

## ERRORS & OMISSIONS INSURANCE POLICY

### CLAUSES WORDINGS

#### 1. Continuous Cover

**We** agree subject to the provisions of Exclusion 1 of this **policy**, to indemnify the **Insured** in respect of any **claim** which could have been notified to the Insurer under an earlier Professional Indemnity Policy issued **Us** but which is first notified during the **period of insurance**, provided that:

- (a) **Your** failure to disclose such **claim** before the commencement of the **period of insurance** was not a result of any fraudulent intention to mislead or misrepresent **Us**
- (b) **Your** entitlement to any indemnity under this **policy** will be subject to the terms and conditions of the **policy** held by **You** with **Us** on the date when such **claim** was first made or the date **You** first became aware of the circumstances provided that **Our** Limit of Indemnity will be the lower of the one available under:
  - i. the **policy** held by **You** with **Us** when the **claim** was first made or when **You** first became aware of the **claim**; or
  - ii. this **policy**
- (c) **Your** entitlement to an indemnity under this **policy** shall be reduced by the amount that, in **Our** reasonable opinion represents the extent to which **Our** interests were prejudiced by the failure to notify such **claim**

All other terms & conditions of the policy remain unchanged.

#### 2. Claims preparation costs

Notwithstanding anything to the contrary stated in the **policy** and in consideration of the payment of additional premium as shown herein **We** will pay all reasonable and necessary out of pocket costs incurred by **You** towards the preparation of a defence to a **claim** covered by this **policy**. Payments provided under this extension, shall not however include any **claim** expenses.

**Our** liability under this Extension shall not exceed the sub-limit of indemnity shown below, and shall be part of and not in addition to the limit of Indemnity as shown in the **schedule** in respect of all **claims** covered by this **policy**. Notwithstanding the **deductible** specified in the **schedule** this extension will be subject to a compulsory excess of ₹5,000.

Sub-limit of Indemnity ₹ \_\_\_\_\_

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

#### 3. Libel, Slander and/or Defamation

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** resulting from any unintentional libel, unintentional slander or other unintentional defamation by **You** resulting from the provision of **professional services**.

The Insurer shall not however be liable to make any payment under this **policy** for any intended or attempted effort to libel, slander or defame.

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

#### **4. Joint ventures**

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** resulting from activities in which **You** are engaged in the provision of **professional services** as a joint-venture partner. This extension neither affords coverage to the joint-venture partner nor makes any such person or entity an **Insured**.

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