

ERRORS & OMISSIONS INSURANCE POLICY

ADD ON WORDINGS

1. Emergency Defence Costs

Notwithstanding anything to the contrary as stated in the **policy** and in consideration of the payment of additional premium as shown herein, **We** agree that where it is not possible for **You** to obtain **Our** written consent prior to incurring of **defence costs**, **We** will give retrospective consent as long as such consent is sought by **You** from **Us** within 30 days of the first of such **defence costs** being incurred.

Our liability under this Extension shall not exceed the sub-limit specified below, which shall be part of and not in addition to the Limit of Indemnity as stated in the **schedule**.

Sub-limit of Liability ₹ _____

All other terms & conditions of the **policy** remain unchanged.

UIN: IRDAN134RP0035V01202223/A0004V01202324

2. Loss of Documents

Notwithstanding anything to the contrary as stated in the **policy** and in consideration of the payment of additional premium as shown herein, **We** agree to indemnify **You** in respect of any **claim** resulting from the loss of, damage to or destruction of **documents** belonging to **You** or for which **You** are legally responsible in the provision of **professional services** provided that:

- (a) any **claim** payable under this extension is only limited to the reasonable and necessary costs, charges and expenses in replacing or restoring the **documents** rectification of which is undertaken as soon as practicable by **You** with **Our** prior written consent, such consent not to be unreasonably withheld
- (b) the **claim** payable for such costs, charges and expenses is supported by satisfactory proof of loss (including bills and accounts)
- (c) such loss of, damage to or destruction of the **documents** was first discovered by **You** during the **period of insurance** and after the **retroactive date**
- (d) no coverage is afforded for any costs, charges or expenses directly or indirectly relating to any **documents** which have been destroyed, damaged or lost as a result of **Wear, tear** or other gradually operating causes.

Our liability under this Extension shall not exceed the sub-limit specified below, and shall be part of and not in addition to the Limit of Indemnity.

Sub-limit of Liability ₹ _____

All other terms & conditions of the **policy** remain unchanged.

UIN: IRDAN134RP0035V01202223/A0005V01202324

3. Contractual Liability Extension

Notwithstanding anything to the contrary as stated in the **policy** and in consideration of the payment of additional premium as shown herein, **Policy** Exclusion 2a) is amended to include coverage for any **claim** alleging a breach of contractual obligations in the rendering of or failure to render **professional services**

All other terms & conditions of the **policy** remain unchanged.

UIN: IRDAN134RP0035V01202223/A0006V01202324

4. Sub-Contractors and Agents Extension

Notwithstanding anything to the contrary as stated in the **policy** and in consideration of the payment of additional premium as shown herein and based on the information provided by **You**, **We** agree to indemnify

You in respect of any **claim** resulting from the acts, errors or omissions of **Your sub-contractors** or agents for which **You** are legally liable in the provision of **professional services**. This extension neither affords coverage to **Your sub-contractors** or agents nor makes any such person or entity an **Insured**.

All other terms & conditions of the **policy** remain unchanged.

UIN: IRDAN134RP0035V01202223/A0007V01202324

5. Run Off Cover for Insured Entity

Notwithstanding anything to the contrary as stated in the **policy** and in consideration of the payment of additional premium as shown herein, **We** agree provide indemnification if **You** become the subject matter of any merger, takeover, sale or winding-up during the **period of insurance**, coverage shall continue to be provided under this **policy** till the expiry date shown under **period of insurance** in the **schedule**, but shall apply only for **claims** resulting from **professional services** provided prior to the effective date of the merger, takeover, sale or winding-up.

All other terms & conditions of the **policy** remain unchanged.

UIN: IRDAN134RP0035V01202223/A0008V01202324

6. Court Attendance Costs Extension

Notwithstanding anything to the contrary as stated in the **policy** and in consideration of the payment of additional premium as shown herein, **We** agree to provide up to ₹5,000 per day for who is or was **Your employee** and ₹10,000 per day for any person who is or was **Your** principal, partner or director for court attendance costs incurred by **You**, if such **employee**, principal, partner or director is legally compelled to attend a civil proceeding as a witness in a **claim** covered by this **policy**.

Our total aggregate liability during any one **period of insurance** for all such court attendance costs shall not exceed the sub-limit shown below, and shall be part of and not in addition to the **limit of Indemnity** as shown on the **policy schedule**.

Sub-limit of Indemnity ₹ _____

All other terms & conditions of the **policy** remain unchanged.

UIN: IRDAN134RP0035V01202223/A0009V01202324

7. Fraud And Dishonesty Extension

Notwithstanding anything to the contrary as stated in the **policy** and in consideration of the payment of additional premium as shown herein, **We** agree to indemnify **You** in respect of a **claim** alleging conduct of an **employee** or any agent in the provision of **professional services** that falls or may fall within Exclusion 7 of the **policy** 'Fraud and dishonesty' provided that:

- (a) no indemnity is available to the dishonest **employees** or agents themselves, or where **You** have knowingly engaged in or condoned such conduct;
- (b) no indemnity is available in respect of a **claim** arising from or in any way connected with the loss of money, negotiable instruments including shares, bearer bonds, coupons, stamps, bank or currency notes.

All other terms & conditions of the **policy** remain unchanged.

UIN: IRDAN134RP0035V01202223/A0010V01202324

8. Principal's Previous Business Extension

Notwithstanding anything to the contrary as stated in the **policy** and in consideration of the payment of additional premium as shown herein, **We** agrees to indemnify **You** in respect of any **claim** against any person

who is a Principal during the **period of insurance** arising from that Principal's previous business, of the same type and nature as the **professional services**, but only to the extent that the current Principal is not covered by Professional Indemnity insurance or any other applicable insurance **policy** of the previous business.

Where the previous business' Professional Indemnity insurance or any other applicable insurance **policy** applies, the cover provided by this Extension is specifically in excess of the limit of Indemnity of the previous business' insurance policy, and shall not cover any **claim** unless and until the insurers of the previous business' insurance **policy** have paid or have admitted liability therein to the full amount of their limit of liability.

All other terms & conditions of the **policy** remain unchanged.

UIN: IRDAN134RP0035V01202223/A0011V01202324

9. Past subsidiary company Extension

Notwithstanding anything to the contrary as stated in the **policy** and in consideration of the payment of additional premium as shown herein, **We** agree to indemnify **You** in respect of any **claim** for those entities which were once subsidiary companies but have since ceased to be subsidiary companies. Coverage in this respect shall only apply to **claims** based on conduct which occurred or is alleged to have occurred between the date of acquisition or creation of the **subsidiary company** by **You** and the date such **subsidiary company** ceased to be a **subsidiary company**.

All other terms & conditions of the **policy** remain unchanged.

UIN: IRDAN134RP0035V01202223/A0012V01202324

10. Public Relations Expenses Extension

Notwithstanding anything to the contrary stated in the **policy** and in consideration of the payment of additional premium as shown, **We** agree to indemnify **You** towards retaining of services of a public relations consultant for the sole purpose of protecting **Your** reputation that has been brought to question as a direct result of a **claim** covered by this **policy**.

Such payments shall be towards any reasonable fee, costs and expenses of such public relations consultant. However:

- a) **You** must notify **Us** within 30 days of **Your** first becoming aware of **Your** reputation being brought into question and provide us with full written details outlining the circumstances surrounding the event; and
- b) **We** must have given prior written consent to retain the services of such public relations consultants; and

Our total aggregate liability during any one **period of insurance** for all such public relations expenses shall not exceed the sub-limit shown below, and shall be part of and not in addition to the limit of Indemnity as shown on the **schedule**.

Sub-limit of Indemnity ₹ _____

All other terms & conditions of the **policy** remain unchanged.

UIN: IRDAN134RP0035V01202223/A0013V01202324

11. Automatic Reinstatement Extension

Notwithstanding anything to the contrary as stated in the **policy** and in consideration of the payment of additional premium as shown herein, in the event that the limit of indemnity under this **policy** has been entirely exhausted during the **period of insurance**, by a **claim** or **claims**, the said limit of indemnity shall be reinstated in the same amount, once only, provided that:

- (a) the reinstated limit of indemnity shall only apply to a **claim** or **claims** which do not arise out of and do not have any connection with the source or originating cause of any of the **claim** or **claims** already paid or payable out of the original Limit of Indemnity;

- (b) all other terms, conditions, exclusions and limitations of the **policy** shall continue to apply, in the same manner, in respect of a **claim** or **claims** to which the reinstated limit of indemnity applies;
- (c) the **insured** has no other valid and collectible Professional Indemnity insurance available apart from this **policy**, after exhaustion of the original **limit of indemnity** under this **policy**
- (d) the request for reinstatement must be made by **You**, and all requirements relating to it be satisfied by them, before the expiry of the **period of insurance**
- (e) under no circumstances there shall be no further reinstatement of any or all of the reinstated **limit of indemnity** granted by this Extension

All other terms & conditions of the **policy** remain unchanged.

UIN: IRDAN134RP0035V01202223/A0014V01202324

12. Fines & Penalties Extension

Notwithstanding anything to the contrary stated in the **policy** and in consideration of the payment of additional premium as shown herein **We** agrees to indemnify **You** in respect of any **claim** arising from aggravated, punitive, exemplary damages, fines or penalties.

However, **We** will not be liable to cover **You** for any aggravated, punitive, exemplary damages, fines or penalties:

- (a) for which **We** are legally prohibited at law from indemnifying **You**;
- (b) based upon, attributable to or in consequence of any:
 - i. wilful, intentional or deliberate failure to comply with any lawful notice, direction, enforcement action or proceeding under any legislation; or
 - ii. gross negligence or recklessness; or
 - iii. requirement to pay taxes, rates, duties, levies, charges, fees or any other similar charges

Our total aggregate liability during any one **period of insurance** for all such fines and penalties shall not exceed the sub-limit shown below, and shall be part of and not in addition to the limit of Indemnity as shown in the **schedule**.

Sub-limit of Indemnity ₹ _____

All other terms & conditions of the **policy** remain unchanged.

UIN: IRDAN134RP0035V01202223/A0015V01202324

13. Breach of Privacy Extension

Notwithstanding anything to the contrary stated in the **policy** and in consideration of the payment of additional premium as shown herein **We** agree to indemnify **You** for any Loss on account of any **claim** or **claims** alleging a breach or breaches of confidential or personal information, material or data, or invasion or breach of privacy of any customer of an Organization and/or breaches of any law or regulation that regulates the collection, management, confidentiality or disclosure of personal or confidential information of such customer anywhere in the world.

All other terms & conditions of the **policy** remain unchanged.

UIN: IRDAN134RP0035V01202223/A0016V01202324

14. Intellectual property

Notwithstanding anything to the contrary as stated in the **policy** and in consideration of the payment of additional premium as shown herein, **We** agree to indemnify **You** for any Loss on account of any **claim** or **claims** resulting from any unintentional infringement of copyright, trademarks, service marks, registered designs, patents or any unintentional plagiarism or unintentional breach of confidentiality by **You**.

We shall not however be liable to make any payment under this **policy** to if **You** intentionally commit, assist or condone such conduct.

All other terms & conditions of the **policy** remain unchanged.

UIN: IRDAN134RP0035V01202223/A0017V01202324

15. Newly Acquired or Created Subsidiaries

Notwithstanding anything to the contrary as stated in the **policy** and in consideration of the payment of additional premium as shown herein, **We** agree to indemnify **You** in respect of any **subsidiary company** which is acquired or created by **You** during the **period of insurance**, provided such **subsidiary company**:

- (a) has total gross revenues or fees less than 20% of **Your** gross revenues or fees as per **Your** most recent audited financial statements
- (b) provides the same **professional services** as **You**
- (c) does not have any gross revenue or fees generated from outside the Territorial Limits specified in the **schedule**

No coverage is provided in respect of any **claim** against the **subsidiary company** arising from any **professional services** before **Your** acquisition or creation of such **subsidiary company**.

All other terms & conditions of the **policy** remain unchanged.

UIN: IRDAN134RP0035V01202223/A0018V01202324

16. Worldwide (excluding USA and Canada) Territory and Jurisdiction Extension Clause

Notwithstanding anything to the contrary stated in the **policy** General Conditions 8 and 9 of the **policy** are deleted in their entirety and replaced as follows:

“8. Territorial Limits

The indemnity provided by this **policy** shall apply in respect of:

- i. conduct committed, attempted or alleged to have been committed or attempted anywhere in the World excluding USA and Canada;
- ii. **claims** made and actions brought anywhere in the World excluding USA and Canada”

“9. Jurisdiction

The indemnity provided by this **policy** shall only apply in respect of judgments which are first delivered by, or obtained from a Court of competent jurisdiction anywhere in the World excluding USA and Canada”

All other terms & conditions of the **policy** remain unchanged.

UIN: IRDAN134RP0035V01202223/A0019V01202324

17. USA & Canada Territory and Jurisdiction Extension Clause

Notwithstanding anything to the contrary as stated in the **policy** and in consideration of the payment of additional premium as shown herein, this **policy** is extended to cover Professional Liability **claim** made or action(s) instituted upon **You** arising out of **Your** Activities in the USA or Canada.

We shall not however be liable for:

- a) any fines or penalties or punitive damages or exemplary damages or aggravated damages or any additional damages resulting from the multiplication of compensatory damages or any other non-compensatory damages of any kind awarded against **You**; and
- b) Any **claim** based upon, caused by, arising out of, related to, contributed to by, in consequence of or in any way involved in:
 - i. Seepage, *Pollution* or contamination of any kind
 - ii. Any actual or alleged violation of any responsibilities, obligations or duties imposed by the Employee Retirement income Security Act of 1974 or any amendment thereof;
 - iii. Any actual or alleged violation of any of the provisions of the securities Exchange Act 1934 or any similar federal or state Law or any common Law relating thereto;

- iv. Any actual or alleged violation of the Racketeer influenced or and corrupt organizational Act 18 USC Section 1961 and any amendments thereto or any rules or regulations promulgated thereunder;
- v. **Terrorism** and
- vi. Any advice given on USA or Canadian Law.

For the purpose of this extension, the following definitions shall apply:

- a) Activities means:
 - i. a Legal or physical presence of **Yours**; or
 - ii. fee income derived from USA or Canadian clients of **Yours** with no legal or Physical presence.
- b) Legal Presence means a USA or Canadian incorporated entity or partnership.
- c) Physical Presence means work performed in the USA or Canada that generates fee income for **You** that is not a Legal Presence or comes under the ownership, control or management of any Legal Presence.
- d) Professional Liability Means Professional Indemnity.
- e) USA or Canadian Clients means:
 - i. A citizen of the USA or Canada; or
 - ii. A Legal Presence; or
 - iii. A branch office(s) of a Legal Presence located outside the USA or Canada.
- f) USA or Canada means USA or Canada or both or any territories which come within the jurisdiction of the USA or Canada.

All other terms & conditions of the **policy** remain unchanged.

UIN: IRDAN134RP0035V01202223/A0020V01202324

18. Inquiries Attendance Costs Extension

Notwithstanding anything to the contrary as stated in the *policy* and in consideration of the payment of additional premium as shown herein the Insurer agrees to indemnify the *insured* towards *inquiry* costs which the *insured* incurs in preparing for and attending an *inquiry* provided that a notice requiring the *insured* to attend the *inquiry* is first served upon the *insured* during the *period of insurance* and reported to the Insurer during the *period of insurance*.

The Insurer's total aggregate liability during any one *period of insurance* for all such inquiries attendance costs shall not exceed the sub-limit shown below, and shall be part of and not in addition to the *limit of Indemnity* as shown on the *policy schedule*.

Sub-limit of *Indemnity* ₹ _____

All other terms & conditions of the policy remain unchanged

UIN: IRDAN134RP0035V01202223/A0021V01202324