company in writing and in the manner and within the time provided in this policy.

Condition: The Above dates are subject to:

Evidence of expiring cover including policy wording through until retroactive date
Cover for retroactive date is subject to Narrower of applicable coverage and lower of applicable limits. *Definition as under:*

Insurers liability is restricted to the maximum limit of Liability stated in this schedule, further, insurer will not be responsible for any loss which falls under extensions/coverage's which was not provided in the policy copy particular year where claim/loss arrives from retrospective period.

All other terms, exclusions and conditions of this policy remain unaltered

30. PENDING LITIGATION EXCLUSION ENDORSEMENT

It is hereby understood and agreed that the Company shall not be liable for any loss in connection with any Claim(s), alleging, arising out of, based upon or attributable to any pending or prior litigation(s) as of the date listed below, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation(s), as of the date listed herein.

Date: xx/xx/xxxx

All other terms, exclusions and conditions of this policy remain unaltered

31. Criminal Act Exclusion not applicable for Employee Dishonesty Endorsement

It is hereby understood and agreed that the, Section 3. Exclusion, 3.1.15, shall not be applicable to extension Dishonesty of Employees Endorsement covered under the scope of the policy.

All other terms, exclusions and conditions of this policy remain unaltered

32. Anti-Trust Claims Exclusion Endorsement

It is hereby understood and agreed that the, Section 3. Exclusions, 3.1.9 is added to read as follows:

Company shall not be made liable to make any payment for Loss in connection with a Claim made against the insured alleging or arising out of antitrust violations including price fixing, price discriminations, Predatory pricing, unfair competition, deceptive trade practices and/or monopolies, including actions, proceedings, claims or investigations thereto ..

All other terms, exclusions and conditions of this policy remain unaltered

33. Electro Magnetic Field/ Electro Magnetic Radiation Exclusion Endorsement

This insurance does not apply to any liability for "Loss" "bodily injury", "property damage", "personal injury", "advertising injury" or any other loss, cost (including defense costs) or expense arising out of exposure to an Electromagnetic Field in any form, including but not limited to liability for the installation, operation, repair, sale, manufacture or distribution of any kind of equipment or products producing or in any way involving the effects of an Electromagnetic Field.

It is further understood and agreed that this policy does not cover any indirect or consequential losses arising from the above.

Definition of Electromagnetic Field:

For the purpose of this endorsement electromagnetic field means electric and magnetic fields generated by a varying electrical current through any medium including but not limited to wires whether or not intended for the purpose of conducting electricity.

All other terms, exclusions and conditions of this policy remain unaltered

34. Data Reconstitution Cost Extension

It is hereby understood and agreed that, the Company shall pay on behalf of the Insured Data Restoration Costs incurred by the Insured during the Policy Period that Electronic Data or Endorsements_ Errors and Omissions Insurance Policy

Software on the Insured Computer System is lost, damaged, deleted, destroyed or corrupted as the result of an Unplanned Infrastructure Event.

All other terms, exclusions and conditions of this policy remain unaltered

35. Manufacturing Liability Exclusion

It is hereby understood and agreed that the, Company shall not be liable for any loss in connection with Technology Product cover for any Claim(s), alleging, arising out of, based upon or attributable to any design defect or manufacturing defect in any product

All other terms, exclusions and conditions of this policy remain unaltered

36. Inadequate Description of Services/goods Exclusion

It is hereby understood and agreed that the, Company shall not be liable for any loss in connection with Claim arising from incomplete information or misleading information including errors and omissions in the information provided in the insured services document/products.

All other terms, exclusions and conditions of this policy remain unaltered

37. Government/regulatory actions Exclusion

It is hereby understood and agreed that the, Company shall not be liable for any loss in connection with Claim brought against insured by the government or regulatory body directly or indirectly stands excluded.

All other terms, exclusions and conditions of this policy remain unaltered

38. Infrastructure Failure Exclusion

It is hereby understood and agreed that the, Company shall not be liable for any loss in connection with Claim arising out of, based upon or attributable to:

- (i) mechanical failure;
- (2) electrical failure, including any electrical power interruption, surge, brown out or black out;
or
- (3) Telecommunications or satellite systems failure;

All other terms, exclusions and conditions of this policy remain unaltered

39. Internet Material Exclusion

It is hereby understood and agreed that the, Company shall not be liable for any loss in connection with Claim arising out of based upon or attributable to material which is published or posted on the Insured's own website, bulletin boards or chat rooms where, prior to publishing or posting, the Insured has no knowledge of enter the content or source of the material.

All other terms, exclusions and conditions of this policy remain unaltered

40. Specific Matter Exclusion - Pollution

It is hereby understood and agreed that, Exclusion 3.1.8 is entirely deleted and replaced as under:
It is hereby understood and agreed that the, Company shall not be liable for any Loss caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of Pollutants

“Pollutants” means: Any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sound waves, microwaves, and all artificially produced ionizing or

non- ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.”

All other terms, exclusions and conditions of this policy remain unaltered

41. Sanctioned Territories Clause

The Insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America or any other locally applicable jurisdictions.

It is further understood that the cover provided under this policy expressly excludes any insurance service, loss or damage: (i) resulting in Iran, Syria, North Korea, Crimea Region, Venezuela, Cuba, Belarus, Russia, Donetsk and Luhansk People’s Regions, Burma (Myanmar), Libya, and Afghanistan or their territorial waters; (ii) incurred by persons or entities located or resident in Iran, Syria, North Korea, Crimea Region, Venezuela, Cuba, Belarus, Russia, Donetsk and Luhansk People’s Regions, Burma (Myanmar), Libya, and Afghanistan or their territorial waters; or (iii) resulting in, or involving activities that directly or indirectly involve or benefit the government, entities or resident of Iran, Syria, North Korea, Crimea Region, Venezuela, Cuba, Belarus, Russia, Donetsk and Luhansk People’s Regions, Burma (Myanmar), Libya, and Afghanistan.

In all other respects this policy remains unaltered.

42. Loss of Goodwill Exclusion Endorsement

It is hereby understood and agreed that the Company shall not be liable for any loss in connection with any Claim(s), alleging, arising out of, based upon or attributable to any loss of goodwill of insured.

All other terms, exclusions and conditions of this policy remain unaltered.

43. War and Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the

remainder shall remain in full force and effect. 08/10/01 NMA2918
All other terms, exclusions and conditions of this policy remain unaltered

44. Bodily Injury and Property Damage Exclusion Endorsement

Notwithstanding anything to the contrary mentioned in the policy, it is hereby understood and agreed that, 3. Exclusions, 3.1.4 and 3.7 is deleted in its entirety and replaced as follows:
the Company shall not be liable for Loss on account of any Claim against the Insured directly or indirectly based upon, arising from, or in consequence of bodily injury, sickness, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof, whether or not it is damaged or destroyed.

All other terms, exclusions and conditions of this policy remain unaltered

45. Absolute Delay Exclusion

It is hereby understood and agreed that, the Company shall not be liable for Loss on account of any Claim against the Insured directly or indirectly based upon, attributable to or in consequence of the delay in performing, failing to perform or failing to perform any professional Services or delay in supply, installation, modification or service of any Technology product.

All other terms, exclusions and conditions of this policy remain unaltered

46. Cross Liability Endorsement

It is hereby understood and agreed that, Each person or party indemnified is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Insured) subject to Company's total liability not exceeding the limits of indemnity stated in the Schedule of the Policy.

All other terms, exclusions and conditions of this policy remain unaltered

47. Product Liability Exclusion Endorsement

It is hereby understood and agreed that the Company shall not be liable to make any payment for loss in connection with any claim made against the insured arising out of, based upon or attributable to direct/indirect use or consumption or sale, supply, manufacture, installation, recall, repair, alteration, fabrication, or removal of any product of the company.

All other terms, exclusions and conditions of this policy remain unaltered

48. Intentional and Willful Act Exclusion Endorsement

It is hereby understood and agreed that the Company shall not be liable for any loss in connection with any Claim(s), alleging, arising out of, based upon or attributable to any Intentional and Willful act for which insured is legally liable.

Definition of Intentional

Any act or omission on the part of any insured which is done Deliberately, designedly, on purpose, purposely, advisedly, by choice, by design.

Definition of Misconduct

Any act or omission on the part of any insured which is a breach of any duty, obligation or assignment arising under or flowing from any law or contract of insured or services rules or standing orders, settlements or awards or improper conduct or wrongful behaviour.

All other terms, exclusions and conditions of this policy remain unaltered

49. Environmental Liability Exclusion Endorsement

It is hereby understood and agreed that the Company shall not be liable for any loss in connection with any Claim(s), alleging, arising out of, based upon or attributable to any,

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

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1. At or from premises owned, rented or occupied by an insured;
 2. At or from any site or location used by or for an insured or others for the handling, storage, disposal, processing or treatment of waste
 3. Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for an insured or any person or organization for whom the insured may be legally responsible; or
 4. At or from any site or location on which an insured or any contractors or subcontractors working directly or indirectly on behalf of an insured are performing operations:
 - b. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.
 - b. Any loss cost, or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, however, this cost is not allowed in case of loss arising out sudden & Accidental Pollution.
- “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, Reconditioned or reclaimed. All other terms, exclusions and conditions of this policy remain unaltered.

All other terms, exclusions and conditions of this policy remain unaltered

50. Consequential Loss Exclusion

The Company shall not pay for any Loss which the Insured is legally liable to pay for consequential losses flowing from Wrongful Act or Financial Loss in respect of a Claim alleging an act, error or omission of the Insured in the performance of Professional Services in respect of the Project.

All other terms, exclusions and conditions of this policy remain unaltered

51. Pure Economic Loss Exclusion

The Company shall not pay for any Loss which the Insured is legally liable to pay for consequential losses which do not flow from Wrongful Act or Financial Loss in respect of a Claim alleging an act, error or omission of the Insured in the performance of Professional Services in respect of the Project.

All other terms, exclusions and conditions of this policy remain unaltered

52. Dishonesty of Employees Exclusion Endorsement

It is hereby understood and agreed that the Company shall not be liable for any loss in connection with any Claim(s), alleging, arising out of, based upon or attributable to any deliberate conflict of interest, dishonest, deliberately fraudulent or deliberately criminal act or omission or any willful violation or breach of any law or regulation by such Insured

All other terms, exclusions and conditions of this policy remain unaltered.

53. Sign Off Exclusion Endorsement

It is hereby understood and agreed that the Company shall not cover Loss in connection with any Claim arising out of, based upon or attributable to any failure of the Insured to obtain authorization and approval of the final Professional Services prior to delivery to the Third Party.

All other terms, exclusions and conditions of this policy remain unaltered.

54. Cyber Incident Exclusion Endorsement

1 Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this insurance agreement excludes any Cyber Loss.

2 If the insurer allege that by reason of this exclusion any Cyber Loss sustained by the Company is not covered by this insurance agreement, the burden of proving the contrary shall be upon the Company.

Definitions

3 Cyber Loss means all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defence cost, expense or any other amount incurred by or accruing to the Company, including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.

4 Cyber Incident means: 4.1 an unauthorized or malicious act or series of related unauthorized or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or

4.2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or

4.3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust; involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.

5 Computer System means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

All other terms, exclusions and conditions of this policy remain unaltered.

55. Outsourced Work/Contractor/Sub-Contractors Exclusion Endorsement

It is hereby understood and agreed that the Company shall not liable for any loss in connection with any Claim(s), alleging, arising out of, based upon or attributable to any service / activity which are outsourced to a third party to perform professional services on behalf of the Insured

All other terms, exclusions and conditions of this policy remain unaltered.

56. Non Partial / Incomplete Work Exclusion Endorsement

Notwithstanding anything contained in this policy to the contrary, it is declared that this policy shall not apply to any liability arising out of Incomplete / Non Partial work.

All other terms, exclusions and conditions of this policy remain unaltered.

57. Liability arising out of Tunnels, Bridges and Dams Excluded

Insurer will not be liable for any loss arising out of Services / Construction / Consultation provided to Tunnels, Bridges and Dams

All other terms, exclusions and conditions of this policy remain unaltered.

58. Offshore Risks/Oil & Gas Exclusion

It is hereby agreed and understood that policy will not pay any loss resulting/arising out of any Services/Product(s)/Materials supplied to Offshore Risk/Oil & Gas Industries, irrespective of any part of the world.

Offshore/Oil & Gas Definition

- Drilling Platforms
- Pipe Products Used for Offshore
- Oil Exploration
- Gas Utilizes
- Any kind of Professional Services

- Any kind of Products supplied.
 - Petrochemical Industries
 - arising out of usage of Drones of any kind, and for any purpose."
- It is also agreed that bodily injury or property damage including financial loss caused to above industries in any means as part of surrounding area will also be excluded under this policy
All other terms, exclusions and conditions of this policy remain unaltered.

59. Railway Liability Exclusion

It is hereby understood and agreed that the Insurer shall not be liable to make any payment in connection with any claim arising out of, based upon or attributable to, or in any way involving any actual or alleged act from Liability of Railways.

Which means any loss arising out of following:

Damage to Railway Property or the property pertaining to Railway Department.

Damage to Passenger of Railway

Financial Loss incurred by Railway

Passenger Liability – Passenger travelling or at Railway Stations.

arising out of usage of Drones of any kind, and for any purpose."

Above exclusion will be applicable under general (Third party) or Public Liability, Product & Completed Operation under all Liability Policies.

It is also agreed that bodily injury or property damage including financial loss caused to above industries in any means as a part of surrounding area will also be excluded.

All other terms, exclusions and conditions of this policy remain unaltered.

60. Aviation Risk Exclusion

AVIATION LIABILITY EXCLUSION

Notwithstanding anything to the contrary mentioned in the policy or in any of the endorsements, it is hereby declared that the policy will not cover any liability arising out of damage to aircrafts(including missiles or spacecraft, ground support or control equipment used therewith and electronic data employed in such aviation operations)

It is also agreed that no coverages under this policy apply to any damages

(A) arising out of "Aircraft Products and Completed Operations" or / any reliance upon any representation or warranty made with respect thereto, nor to any damages arising out of the grounding of any aircraft.

"Aircraft Product and Completed Operations" - It means:

1) Aircraft (including missiles or spacecraft and ground support or control equipment used therewith and electronic data employed in such aviation operations) and any other goods or products manufactured, sold, handled or distributed by the Insured or any services provided or recommended by the Insured or by others trading under insured's name for use in the manufacture, repair, operation, maintenance or use of any aircraft, and

2) Any articles, furnished by the Insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, including but not limited to ground handling tools and equipment, training aids, instructions, manuals, blueprints, engineering or other data, engineering or other advice, and labor relating to such aircraft or articles.

""Grounding"" means the withdrawal of one or more aircraft for the flight operations or the imposition of speed, passenger or load restrictions on such aircraft by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft or any part thereof sold, handled or distributed by the Insured or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders, or drawings of the Insured or with tools, machinery or other equipment furnished to such persons or organizations by the Insured, whether such aircraft so withdrawn are owned or operated by the same or different persons, organizations or corporations.

A grounding shall be deemed to commence on the date of an Occurrence which discloses such condition, or on the date an aircraft is first withdrawn from service on account of such condition, whichever occurs first.

(B) arising out of ownership, maintenance, use of aircraft, or any operations necessary or incidental to, any airport or aircraft landing area.

(C) arising out of damage to any aviation property or bodily injury as a part of surrounding area will also be excluded.

(D) arising out of usage of Drones of any kind, and for any purpose."

AIRSIDE LIABILITY EXCLUSION

This insurance does not apply to Bodily Injury or Property Damage arising out of the ownership, maintenance, use of locations, including any portion of roads or other accesses that adjoin these locations, by you or any employee or subcontractor in the course of your business which takes place within the confines of restricted access areas of an airport and or its premises, including but not limited to airfields, heliports, runways, hangars or terminals.

All other terms, exclusions and conditions of this policy remain unaltered.

61. Marine Liability Exclusion

It is agreed that no coverages under this policy apply to any damages arising out of any Marine liability, which would include but not be limited to the following list:

Charterers' Liability - Terminal Operation Liability

Safe Berth Legal Liability - Wharfingers Liability

Stevedores Liability - Protection and Indemnity including Collision

Towers Liability - Ship Builders' Liability

Ship Repairers' Legal Liability - U.S. Longshoreman and Harbor Workers

It is further agreed that no coverages under this policy shall apply to any damages arising Out of:

1. Liability arising out of maintenance, fueling, loading or unloading of any watercraft or for any watercraft in the insured's care, custody or control;
2. Personal injury to passengers;
3. Damage to or destruction of any dock, pier, harbor, bridge, buoy, lighthouse, breakwater structure, beacon, cable or to any fixed or movable object or property for which the Insured may be held liable;
4. Liability for cost or expense of, or incidental to, the removal of the wreck of any vessel.
5. Damage to Any Vessel, Marine hull or Ship
6. arising out of usage of Drones of any kind, and for any purpose."

All other terms, exclusions and conditions of this policy remain unaltered.

62. Specific Matter Exclusion - No coverage for Internship

It is hereby understood and agreed that the Company shall not be liable for any loss in connection with any Claim(s), alleging, arising out of, based upon or attributable to any Internship activities. All other terms, exclusions and conditions of this policy remain unaltered.

63. Communicable Disease Exclusion Endorsement

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

All other terms, exclusions and conditions of this policy remain unaltered.

64. Limited Communicable Disease Exclusion

Notwithstanding any provision to the contrary within this reinsurance agreement, this reinsurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing c concurrently or in any other sequence thereto.

Subject to the other terms, conditions and exclusions contained in this reinsurance agreement, this reinsurance agreement will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, rainstorm, hail, tornado, cyclone, typhoon, hurricane, earthquake, seaquake, seismic and/or volcanic disturbance/eruption, tsunami, flood, freeze, ice storm, weight of snow or ice, avalanche, meteor/asteroid impact, landslip, landslide, mudslide, bush fire, forest fire, riot, riot attending a strike, civil commotion, vandalism and malicious mischief.

Definitions

- Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - The method of transmission, whether direct or indirect, includes but is not limited, airborne transmission, body fluid transmission, transmission from or to any surface or object, solid, liquid, or gas or between organisms, and
 - The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

- Time Loss Element means business interruption, contingent business interruption or any other consequential losses.

All other terms, exclusions and conditions of this policy remain unaltered.

65. Criminal Act Exclusion Endorsement

It is hereby understood and agreed that the Insurer shall not be liable for any loss in connection with any Claim(s), alleging, arising out of, based upon or attributable to any deliberate Criminal act in any territory/jurisdiction.

All other terms, exclusions and conditions of this policy remain unaltered

66. Genetically Modified Organisms Exclusions Endorsement

It is hereby understood and agreed that the Insurer shall not be liable to make any payment in connection with any claim arising out of, based upon or attributable to, or in any way involving any actual or alleged act from Genetically Modified Organism.

Any Actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of existence, production, processing, manufacture, sale, distribution, storage, deposit, consumption or use of Genetically Modified Organisms (GMOs).

For the purpose of this exclusion, GMOs shall means and include:

1. Organisms or micro-organisms or cells, or the organisms or micro organisms, cell or cell organelles, from which they been derived, which have been subject to a genetic engineering process which is resulting in their genetic change,
2. Every biological or molecular unit with self replication potential or biological or molecular unit with self replication potential from which they been derived, which has been subject to genetic engineering process which resulted in its genetic change.

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any state, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be deemed to be a part of this definition in addition to the foregoing.

All other terms, exclusions and conditions of this policy remain unaltered.

67. Specific Matter Exclusion Endorsement

The Company shall not be liable for Loss on account of any Claim based upon, arising from, or in consequence of XXXXXXXXXXXXXXXXXXXXX

All other terms, exclusions and conditions of this policy remain unaltered.

68. Coverage Territory and Jurisdiction Endorsement

Notwithstanding anything to the contrary, it is agreed and declared that, **Coverage Territory** is deleted and replaced by the following:

Subject to all terms and conditions of this insurance

Territory: India / Worldwide / Worldwide Excluding XXXXX

This insurance applies only to injury or damage that takes place anywhere worldwide including in the United States, or Canada.

Jurisdiction: India / Worldwide / Worldwide Excluding XXXXX

This insurance apply to any damages, loss, cost or expense in connection with any suit brought worldwide including in the United States, or Canada.

For the purpose of this endorsement, the following definition is added to the policy

United States means the United States of America (including its possessions and territories).

All other terms and conditions remain unchanged

69. Political Risks Exclusion (Insurance) Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses of whatsoever directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss :

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction of or damage to property by order of the government d jure or de facto or by any public authority. Mutiny, civil commotion assuming the proportions or amounting to a popular rising, tribal rising , military rising insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; or

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting form or in connection with any action taken in controlling, preventing, suppressing or in any way relating to above.

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

All other terms, exclusions and conditions of this policy remain unaltered

70. Data Protection & Cyber Liability Endorsement

The Company shall pay on behalf of the Insured Loss arising solely out of Professional Services resulting from a Claim made against the Insured arising from Data Protection Liability as follows:

DataProtection Liability The Company will pay on behalf of any Insured Loss resulting from any Claim for civil liability arising from a Data Security Breach.

The Extension will be subject to INR xxxxxx in aggregate and Deductible of INR xxxxxx shall apply to this Extension for each and every claim

The following Extensions are added to the Policy:

Notification Costs The Company will pay the reasonable fees, costs and expenses incurred by or on behalf of any Insured, with the Companies prior written consent, for the disclosure (legally required or otherwise) of a Data Protection Breach to those natural persons who data protection or privacy rights have been compromised by the Insured

The Extension will be subject to a Sub Limit of **INR xxxxxx** and Deductible of **INR xxxxxx** /- shall apply to this Extension for each and every claim.

Regulatory Actions The Company will pay reasonable and necessary fees and expenses any Insured incurs with Companies prior written consent in the defence of request for information, a civil investigative demand or civil proceeding brought by or on behalf of a governmental agency for Data Security Breach

The Extension will be subject to a Sub Limit of **INR xxxxxx** and Deductible of **INR xxxxxx** shall apply to this Extension for each and every claim.

Regulatory fines & penalties

The Company will pay regulatory fines and penalties (subject to the law of the land) imposed on any Insured for the disclosure (legally required or otherwise) of a Data Protection Breach to those natural persons whose data protection or privacy rights have been compromised by the Insured

The Extension will be subject to a Sub Limit of **INR xxxxxx** and Deductible of **INR xxxxxx** shall apply to this Extension for each and every claim.

Credit Monitoring Cost

The Company will pay to or on behalf of the Insured all reasonable fees for credit monitoring services for possible misuse of any Personal Information as a result of an actual or alleged Data Security Breach

The Extension will be subject to a Sub Limit of **INR xxxxxx** and Deductible of **INR xxxxxx** shall apply to this Extension for each and every claim.

The following Definitions are added to the Policy:

- | | |
|--------------------------|---|
| Computer Attack | means any malicious or unauthorised electronic attack including but not limited to any fraudulent electronic signature, brute force attack, phishing, denial of service attack, that has been initiated by any Third Party or by any Employee. |
| Computer Security | means hardware, software or firmware whose function or purpose is to prevent a Computer Attack or Computer Virus from damaging, destroying, corrupting, overloading, circumventing or impairing the functionality of computer systems, software and ancillary equipment of a Third Party. |
| Computer Virus | means any program or code that is designed to cause loss or damage to a computer system or any part and/or which prevents or impairs a computer system or any part from performing and/or functioning accurately and properly. |

| | |
|------------------------|---|
| Data Security Breach | Means the failure of Computer Security arising from a breach of duty, act, error or omission of any Insured; the transmission of a Computer Virus by any Insured; any Data Protection Breach; or any breach of duty, act, error, misstatement, breach of confidentiality or omission arising from the operation of the Insured's own internet, intranet or extranet sites. |
| Data Protection Breach | means any actual or alleged breach of legislation, or any provisions, rules or regulations regarding data protection and privacy laws of any Third Party by any Insured that first occurs and is reported during the Policy of Insurance. |
| Personal Information | means any private information concerning a Data Subject which has been lawfully collected and maintained by or on behalf of the Insured. |
| Data Subject | means any natural person whose Personal Information has been collected or processed by or on behalf of the Insured. |
| Third Party | means any natural person or entity who deals at arm's length with the Insured and which neither controls or is controlled by the Insured and which is not: (i) an Insured; or (ii) any other natural person or entity having a significant financial investment or executive role in the operation or management of the Insured; (iii) any person or entity who can by virtue of any legal, equitable or commercial right or interest control or influence the board of directors or the management of the Insured or which can be influenced or controlled by the Insured in a similar manner. |

The aggregate limit under all the extensions is **INR xxxxxx**. This extension is part of Limit of Liability mentioned in schedule.

Subject otherwise to the Cover, Conditions and Exclusions of this Policy.

71. SPECIFIC MATTER ENDORSEMENT

It is hereby agreed and declared that

All other terms and conditions remain unchanged.