Bajaj Allianz General Insurance Company Limited
Bajaj Allianz House, Airport Road, Yerewada, Pune-411006,
Reg. no. 113 CIN: U66010PN2000PLC015329

UIN: IRDAN113RP0021V01200910

LAWYERS' PROFESSIONAL INDEMNITY POLICY

Policy Wordings

I. INSURING CLAUSE

The Insurers, in consideration of an agreed premium, and in reliance upon all statements made in the **Proposal Form**, hereby undertake and agree, subject to the terms, definitions, exclusions, limitations, conditions and endorsements of this Policy, to indemnify the **Assured** and/ or individual as set forth in the relevant Insuring Clause for:

PROFESSIONAL INDEMNITY

All sums the **Assured** and/ or any **Employee** shall become legally obligated to pay as **Damages** and **Defence Expenses** resulting from any **Claim** arising out of any **Professional Indemnity Wrongful Act** taking place on or subsequent to the **Retroactive Date** and prior to the expiration of the **Policy Period**, in the **Assured's** and/ or an **Employee's** rendering of, or failure to render **Professional Services**, and which **Claim** is first made against the **Assured** and/ or an **Employee** during the **Policy Period** and reported to Insurers during the **Policy Period**, within 30 calendar days of the expiry of the Policy or prior to the expiry of the **Extended Reporting Period**.

II. DEFINITIONS

For the purposes of this Policy:

1. Assured means the entity named in Item 1 of the Schedule (which entity is herein referred to as the "**Principal Assured**") and:

(1) any entity identified in the **Proposal Form** whose outstanding share ownership interest is more than fifty percent (50%) owned by the **Assured**;

(2) any entity formed or established by the **Assured** after the inception of this Policy, other than through consolidation, merger, purchase or other acquisition, whose outstanding share ownership interest is more than fifty percent (50%) owned by the **Assured**;

(3) any entity acquired by the **Assured** through consolidation, merger, purchase or other acquisition after the inception of this Policy whose outstanding share ownership interest is more than fifty percent (50%) owned by the **Assured** but only as provided for in Condition (D).

2. Change in Control means a change in ownership of voting-shares that results in direct or indirect ownership of the **Assured** by a shareholder or an affiliated group of shareholders of ten percent (10%) or more of such shares. As used in this Condition, control means the power to determine the management or policy of the **Assured** or a controlling holding company of the **Assured** by virtue of voting-share ownership.

3. Claim means a written demand upon the **Assured** and/or any individual covered under the relevant Insuring Clause, for compensation, damages, money, services or other restitution. A demand shall include, but shall not be limited to, any summons or paper instituting suit or arbitration or other civil or administrative proceedings against the **Assured** or such individual. All **Claims** arising out of the same or related acts, errors or omissions shall be deemed to be one **Claim** without regard to the number of demands, suits, proceedings, or claimants.

4. Damages means judgments, awards and settlements, provided any settlement is approved by Insurers, except, however, that **Damages** shall not include: (1) matters which are uninsurable under the law pursuant to which this Policy shall be construed; (2) punitive damages and any multiplication, including trebling of damages; or (3) fines, penalties imposed by law or taxes.

5. Defence Expenses means reasonable and necessary costs and expenses of investigation, adjustment, appraisal, defence, legal fees, litigation, arbitration, mediation and all related fees and expenses paid or incurred by the **Assured** and/or any individual as set forth in the relevant Insuring Clause with the prior written consent of the Insurers, or such costs or expenses incurred by the Insurers in the settlement, litigation, mediation, or arbitration of a **Claim** under this Policy, provided always that **Defence Expenses** do not include: (1) salary charges of employees or officials of the **Assured** or said individual, or (2) salary or administration or overhead charges, or charges of any kind or character whatsoever attributable to any in- house counsel or captive out of house counsel for the **Assured** or said individual, or (3) costs of the Insurer in investigating the claim for their own interests and or other costs in determining the applicability of indemnity under this Policy for any Claim.

6. Employee means any past, present or future:

(1) natural person under a contract of service with the **Assured** and whom the **Assured** compensates by salary, wages or commissions and students and secondees whether compensated by salary, wages or commissions or not, who the **Assured** has the right to govern and direct in the performance of such service; and

(2) director or partner of the **Assured**, but only while carrying out the **Professional Services** of the Assured; and

(3) temporary contract labour whilst under the supervision of the **Assured** within the **Assured's** premises; and

(4) natural person whilst working as a consultant solely for and under the supervision of the **Assured**; and

(5) estate, heir, legal representative or assignee of any person described above, but only in the event of such person's death, incapacity or bankruptcy and only for such person's liability as otherwise covered herein

7. Extended Reporting Period, as set forth more fully in Condition (J), means that period of time following the expiration of the **Policy Period** for the reporting in writing by the **Assured** and/or any covered individual of **Claims** which are first made during such period arising out of acts, errors or omissions which took place on or subsequent to the **Retroactive Date** and prior to the expiration of the **Policy Period**.

8. Outside Director or Officer means:

(1) any natural person or entity who was or now is a director and/ or officer of any **Outside Entity** when such position is undertaken at the request or at the order or at the direction of the **Assured**;

(2) the lawful spouse of any individual described in paragraph (1) above, but only to the extent that such individual is a party to any **Claim** because of his or her capacity as spouse and then only for the purposes of any **Claim** seeking damages recoverable from marital community property, property jointly held by the individual and spouse, or property transferred from the individual to the spouse; and

(3) any estate, heir, legal representative or assignee of any individual described in paragraph (1) or (2) above, but only in the event of such individual's death, incapacity or bankruptcy, and only for such individual's liability as otherwise covered herein.

9. Outside Entity means any entity other than the **Assured**

10. Policy Period means the period of Policy coverage stated in Item 2 of the Schedule

11. Principal Assured means the entity first listed in Item 1 of the Schedule

12. Professional Indemnity Wrongful Act means any actual or alleged:

(1) negligent act, error, omission, misstatement, misleading statement; or

(2) neglect or breach of responsibility, obligation, fiduciary duty, professional duty or trust; or

(3) unintentional breach of confidentiality or copyright; or

(4) libel, slander, defamation or injurious falsehood by reason of words written or spoken; or

(5) dishonest or fraudulent act or omission on the part of an **Employee**

13. Professional Services means the Assured's services as a Law Firm and as specified in the Proposal Form

14. Proposal Form means the Proposal Form for this Policy bearing the date stated in Item 8 of the Schedule and other information attached thereto or furnished to Insurers which materials shall be the basis of this Insurance and are deemed to be a part of this Policy

15. Retroactive Date means the date specified in Item 5 of the Schedule

III. CONDITIONS

(A) OTHER INSURANCE OR INDEMNIFICATION

Where other insurance has been purchased by the **Assured** and/or any individual and such other insurance covers any **Claim** covered by this Policy and is for an amount exceeding the Deductible amount applicable to this Policy, then this Policy shall be in excess of and shall not contribute with such other insurance.

Notwithstanding any 'other insurance' provision contained in any other valid and collectible insurance available to the **Assured** and/ or any individual, this 'Other Insurance' provision

contained herein is controlling and Insurers shall not make any payments under the Insurance afforded by this Policy until the Limits of Indemnity under such other insurance have been exhausted.

(B) CLAIMS HANDLING

The Principal **Assured** shall give to Insurers written notice as soon as reasonably practicable, but in no event later than sixty (60) days, after any partner of the Principal Assured becomes aware of:

(a) any act, error or omission which may reasonably be anticipated to give rise to a **Claim** against the **Assured** and/or such covered individual;

(b) any notice, advice or threat, written or oral, that any person or organisation intends to hold the **Assured** and/or such covered individual liable; or,

(c) any **Claim** made against the **Assured** and/or such covered individual

The written notice shall provide full particulars about the potential claim or **Claim**.

If written notice is provided pursuant to paragraph (a) or (b) above, then any **Claim** which arises out of such circumstance(s) or event(s) which is subsequently made against the **Assured** and/ or the individual covered and which is reported to Insurers in accordance with the paragraph below shall be deemed for the purposes of this Policy to have been made and reported at the time such earlier notice of the circumstances or events was provided to Insurers.

The written notice required under this Condition shall be forwarded to those identified in Item 9 of the Schedule.

It shall be the duty of the **Assured** and/ or the individual named, and not the duty of the Insurers to defend **Claims** made against the **Assured** or said individuals. However Insurers shall be entitled at their election to take over conduct in the name of the **Assured**, the defence, investigation or settlement of any **Claim** where they deem it will be in their interest to do so.

The **Assured** and/or the individual named agree to provide Insurers with all information, assistance and cooperation which the Insurers reasonably request and agree that in the event of a **Claim** the **Assured** or said individuals will do nothing that may prejudice the Insurers' position or their potential or actual rights of recovery.

The **Assured** and/ or the individual named agree not to admit to any liability or to settle any **Claim** or incur any **Defence Expenses**, or otherwise assume any contractual obligation or admit any liability with respect thereto, without the Insurers' written consent, which shall not be unreasonably withheld. Insurers shall not be liable for any settlement of a **Claim**, **Defence Expenses**, assumed obligation or admission of liability to which they have not consented. The **Assured** or said individuals shall not unreasonably withhold consent to a settlement recommended by the Insurers of any **Claim**.

If the **Assured** and/ or the individual named shall refuse to consent to any settlement or compromise recommended by the Insurers and elects to contest the **Claim**, Insurers' liability for any **Damages** and **Defence Expenses** shall not exceed the amount for which the **Claim** could have been settled plus the **Defence Expenses** incurred up to the time of such refusal, or the Limit of Indemnity, whichever is less.

(C) RIGHTS AND DUTIES OF THE PRINCIPAL ASSURED

The **Principal Assured** shall act for all covered individuals and entities for all the purposes of this Policy. The **Principal Assured** represents that it is empowered by all covered individuals and entities to negotiate and agree on their behalf all amendments to the terms, conditions and limitations of this Policy. The **Principal Assured** further represents that it is empowered to receive on behalf of all covered individuals and entities all notices, including notice of cancellation, and agrees that all notices by Insurers to the **Principal Assured** shall be binding on all covered individuals and entities.

The liability of the Insurers for all **Claims** made against the **Principal Assured** and any or all covered individuals or entities shall not exceed the amount for which the Insurers would be liable had all such **Claims** been made against any one such individual or entity. Payment by the Insurers to the **Principal Assured** of **Claims** involving any covered individual or entity shall fully release the Insurers with respect to such **Claim**.

(D) ADDITIONAL OFFICES OR EMPLOYEES, CONSOLIDATION, MERGER OR PURCHASE OF ASSETS - NOTICE

If the **Assured** shall, while this Policy is in force, establish any additional offices, other than by consolidation or merger with or purchase or acquisition of assets or liabilities of another entity, such offices shall be automatically covered hereunder from the date of such establishment without the requirement of notice to the Insurers or the payment of additional premium for the remainder of the **Policy Period**.

If the **Assured** shall, while this Policy is in force, consolidate or merge with or purchase or acquire assets or liabilities of another entity, this Policy shall, subject to the Policy terms and conditions, cover any **Claim** that is made after the date of transaction which arises out of an act, error or omission that:

(1) took place or may take place in such newly acquired offices or premises subsequent to the date of such transaction, or

(2) arose or may arise out of the assets or liabilities acquired by the **Assured** as a result of such transaction subsequent to the date of such transaction

provided that the total assets of the consolidated, merged, purchased or acquired entity is less than ten percent (10%) of the total assets of the **Assured** as declared in the last audited report and accounts, otherwise the **Assured** shall not have coverage as is afforded under this Policy unless the **Assured** shall

(a) give the Insurers written notice of the proposed consolidation, merger or purchase or acquisition of assets or liabilities prior to the proposed effective date of such action, and

(b) obtain the written consent of the Insurers to extend the coverage provided by this Policy to such additional offices or premises, employees and other exposures on such terms as required by Insurers, and

(c) upon obtaining such consent, pay to the Insurers any additional premium required

(E) NOTICE OF CHANGE OF CONTROL

When the Principal **Assured** learns of a **Change in Control**, it shall, within 30 (thirty) days, give written notice to the Insurers including full details.

Insurers reserve their rights to amend the terms and conditions of this Policy upon receipt of the details of the **Change in Control**.

Failure to give the required notice shall result in automatic termination of coverage for any **Claim** involving a transferee, to be effective upon the date of share transfer.

(F) LIMIT OF INDEMNITY

(1) Aggregate Limit of Indemnity

The Insurers' total liability for all **Claims** made during the **Policy Period**, including **Defence Expenses**, is limited to the Aggregate Limit shown in Item 3 of the Schedule.

The Aggregate Limit of Indemnity shall be reduced by the amount of any payment made under this Policy. Upon exhaustion of the Aggregate Limit of Indemnity, the Insurers shall have no further duty:

(a) to indemnify the **Assured** and/ or any covered individual under this Policy for any **Claims**; and/or

(b) to indemnify the **Assured** and/ or any covered individual for any **Defence Expenses** in connection with such **Claims**; and/or

(c) to continue the defence of the **Assured** and/ or any covered individual, in the event of the Insurers' prior election to conduct the defence of any **Claim**, suit or legal proceedings. Upon notice by the Insurers to the **Principal Assured** that the Aggregate Limit of Indemnity has been exhausted, the **Assured** and/or any such individual shall assume all responsibility for its defence at its own cost

The Aggregate Limit of Indemnity shall not be re- established in whole or in part by any recovery affected subsequent to any payment made under this Policy.

(2) Multiple Assureds, Claims and Claimants

The inclusion herein of more than one covered individual or entity or the making of **Claims** suits by more than one person or entity shall not operate to increase the Limits of Indemnity under this Policy.

(G) NON-CUMULATIVE COVER

Regardless of the number of years this Policy or any succeeding policy of a like nature with the Insurers shall continue in force and the number of premiums which shall be payable or paid, the liability of the Insurers shall not be cumulative in amounts from year to year or from period to period.

(H) DEDUCTIBLE

The Insurers shall be liable hereunder, subject to Condition (F), only for the amount by which each and every **Claim** exceeds the applicable Deductible stated in Item 4 of the Schedule for the Insuring Clause applicable to such **Claim**.

The Deductible amount stated in Item 4 of the Schedule applies to each and every **Claim** made against the **Assured** or individual covered. The Deductible shall be paid by or on behalf of the **Principal Assured**, or upon the **Principal Assured's** failure to pay, jointly and severally by such other covered individuals or entities and shall be applied to the payment of **Damages** and **Defence Expenses** resulting from all acts, errors or omissions giving rise to **Claims** for which written notice is received by Insurers during the **Policy Period**. It is agreed that all **Claims** arising out of the same or related acts, errors or omissions shall be deemed to be one **Claim**

without regard to the number of demands, suits, proceedings, or claimants and shall be subject to one Deductible.

The **Principal Assured** shall make direct payments within the Deductible to appropriate parties as designated by Insurers. In the event Insurers advance any payment which is the responsibility of the **Principal Assured** pursuant to the Deductible obligations, the **Principal Assured**, or upon the **Principal Assured's** failure to pay, all covered individuals and entities, jointly and severally, shall promptly reimburse Insurers for such payment.

(I) CANCELLATION

The **Assured** may at any time during the policy period have the right to cancel this Policy. In the absence of any **Claim** being reported in the **Policy Period** to Insurers and for which Insures have confirmed indemnity, such cancellation shall be subject to a pro rata return of premium.

The Insurers may cancel the Policy, from inception only in the event of non payment of premium within the agreed payment terms by giving at least 15 days written notice to the Assured, in which case such cancellation will be effective from the inception of the Policy.

(J) EXTENDED REPORTING PERIOD

(1) Option to Purchase

If this Policy is cancelled or non-renewed by Insurers, then the **Principal Assured** shall have the option to purchase an **Extended Reporting Period**.

The **Principal Assured** must exercise such option within thirty (30) days after the expiration of the **Policy Period** by providing written notice to Insurers and, with the written notice, the required premium.

The coverage provided by an **Extended Reporting Period** applies to the **Assured** and any covered individual, however, the Insurers shall have no obligation to provide notice to any covered individual or entity of the availability of an **Extended Reporting Period** for such individual or entity.

It is understood and agreed that the quotation of a materially different premium and/or deductible(s) and/ or limit(s) of indemnity and/ or a change in the terms does not constitute cancellation or non-renewal by Insurers.

(2) Period of Time and Premium Charged

If the **Principal Assured** exercises its option to purchase an **Extended Reporting Period**, the period of time and the premium charged for such period shall be as set forth in Item 6 of the Schedule.

An **Extended Reporting Period** is not renewable.

(3) Limit of Indemnity

The liability of the Insurers for all **Claims** reported during an **Extended Reporting Period** shall be part of and not in addition to the Limits of Indemnity for the **Policy Period** as set forth in Items 2 and 3 of the Schedule. In accordance with Condition (F), the limits available during an **Extended Reporting Period** may have been reduced by payments

during the **Policy Period**, and any payment made during an **Extended Reporting Period** shall also reduce the available Limits of Indemnity.

(4) Premium Fully Earned

The premium paid for an **Extended Reporting Period** shall be deemed fully earned. In the event, however, that the **Assured** purchases any contract of insurance which replaces, in whole or in part, the coverage afforded under this Policy, such period shall cease and the Insurers shall refund, as if unearned, the pro rata portion of the premium.

(5) No Extension of Policy Period

The granting of an **Extended Reporting Period** does not extend the **Policy Period** and such period shall not be construed to be a new policy.

If, during an **Extended Reporting Period**, the **Assured** and/ or any covered individual gives written notice to the Insurers of a **Claim**, that **Claim** shall be deemed to have been made on the last day of the **Policy Period** and any subsequent **Claims** arising out of the same or related acts, errors or omissions shall also be deemed to have been made on the last day of the **Policy Period**.

(6) No Option in the Event of Non-payment of Premium or Fraud

If the Policy is cancelled for non-payment of premium or avoided for misrepresentation, non-disclosure or fraud, then no **Extended Reporting Period** shall be afforded under this Policy.

The written notice required under this Condition shall be forwarded to those identified in Item 9 of the Schedule.

(K) SUBROGATION

It is agreed that Insurers, upon the payment of any **Claim** hereunder, shall become subrogated to the extent of such payment to all the rights and remedies of the **Assured** and/ or any covered individual in respect of such **Claim**, and the **Assured** and/ or any such individual agrees to execute all necessary documents and to otherwise co- operate fully in securing for Insurers all such subrogated rights and remedies. Insurers agree to waive any rights of subrogation against any **Employee** except in respect of any liability arising from or contributed to by any dishonest, fraudulent, criminal or malicious act or omission on the part such individual.

Any amount so recovered shall be apportioned as follows: first, for the repayment of costs and expenses incurred toward subrogation; second, to any amounts paid by the **Assured** and/ or any covered individual in excess of the **Deductible**; third, to any amounts paid by Insurers; fourth, to any amounts paid by any other insurance carrier; and last, to the amount of the applicable **Deductible**.

(L) REPRESENTATION OF ASSURED

The **Principal Assured** has represented, acknowledged and agreed:

(1) that any and all information and statements supplied by the **Assured** and/ or any covered individual to the Insurers are true, accurate and complete and shall be deemed to constitute material representations made by the **Assured** and/or any such individual or entity;

(2) that the Insurers have issued this Policy in reliance upon the representations of the **Principal Assured** and/ or any covered individual or entity; and

(3) that this Policy, endorsements thereto, together with the completed and signed **Proposal Form** and any and all supplementary information and statements provided by the **Assured** and/ or any covered individual to the Insurers (all of which are deemed to be incorporated herein) embodies all of the agreements existing between the **Assured** and/ or such individual and the Insurers and shall constitute the entire contract between the **Assured** and/ or any such individual and the Insurers

However, Insurers will not avoid this policy for misrepresentation or non-disclosure unless the Assured is unable to provide evidence that any such misrepresentation or non-disclosure was innocent and free from intent to deceive or desire to obtain terms that would otherwise have been unavailable.

(M) POLICY JURISDICTION

This Policy provides coverage for **Claims** made against the **Assured** and/ or any covered individual or entity which are brought anywhere in the World. However, in respect of any **Claim** brought in the USA or Canada, an additional deductible of USD50,000 will apply in addition to the basic deductible specified in the Schedule.

(N) SERVICE OF PROCESS

It is agreed that any summons, notice or process to be served upon the Insurers for the purpose of instituting any legal proceedings against them in connection with this Policy may be served upon the firm identified in Item 9 of the Schedule.

(O) ARBITRATION

(1) Any and all disputes or differences which may arise under, out of, in connection with or in relation to this Policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this Policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s). The Insurers shall serve notice on the Insured at its last known address, and the Insured shall serve notice on the Insurers at the address given in the Policy Schedule

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

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

(4) It is hereby agreed that the place of arbitration shall be India, the language of the arbitration shall be English; the law applicable to and in the arbitration shall be Indian law; the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time, and only the amount awarded in the arbitration shall be recoverable in respect of the dispute or difference so referred

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

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

IV. EXCLUSIONS

THIS POLICY DOES NOT COVER ANY AMOUNT OF DAMAGES OR DEFENCE EXPENSES ARISING OUT OF:

(A) injury to the body, sickness, or disease sustained by any person, including death resulting from such injuries, or mental injury, mental anguish, mental tension, emotional distress, pain or suffering or shock sustained by any person whether or not resulting from injury to the body, sickness, disease or death of any person unless such Claim is caused by a Professional Indemnity Wrongful Act

(B) any liability assumed under any contract, agreement, express warranty or guarantee except that liability which would have attached to the **Assured** in the absence of such contract, agreement, express warranty or guarantee

(C) the return or payment of commission monies or any other fees, costs or expenses paid to or charged by the **Assured**

(D) damage to or destruction of any tangible property including loss of use thereof, except when covered under the Insuring Clause, except that this Exclusion shall not apply to any loss of documents where coverage is provided under this Policy

(E) any act, error, omission, misstatement, misleading statement, neglect or breach of duty or breach of responsibility, obligation or duty, matter, fact, circumstance, situation, transaction, casualty, or event which:

(1) is the subject of any notice given prior to the effective date of this Policy under any other policy; or

(2) took place prior to the **Retroactive Date**, or

(3) in any way involves or is in any way related to (1) or (2) above, or

(4) the **Assured** and/or any individual covered under the relevant Insuring Clause, prior to the effective date of this Policy, knew, or could have reasonably foreseen, may be the basis for a **Claim** covered under this Policy or any prior policy, or

(5) took place at an entity prior to the date such entity was acquired by the **Assured**, unless specifically agreed to by Insurers pursuant to Condition D

(F) (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 exclusion, **act of terrorism** shall mean an act or thing by any person or group(s) of persons, whether acting alone or on behalf of or in connection with or in connivance with or at the instance or instigation of any person or group(s) or organization(s) or association(s), who are committed or proclaimed to be committed for political, religious or ideological purposes, whether such person or group(s) of persons or organization(s) or association(s) are or are not banned by any law, in such a manner or with intent to threaten the unity, integrity, security or sovereignty of India or to strike terror in the people or any section of the people by using bombs, dynamite or other explosive substances or inflammable substances or fire arms or other lethal weapons or by any other means whatsoever, with intend to cause, or likely to cause, death of, or injuries to any person or persons or loss of, or damage to, or destruction of, property or disruption of any supplies or services essential to the life of the community or causes damage or destruction of any property or equipment used or intended to be used for the defense of India or in connection with any other purposes of the Government of India, any State Government or any of their agencies, or detains any person and threatens to kill or injure such person in order to compel the Government or any other person to do or abstain from doing any act. Provided further that for the above acts appropriate criminal prosecution has been initiated by police and charge sheet has been filed in competent court of criminal jurisdiction, either under special law or under general law.

Also excluded is 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 Insurers 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

(G) seepage, pollution or contamination of any kind whether sudden or over a long period of time

(H) any nuclear contamination, nuclear reaction or radiation regardless of cause

(I) resulting from the dishonest or fraudulent act of a principal, partner or director of the **Assured**; however, this exclusion will not apply as against any innocent principal, partner or director, provided that no more than one principal, partner or director was aware of or condoned the commission of the dishonest or fraudulent act

(J) resulting from infidelity or wrongful conversion, or any criminal, wilful, intentional or malicious act, error or omission by the **Assured** or anyone acting on its behalf that takes place with the knowledge of or is condoned by any partner, principal or director of the **Assured**

(K) a position as an **Outside Director or Officer,** unless such position has been disclosed to Insurers and provided always that the **Outside Entity** has valid directors' & officers' liability insurance cover indemnifying its directors and officers in relation to any wrongful act

(L) any suit or legal or administrative proceeding brought by or on behalf of or in the name or right of any other covered individual or entity under this Policy, except and to the extent that such **Claim** is in the form of a cross- claim, third party claim or otherwise for contribution or indemnity which is part of or results directly from a **Claim** which is not otherwise excluded from this Policy

(M) the Employment Provident Fund Act of 1952 (India), Payment of Gratuity Act 1972 (India), the Employee Pensions Scheme 1995 (India), Employment Retirement Income Security Act of 1974 or the Pensions Act 1995 (UK) or any regulations promulgated there under or similar provisions of any United States of America, International or other National or federal, state or local statutory or common law, except to the extent that such **Claim** is made against the Assured for rendering , or failing to render Professional Services in respect of such legislation

(N) any actual or alleged violations of the Racketeer Influenced and Corrupt Organisations Act 18 USC Section 1961 et seq and any amendments thereto, or any rules or regulations promulgated there under, except to the extent that such **Claim** is made against the Assured for rendering, or failing to render Professional Services in respect of such legislation

(O) any actual or alleged violation of any securities, anti-trust, restraint of trade or unfair trade practices, except to the extent that such **Claim** is made against the Assured for rendering, or failing to render Professional Services in respect of such legislation

(P) based upon, arising out of, directly or indirectly, resulting from or in consequence of, or in any way involving, any act, error, omission, misstatement, misleading statement, neglect or breach of duty or breach of responsibility, obligation or duty, matter, fact, circumstance, situation, transaction, casualty, or event actually or allegedly committed subsequent to a **Change in Control**, unless specifically agreed to by Insurers pursuant to Condition E

(Q) any infringement of Patents, Registered Designs, Trade Marks or Passing-off , except to the extent that such Claim is made against the Assured for rendering, or failing to render Professional Services in respect of the laws of Copyright, Patents, Registered Designs, Trade Marks or Passing-off

(R) any loss sustained by any **Employee** as a beneficiary of any trust or estate except when the **Employee** is a client of the **Assured** and is not involved in the rendering of or failure to render the **Professional Services** relating to the trust or estate.

(S) any **Claim** arising out of any **Employee's** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organisation, corporation, company or business other than that of the **Assured**. It is agreed that this Exclusion shall not apply to any Claim where the Employee's activities described in this paragraph are necessary to perform the Professional Services of the Assured.

(T) any **Claim** made by or against or in connection with any business enterprise (including the ownership, maintenance or care of any property in connection therewith), not named in Item 1

of the Schedule, which is owned by any **Assured** and where there is no rendering, or failure to render Professional Services.

(U) any **Claim** arising out of any individual's capacity as an elected public official or as an employee of a governmental body, subdivision, or agency thereof unless the individual is deemed an **Employee** solely by virtue of rendering legal services to such governmental body, the remuneration for which services inures to the benefit of the **Assured**

(V) any **Claim** or that part of any **Claim** demanding return or waiver of fees charged for **Professional Services**

V. AUTOMATIC COVERAGE EXTENSIONS

(A) COURT ATTENDANCE

For any **Assured** who actually attends court as a witness in connection with a **Claim** notified under and covered by this Policy, Insurers will pay:

(i) for any principal, partner or director of the **Assured**:	INR 30,000
(ii) for any other **Employee**:	INR 15,000

per day for each day on which attendance in court has been required

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

(B) LOST DOCUMENTS

With respect to a third party's documents that are in the custody of the **Assured**:

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

Insurers will pay the **Assured** for the cost of replacing or restoring such documents, provided that a diligent search has been undertaken for any lost documents.

The coverage provided by this extension is subject to a Limit of Indemnity of INR 20,00,000 in all and a **Deductible** of INR 20,000 for each **Claim**. Any **Claim** under this Extension must be supported by evidence of expenditure and is subject to approval of such expenditure by Insurers. Any **Claim** caused by normal wear and tear, gradual deterioration, or insect, moth or vermin damage is excluded.

12. Grievance Redressal Procedure

Bajaj Allianz General Insurance has always been known as a forward looking customer centric organization. We take immense pride in the spirit of service and the culture of keeping customer first in our scheme of things. In order to provide you with top-notch service on all fronts, we have provided you with multiple platforms via which you can always reach one of our representatives.

Level 1 In case you have any concern, you may please reach out to our Customer Experience Team through any of the following options: • Our Website @ https://general.bajajallianz.com/Corp/aboutus/general-insurance-customer-service.jsp • Call us on our Toll free no 1800 209 5858 • Mail us on bagichelp@bajajallianz.co.in • Write to Bajaj Allianz General Insurance Co. Ltd. Bajaj Allianz House, Airport Road, Yerwada Pune- 411006
Level 2 In case you are not satisfied with the response given to you by our team, you may write to our Grievance Redressal Officer **Mr. Jerome Vincent** at ggro@bajajallianz. co.in
Level 3 If in case, your grievance is not resolved and you wish to talk to our care specialist, please Give a missed on +91 80809 45060 OR SMS <WORRY> To 575758 and our care specialist will call you back
If you are still not satisfied with the solutions provided, write to Mr. Ankit Goenka, Head of Customer experience directly at head. customerservice@ bajajallianz.co.in.
Grievance Redressal Cell for Senior Citizens Bajaj Allianz introduces a dedicated team for all the senior citizens, so no more wait time, no more standing in long queue. Senior citizens can now contact us on 1800-103-2529 or write to us at seniorcitizen@bajajallianz.co.in

In case your complaint is not fully addressed by the insurer, You may use the Integrated Greivance Management System (IGMS) for escalating the complaint to IRDAI or call 155255 . Through IGMS you can register your complain online and track its status. For registration please visit IRDAI website www.irda.gov.in.
If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

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

Office Details	Jurisdiction of Office Union Territory,District)
CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in	Delhi
GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, ""Moin Court"", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.

Office Details	Jurisdiction of Office Union Territory,District)
ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhab-dra,Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao,Sita-pur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi,Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar,Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri,Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad,Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Sham-li, Rampur,Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur

Office Details	Jurisdiction of Office Union Territory,District)
PATNA Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building,Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor,C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

Note: Address and contact number of Governing Body of Insurance Council

Secretary General - Governing Body of Insurance Council
Jeevan Seva Annexe, 3rd Floor, S.V. Road, Santacruz (W), Mumbai - 400 054
Tel No: 022-2610 6889, 26106245, Fax No. : 022-26106949, 2610 6052, E-mail ID: inscoun@vsnl.net