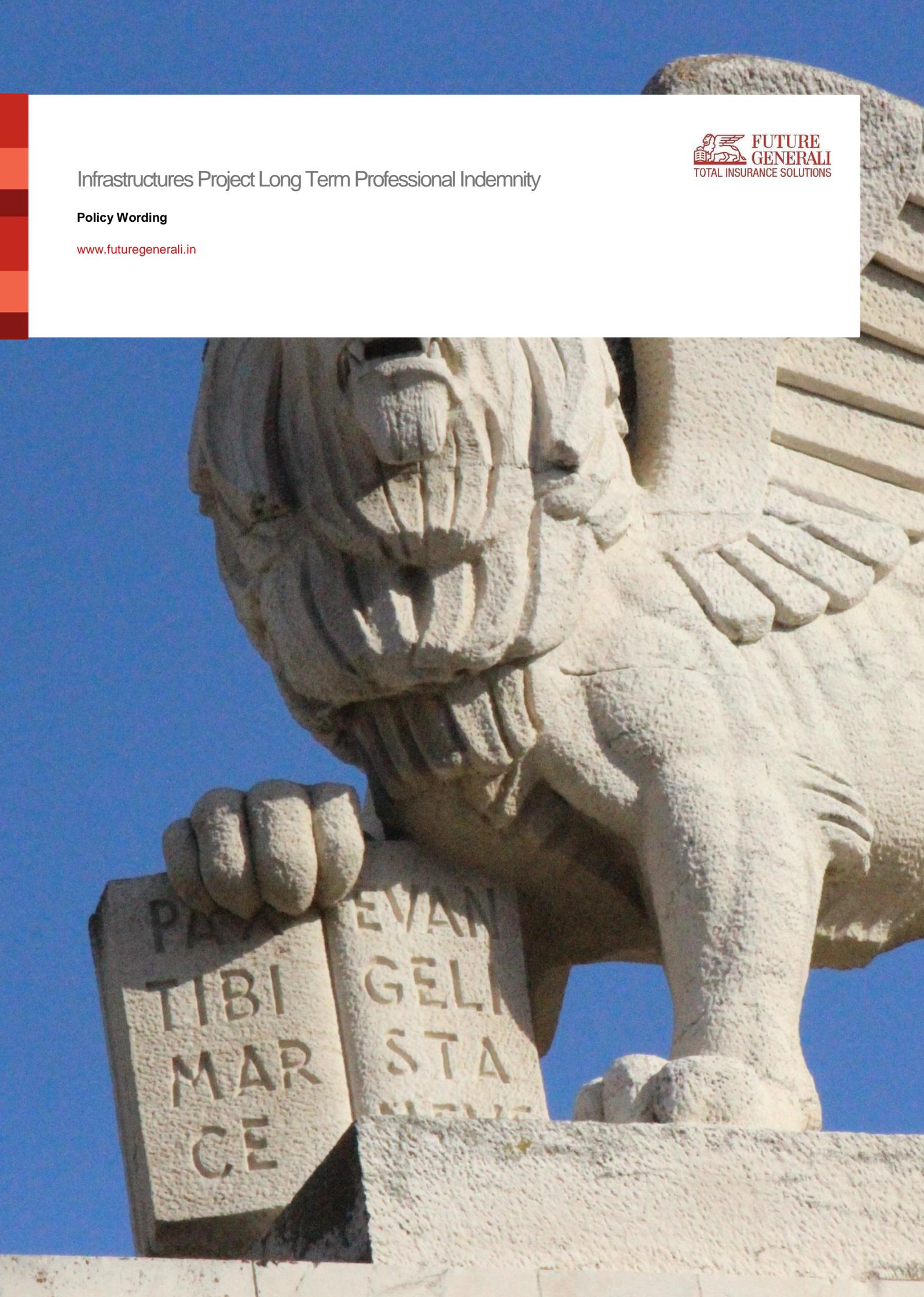


## Infrastructures Project Long Term Professional Indemnity

### Policy Wording

[www.futuregenerali.in](http://www.futuregenerali.in)



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## Policy Schedule

	<b>Policy Number</b>	XXXXXXXX
Item 1.	<b>Company Name</b>	XXXXXXXX
	<b>Principle Address of Company</b>	
	<b>Country of Incorporation</b>	XXXXXXXX
Item 2.	<b>Policy Period</b> <i>Including construction, erection, testing, commissioning and maintenance period for the following project:</i>	From: XX/XX/XX To: XX/XX/XX 12:01am at the address stated in Item 1.
	<b>Any other Conditions/Specific Exclusion</b>	
Item 3.	<b>The Project</b>	XXXXXXXXXXXXXXXXXXXX
Item 4.	<b>Limit of Indemnity</b>	XXXX
Item 5.	<b>Excess</b>	XXXX
Item 6.	<b>Extended Reporting Periods</b>	XXXX
Item 7.	<b>Inquiries</b>	XXXX
Item 8.	<b>Intellectual Property Rights</b>	XXXX
Item 9:	<b>Loss of Documents</b>	XXXX
Item 10.	<b>Fraud and Dishonesty</b>	XXXX
Item 11.	<b>Other Extensions</b>	XX/XX/XX
Item 12.	<b>Retroactive Date</b>	XX/XX/XX
Item 13.	<b>Territorial Limits</b>	XXXXXXXX
Item 14.	<b>Professional Services</b>	XXXXXXXX
Item 15.	<b>Broker/IMD Details</b>	
	<b>Policy Issuance Office Address</b>	

## The Contract of Insurance

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This policy, the information provided by the **Insured** and/or the **Proposal** form, the declaration made by the **Insured** and the policy schedule should be read together and shall form the basis of the contract of insurance.

In return for the **Insured** having paid or agreed to pay the premium for the **Period of Insurance**, the **Insurer** agree to pay as follows:

## Policy Cover Section

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The **Insurer** will pay on behalf of the **Insured** any **Loss** arising from a **Claim** as a result of **Breach of Duty** related to the **Project**, provided that such **Claim** is first made and notified to the **Insurer** during the **Period of Insurance** or the **Extended Reporting Period**.

## Extensions

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### 1. Inquiries

The **Insurer** will pay on behalf of the **Insured** any **Inquiry Costs** which the **Insured** incurs with the prior written consent of the **Insurer** in preparing and attending at any **Inquiry** provided that:

- i. An **Insured** is legally required to attend at such **Inquiry**; and
- ii. The **Insurer** agrees the **Inquiry** is likely to give rise of a **Claim**.

The maximum amount the **Insurer** will pay under this extension for any **Inquiry** or **Inquiry Costs** is sub-limit of liability specified in the schedule.

### 2. Intellectual Property Rights

The **Insurer** will pay on behalf of the **Insured** any **Loss** which the **Insured** becomes legally liable to pay as a result of a **Claim** alleging the **Insured** has infringed **Intellectual Property Rights** in the provision of **Professional Services**. No coverage is provided under this extension is available where such any **Loss** No coverage as provided under this extension exists for **Claims** resulting from any intentional infringement of **Intellectual Property Rights** in respect of the **Project**.

The maximum amount the **Insurer** will pay under this extension for any **Claim** or **Defense Costs** is sub-limit of liability specified in the schedule.

### 3. Loss of Documents

The **Insurer** will pay on behalf of the **Insured** the costs the **Insured** is legally liable to pay for replacing or restoring of any **Documents** which are destroyed or damaged. All costs incurred, must have the prior written consent of the **Insurer**. No coverage as provided under this extension exists for **Claims** resulting from any intentionally destroyed or damaged **Documents**.

The **Insurer** will not pay for any destruction, damage or loss resulting from:

- i. wear and tear or gradual deterioration;
- ii. any computer virus; or
- iii. any loss of money.

The maximum amount the **Insurer** will pay under this extension for any **Claim** or **Defense Costs** is sub-limit of liability specified in the schedule.

#### 4. Indemnity to Principal

The **Insurer** will pay any principle of the **Insured** which becomes legally liable to pay as a result of any **Claim** for **Breach of Duty** made against the principal by any other party than the **Insured**. The **Claim** must result from a **Breach of Duty** of the **Insured** or any Employee of the **Insured**.

#### 5. Defamation

The **Insurer** will pay on behalf of any **Insured** any **Loss** resulting from any **Claim**, alleging any libel, slander, or defamation by the **Insured** in the provision of **Professional Services** in respect of the **Project**.

No coverage is provided under this extension where such **Loss** for libel, slander, or defamation arises from:

- i. by an admission of such event by any **Insured**;
- ii. or by a judgement or finding of a court, tribunal, commission or arbitrator that such **Claim** is arising from an intentional libel, slander, or defamation.

#### 6. Fraud and Dishonesty

The **Insurer** will pay on behalf of the **Insured** any **Loss** resulting from any **Claim** alleging the conduct of the **Insured** in the provision of **Professional Services** in respect of the **Project**.

No coverage is provided under this extension where such **Loss** arises from:

- i. Intentional **Breach of Duty**; or
- ii. a **Claim** for **Loss** of money, negotiable instruments including shares, bearer bonds, coupons, stamps, bank or currency notes.

The maximum amount the **Insurer** will pay under this extension for any **Claim** or **Defense Costs** is sub-limit of liability specified in the schedule.

#### 7. Pollution

The **Insurer** will pay on behalf of the **Insured** any **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging the presence, discharge, dispersal, release or escape of any **Pollutant** or the cost of removing, nullifying or cleaning up any **Pollutant** in the performance of **Professional Services** in respect of the **Project**.

#### 8. Consequential Loss

The **Insurer** will pay on behalf of the **Insured** any **Loss** which the **Insured** is legally liable to pay for consequential losses flowing from property damage 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**.

#### 9. Pure Economic Loss

The **Insurer** will pay on behalf of the **Insured** any **Loss** which the **Insured** is legally liable to pay for consequential losses which do not flow from personal injury and/or property damage 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**.

## Policy Definitions

Each time one of the words or phrases listed below is used in bold italics, it will have the same meaning wherever it appears in the policy

<b><i>Bodily Injury</i></b>	Any injury, death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.
<b><i>Breach of Duty</i></b>	Any actual or alleged negligent act, negligent error, or negligent omission committed solely in the performance of or failure to perform <b><i>Professional Services</i></b> .
<b><i>Claim</i></b>	Any <ol style="list-style-type: none"> <li>1. Legal proceeding commenced in a court of law; or</li> <li>2. written demand for damages, compensation or specific non-pecuniary relief holding any <b><i>Insured</i></b> or the <b><i>Insured</i></b> responsible for a <b><i>Breach of Duty</i></b>; or</li> <li>3. criminal proceeding(s) upon receipt of a formal allegation; or</li> <li>4. notice of formal administrative or formal regulatory proceeding(s); or</li> <li>5. arbitration proceeding; or</li> <li>6. any Legal proceeding either written or oral demand by a third party for compensation or damages against an <b><i>Insured</i></b>.</li> </ol>
<b><i>Defense Costs</i></b>	<p>The reasonable and necessary costs and expenses incurred by the <b><i>Insured</i></b> in the investigation or defense of any <b><i>Claim</i></b> provided costs and expenses have been incurred with Insurer's prior written consent.</p> <p>This definition does not include the <b><i>Insured's</i></b> management costs or any overtime, wages, salaries or fees of any Insured or any Employees.</p>
<b><i>Documents</i></b>	All documents on any nature whether written, printed or reproduced by any method including computer records and electronic or digital data; in the possession or control of the Insured or the property of the Insured; but does not include any currency, negotiable instruments or records thereof.
<b><i>Excess</i></b>	The first part of each and every payment in relation to a <b><i>Claim</i></b> or <b><i>Loss</i></b> which is payable by the <b><i>Company</i></b> rather than the <b><i>Insurer</i></b> . The amount of the <b><i>Excess</i></b> is stated in the policy schedule.
<b><i>Extended Reporting Period</i></b>	The period after the end of the <b><i>Period of Insurance</i></b> during which the <b><i>Insured</i></b> may continue to notify <b><i>Claims</i></b> or <b><i>Breach of Duty</i></b> Committed by the Insured during the <b><i>Period of Insurance</i></b> For the avoidance of any doubt: (i) any <b><i>Breach of Duty</i></b> after the <b><i>Period of Insurance</i></b> shall be excluded; (ii) the Extended Reporting Period shall not serve to increase or reinstate the <b><i>Limit of Indemnity</i></b> nor reduce any of the <b><i>Insured's</i></b> obligations pursuant to this <b><i>policy</i></b> . If no Extended Reporting Period is stated in Item 6 of the Schedule it shall be deemed to be not applicable and no additional time for notification shall be granted.
<b><i>Insured</i></b>	The <b><i>Company</i></b> as listed in Item 1 of the Schedule; or any natural person, who is or has been a principal, partner, director or employee of the <b><i>Insured</i></b> or any subsidiary in the <b><i>Insured</i></b> , but only while providing <b><i>Professional Services</i></b> on behalf of the <b><i>Insured</i></b> .
<b><i>Insured's Product</i></b>	Means any product or good manufactured, supplied, sold, installed, assembled, repaired, erected or maintained by the <b><i>Insured</i></b> .
<b><i>Interrelated Breach of</i></b>	Any <b><i>Breach of Duty</i></b> that has as a common nexus any fact,

<b>Duty</b>	circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.
<b>Intellectual Property Right</b>	All existing and future intellectual property rights throughout the world in whatever media, whether registered or unregistered and whether or not capable of registration, including copyright, trademarks, trade names, domain names, brand names, slogans, logos, emblems and designs (and all applications or renewals for the protection or registration of these rights) together with all confidential information concerning trade secrets, know-how, formulae, methods or routines and other proprietary technology.
<b>Inquiry</b>	Any <b>Inquiry</b> or hearing related to the provision of <b>Professional Services</b> by the <b>Insured</b> in relation to the <b>Project</b> if findings from such <b>Inquiry</b> or hearing could be lead to a <b>Claim</b> being made against the <b>Insured</b> which may be covered under this policy.
<b>Inquiry Costs</b>	<p>The reasonable and necessary costs and expenses incurred by the Insured in the investigation or defense of any <b>Inquiry</b> provided costs and expenses have been incurred with Insurer’s prior written consent.</p> <p>This definition does not include the <b>Insured’s</b> management costs or any overtime, wages, salaries or fees of any Insured or any Employees.</p>
<b>Limit of Indemnity</b>	The maximum amount stated in the policy schedule, which the <b>Insurer</b> will pay in respect of any one <b>Claim</b> (including Claimant’s costs and expenses and <b>Loss</b> ) and in total for all <b>Claims</b> first made during any one <b>Period of Insurance</b> .
<b>Loss</b>	<ol style="list-style-type: none"><li>1. Sums which any <b>Insured</b> is legally liable to pay, including<ol style="list-style-type: none"><li>a) Claimants Costs pursuant to an award or judgment against the <b>Insured</b>;</li><li>b) Damages awarded by a competent court or tribunal</li><li>c) Settlements, if concluded with the <b>Insurer</b> prior written consent</li></ol></li><li>2. <b>Defense Costs</b></li><li>3. <b>Inquiry Costs</b>;</li><li>4. Additional costs and expenses for which cover is expressly extended under any Section of this policy</li></ol> <p>The definition does NOT include:</p> <ol style="list-style-type: none"><li>1. Civil or criminal fines or penalties imposed by law,</li><li>2. Wages, salary, commission, fees, charges and other form of remuneration or profit to be repaid, lots or foregone by the <b>Insured</b>, as result of <b>Claim</b>.</li><li>3. Contractual penalties</li><li>4. Express guarantee</li><li>5. Liquidated damages</li><li>6. Non-compensatory damages including punitive or exemplary damages</li><li>7. Any matter which is uninsurable under the law in accordance with the law in which this policy is governed.</li></ol>
<b>Period of Insurance</b>	From the effective date until the expiry date stated in the policy schedule. Including the <b>Extended Reporting Period</b> if existed

<b>Pollution</b>	Any contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.
<b>Pollutant</b>	Means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, noise, acids, alkalis, compounds, chemicals, including derivatives, mould or waste. Waste includes materials to be recycled, reconditioned or reclaimed.
<b>Professional Services</b>	<p>Any services provided to a third party in connection with the performance of the <b>Project</b> indicated in the schedule of any:</p> <ol style="list-style-type: none"><li>1. Design, contract administration, administration, specification, inspection, feasibility studies, scientific studies supervision of construction, inspection of construction, project management, construction management, procurement, technical information, calculation, or surveys performed by the Insured under the supervision of a Properly Qualified person employed or engaged by an <b>Insured</b> who are currently certified, licensed, registered or authorized under any relevant legislation or industry codes of practice governing the relevant. and</li><li>2. Additional services declared to the <b>Insurer</b> in the <b>Proposal</b> and agreed by the <b>Insurer</b> .</li></ol> <p>The definition does NOT include:</p> <ol style="list-style-type: none"><li>1. Any <b>Professional Services</b> provided by or under the direction of un-qualified architect, engineer, surveyor, consultant, or inspector.</li></ol>
<b>Project</b>	Any Project listed Item 3. Of the schedule.
<b>Proposal</b>	Any signed proposal form, renewal declaration, statement of fact and any additional information supplied by the <b>Insured</b> .
<b>Retroactive Date</b>	The date listed as retroactive date in the policy schedule.
<b>Territorial Limits</b>	Territories specified in the policy schedule.
<b>The Insurer/Future Generali</b>	Future Generali India Insurance Company Limited

## Policy Exclusions

(for which there is no coverage under this policy)

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The **Insurer** will not make any payment for:

1. Asbestos

Any **Claim** involving Asbestos, in whatever form or quantity.

2. Bodily Injury or Property Damage

**Claim** for personal injury or death to any person, unless as a result of a **Breach of Duty**; or

Any **Claim** for any damage, destruction, or loss of any property which shall for the purposes of this policy include **Loss** of the **Insured**, unless as a result of a **Breach of Duty** in the performance of the **Insured's Professional Services**.

3. Consequential Loss

any **Claim** for any consequential losses other than consequential losses flowing from personal injury.

4. Construction Liabilities

Any **Claim** from performance, supervision, or direction of construction activities by the **Insured** unless as a result of a **Breach of Duty** arising out of **Professional Services** by the **Insured** in the **Project**.

5. Construction Overrun

Any **Claim** any financial estimates of probable construction costs or alleged/actual cost overruns of the **Project**. In addition, any **Claim** for implied of guaranteed completion date of the **Project**.

6. Contractual & Commercial Liabilities

Any **Claim** for:

- i. Any contractual liability or assumed liability, unless the **Insured** would be legally liable in absence of such contractual or assumed liability; or
- ii. any liability assumed by an **Insured** under any guarantee or warranty unless the **Insured** would be legally liable in the absence of such guarantee or warranty; or
- iii. any greater or longer lasting benefit than that given to the party with whom the Insured originally contracted; or
- iv. any express guarantee, contractual penalty or liquidated damages;
- v. the **Insured's** agreement to exercise a standard of care greater than would normally be expected in the **Insured's** profession.
- vi. any trading debt incurred by the **Insured**; or
- vii. the refund of professional fees.

7. Dishonesty & Personal Profit

Any **Claim** arising from:

- i. Any dishonest or fraudulent act or omission or deliberate breach of any statute or regulation by any **Insured** if either admitted in writing or as established through a final adjudication; or
- ii. any **Insured** having gained directly, or for any other party, any profit, remuneration or advantage to which they were not legally entitled.

8. Employer's Liability

Any **Claim** arising from:

- i. any bodily injury, sickness, disease, nervous shock, mental disorder or death of any employee of the **Insured** or for the destruction or loss or damage to any tangible property belonging to an employee, including loss of use thereof, arising in the course of their employment;
- ii. arising out of any obligation for which the **Insured** or any carrier as its Insurer may be liable under any workers' compensation, unemployment compensation, employer's liability, disability benefits law or any other similar law.

9. Faulty Products, Efficacy or Workmanship

Any **Claim** arising from:

- i. any defect (or alleged defect) in an **Insured's Product**, unless directly arising out of a **Breach of Duty** in the performance of the **Insured's** provision of **Professional Services**;
- ii. any failure of an **Insured's Product** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the **Insured** unless directly arising out of a **Breach of Duty** in the performance of the **Insured's** provision of **Professional Services**; or
- iii. any defect (or alleged defect) in construction, assembly, installation, maintenance or workmanship generally unless directly arising out of a breach of duty in the performance of the **Insured's** provision of **Professional Services**.

10. Jurisdiction Limits

Any **Claim** arising from any proceedings, judgements, enforcement of judgements, arbitration proceedings, mediations, or alternative dispute resolution proceedings which are either in part or in whole brought pursuant to the laws of the United States of America.

11. Insolvency

Any **Claim** arising from the solvency of the **Insured**.

12. Patent Infringement

Any **Claim** arising from patent infringement

13. War and Terrorism and nuclear

Any **Claim** arising from:

- i. Any act of war, civil disobedience or riot in whatever form; or

- ii. any act of terrorism in whatever form; or
- iii. any governmentally ordered property damage/destruction in whatever form; or
- iv. any radiation or radioactive contamination in whatever form, quantity, or delivery.

14. Insured versus Insured

Any **Claim** brought by or against an **Insured** by or on behalf of any other **Insured**.

15. Licensing Inquires

Any **Claim** arising from any prosecution, inquiry, hearing, commission or other investigation relating to the **Insured** failing to be properly licensed, registered or accredited to provide **Professional Services** as required by Acts, rules, regulations or industry codes of practice.

16. Owners and Occupiers liability

Any **Claim** arising from the occupation, leasing or ownership of any real or other property (whether mobile or immobile) by the **Insured**.

17. Prior Circumstance

Any **Claim** or circumstance which may bring rise to a **Claim**:

- i. Which has been notified to and accepted under any other insurance attaching prior to the inception of this policy; or
- ii. against an **Insured** who should after reasonable enquiry have been aware of prior to the inception of this policy.

18. Prior or Pending Proceedings or Investigation

Any **Claim** arising from any administrative, legal, criminal or regulatory proceedings or investigations which have been issued or commenced prior to, or which are pending at, the prior and pending litigation date stated in the policy schedule.

19. Procurement of Financing or Insurance

Any Claim arising from any failure to procure or maintain any insurance, bond, surety, and/or financing by the **Insured**.

20. Other Insurance

Any Claim where the **Insured** has the benefit under any other insurance policy or policies. If the Insurer makes an exception for coverage, it will be endorsed specifically on the Policy, and all coverage will be in excess of the endorsed policy.

21. Territorial Limits

Any Claim arising from **Professional Services** in countries outside the **Territorial Limits** listed in Item 13 of the policy schedule.

In the event that the **Territorial Limits** of this policy include any territory where a trade or economic sanction law or regulation is imposed whether in the European Union, United Kingdom, United

Nations or United States of America, then scope of the **Territorial Limits** will be reduced in recognition of the public policy governing such trade or economic sanction law or regulation .

22. Pollution

Any Claim arising from the discharge, dispersal, release or escape of any **Pollution** nullifying or cleaning up any **Pollutant** in whatever form, quantity, or delivery unless the form, quantity, or delivery of any **Pollution** directly arises out of a breach of **Professional Services** by the **Insured** in the **Project**.

23. Retroactive Date

Any **Claim** arising from any act, error or omission whether allegedly committed or committed prior to the **Retroactive Date** listed in Item 12 of the **Policy** schedule.

24. Workmanship

Any Claim arising from the alleged defect or actual defect of materials, defect or workmanship unless directly arising out of a breach of **Professional Services** by the **Insured** in **The Project**; or

Any **Claim** arising from the alleged defect or actual defect of construction, assembly, installation, maintenance or workmanship generally directly arising out of a breach of **Professional Services** by either the **Insured** in the **Project**.

## Claims Conditions

### 1. Claims Notification

If during the **Period of Insurance**, and irrespective of the effect of any applicable **Excess**, the **Insured**:

- i. Received any **Claim** or notice of intention to make a **Claim** or of any **Inquiry**, **Insured** shall give written notice to the **Insurer** as soon as practicable.
- ii. Becomes aware of a circumstance that might give rise to a **Claim** or notice of any **Inquiry**, the **Insured** shall give written notice to the **Insurer** of such circumstance as soon as practicable. Any **Claim** or **Inquiry** subsequently arising from a circumstance notified to the **Insurer** shall be deemed to have first been made during the **Period of Insurance** in which the notice of such circumstances was first received by the **Insurer**.
- iii. Has a reasonable cause for suspicion of any dishonesty or fraud on the part of any **Insureds**, whether giving rise to a **Claim** or not, the **Insured** shall give written notice to the **Insurer** of such discovery as soon as practicable.

Provided always that any such written notice above must be received by the **Insurer** during the **Period of Insurance**, within any applicable **Extended Reporting Period** or within 90 days of the expiry of the **Period of Insurance**.

Any written notice should be sent to the address as noted in the policy schedule.

### 2. Admission of Liability

In the event of a **Claim** or the discovery of a circumstance that might give rise to a **Claim**, the **Insured** must not admit liability for or settle any **Claim**, or incur any related costs or expenses, without the **Insurer** prior written consent.

### 3. Claims Control

In the event of a **Claim** or the discovery of a circumstance that might give rise to a **Claim**, the **Insurer** will be entitled but not obliged, at the **Insurer's** own expense and at any time, to take over and conduct in the name of the **Insured's** investigation, defence or settlement of any such **Claim** or circumstance.

The **Insurer** shall not settle any **Claim** or circumstance without the consent of the **Insureds**. If however the **Insureds** shall refuse to consent to any settlement recommended by the **Insurer**, then the **Insurer** liability for such **Claim** or circumstance (including **Defense Costs**) shall not exceed the amount for which the **Claim** or circumstance could have been settled inclusive of **Defense Costs**, incurred with their consent up to the date of such refusal and then only up to the **Limit of Indemnity** stated in the policy schedule.

If the **Insurer** do take over and conduct the investigation, defense or settlement of any such **Claim** or circumstance, the **Insured** shall give the **Insurer** all such information and assistance as the **Insurer** may reasonably require and that is in the **Insured's** power to provide.

Without prejudice to the generality of the above, this duty to assist the **Insurer** includes:

- i. Providing all such information, assistance, signed statements as may be required to facilitate compliance with any legal procedure rules, practice directions and pre-action protocols as may be issued
- ii. Allowing the **Insurer** to present the best possible defense of a **Claim** within the time constraints available
- iii. Ensuring ready access to all and any information the **Insurer** may require in the defense of a **Claim** or investigation of a **Loss**
- iv. Ensuring the payment, on demand, of the **Excess** in conjunction with the terms of any settlement agreed by the **Insurer**.

The **Insurer** retain all rights of recovery available to the **Insured** in respect of any payment which may be made under this policy.

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## Policy Conditions

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### 1. Non-Disclosure, Non-Avoidance and Severability

In respect of the Policy Coverage Section only where there has been non-disclosure or misrepresentation of facts or untrue statements in the **Proposal**, then provided that the **Insured** establishes to the **Insurer's** satisfaction that such alleged non-disclosure or misrepresentation of facts or untrue statements re free of any fraudulent intent to deceive, the **Insurer** will not exercise the **Insurer** right to avoid this policy from the date of inception.

In the event of fraudulent misrepresentation or non-disclosure committed by an **Insured** no indemnity will be provided to that **Insured** which is required or permitted to indemnify that **Insured**.

For the purposes of determining cover available under Policy Coverage Section of this policy or whether an exclusion shall apply, no knowledge possessed by any **Insured** shall be imputed to any other **Insured**.

This condition does not apply to any **Claim** arising from proceedings which have been issued prior to, or which are pending at, the prior and pending litigation date stated in the policy schedule.

### 2. Change in Control

If during the **Period of Insurance**, in respect of any **Insured**:

- i. An offer is made, and declared or made unconditional, for the whole, or a controlling interest in the issued share capital of the **Insured**; or
- ii. There is a change in the ownership of the controlling interest of the share capital of the **Insured**; or
- iii. A person or persons acting in concert acquires a majority of the voting rights to appoint or remove *directors, officers* of the **Insured**

The **Insurer** only pay a **Claim** in respect of any **Breach of Duty** committed prior to the date such offer was declared or made unconditional or the change of ownership became effective.

### 3. Allocation

The **Insurer** will do all that is reasonably required to determine a fair and equitable allocation between any **Loss** which is covered and any other losses or costs which are not covered under this policy taking into account the relative legal liability of each party involved.

If The Insurer cannot agree on a fair and equitable allocation with the **Insured**, then the issue will be referred to a arbitrator (to be mutually agreed upon by the **Insured** and the **Insurer** within 14 days, failing which the appointment to be made by the Arbitration) for arbitration whose decision shall be based on the same principle as above and binding all parties.

#### 4. Authorization

The **Company** shall act on behalf of any **Insured** or any other persons who may be entitled to indemnity under this policy in respect of:

- a. Notification of any **Claim** in accordance with the policy Claims Conditions
- b. Payment of premiums or the receiving of any return premiums that may become due under this policy
- c. Negotiation, agreement to and acceptance of the renewal terms and endorsements applying to this policy.

#### 5. Limit of Indemnity

An aggregate **Limit of Indemnity** applies to all sections of this policy, the **Insurer** have no liability in **Excess** of the **Limit of Indemnity** regardless of the number of **Insureds** or Companies or the number of **Claims** made during the **Period of Insurance** or **Discovery Period**, except where cover is expressly stated as being additional to the Policy **Limit of Indemnity**.

#### 6. Originating Claims

Any **Claim** or **Claims** arising from an **Interrelated Breach of Duty** shall be treated for the purposes of the **Limit of Indemnity** as a single **Claim** or **Loss** and shall be deemed to have been first made and reported at the date of the first of such related matter(s).

#### 7. Other Insurances

If an **Insured** is, or would be, but for the existence of this policy, entitled to indemnity under any other more specifically relevant and collectable insurance policy in respect of any **Claim** or **Loss**, the **Insurer** shall not be liable for any **Loss** except in respect of any amount in excess of that which would have been payable under such insurance had this policy not been effected.

#### 8. Policy Dispute/Arbitration

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

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Insurer has disputed or not accepted liability under or in respect of this policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award of such arbitrator/arbitrators of the amount of the loss or damage shall first be obtained.

9. Cancellation

The **Insurer** (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 **Insurer** (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.

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 **Insurer** (Company) shall allow refund of premium at **Insurer's** (Company's) short period premium calculation as given below provided no claim has occurred up to the date of cancellation.

Table of Short Period Rates	
Period of Risk	Amount of Premium to be Retained by the Company
up to 7 days	10%
up to 30 days	25%
up to 60 days	35%
up to 90 days	50%
up to 120 days	60%
upto 180 days	75%
up to 240 days	85%
Exceeding 240 days	100% Premium

10. Personal Data Protection

The Insured is hereby informed that all personal Data, including all Data provided in this document and all subsequent Data provided by the Insured related to the fulfilment of the insurance contract, will be included in a Data file controlled by **Future Generali India Insurance Company Limited**. The Data will be processed for the purpose of fulfilling the insurance contract. The Insured hereby provides its express consent for the Data to be transferred/ disclosed to appropriate third parties including but not limited to other insurers or reinsurers, insurance and reinsurance brokers, regulatory authorities for co-insurance, reinsurance, portfolio assignment or management or for the adoption of anti-fraud measures purposes. The Insured may at any time exercise its right to access, rectify, cancel or object to its Data being processed, by notifying **Future Generali India Insurance Company Limited**.

Should the Insured provide **Future Generali India insurance Company Limited**, with information related to the Insured, any damaged parties or any third person, the Insured hereby declares that all the Data related to the Insured, the damaged parties or any third person given to the Insurer have been provided by them, and that the Insured, the damaged parties or any third person have provided their consent for their Data to be transferred by the Insured to the Insurer for the fulfilment of the insurance contract in the terms established in this clause.

## 11. Subrogation

An **Insured** shall take all steps necessary or such steps as are required by the Insurer before or after any payment by the **Insurer** under this policy to preserve the rights and remedies which an Insured may have to recover the Loss. If any payment is to be made under this policy in respect of a Claim, the **Insurer** shall be subrogated to all rights of recovery of an **Insured** whether or not payment has in fact been made and whether or not an Insured has been fully compensated for its actual Loss. The **Insurer** shall be entitled to pursue and enforce such rights in the name of an **Insured**, who, both before and after payment under this policy, shall provide the **Insurer** with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. An **Insured** shall do nothing to prejudice the **Insurer's** rights under this subrogation clause.

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