

# **INFORMATION & COMMUNICATION TECHNOLOGY LIABILITY INSURANCE POLICY**



# **RAHEJA QBE**

**Raheja QBE General Insurance Company Limited**

Corporate Office: Fulcrum, 501 & 502, A wing, 5th Floor, International Airport Project Road,  
Sahar, Andheri East, Mumbai - 400059

Toll Free No.: 1800-102-7723 (9 am to 8 pm, Monday to Saturday)

Website: [www.rahejaqbe.com](http://www.rahejaqbe.com) Email: [customercare@rahejaqbe.com](mailto:customercare@rahejaqbe.com)

Corporate Identity Number: U66030MH2007PLC173129 IRDA Reg. No. 141

UIN: IRDAN141RP0018V01200910

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**PREAMBLE**

In consideration of payment of the Premium, Raheja QBE will provide indemnity in accordance with, and subject to, the terms of this Policy (including the Schedule, Insuring Clauses, Conditions, Definitions, Exclusions, Deductible and other terms of this Policy) and to the Limit of Indemnity.

**SECTION A: Errors And Omissions**

<b>Insuring Clause A</b>	1.1	Raheja QBE agrees to indemnify the Insured against its actual legal liability for Damages resulting from any Claims in respect of negligent acts, errors or omissions whatsoever and howsoever incurred in the provision of Information and Communication Technology which are: (a) first made against the Insured during the Period of Insurance; and (b) notified to Raheja QBE during the Notification Period; and (c) not excluded under Section C (Exclusions).
<b>Act, Error or Omission</b>		
<b>Insuring Clause B</b>	1.2	In respect of a Claim, Raheja QBE agrees to pay Defence Costs, in addition to the Limit of Indemnity, PROVIDED ALWAYS THAT if a payment in excess of the amount of indemnity available under this Policy is made to dispose of a Claim, Raheja QBE's liability for those Defence Costs will be such proportion of those Defence Costs as the amount of indemnity available under this Policy bears to the amount paid to dispose of the Claim.
<b>Defence Costs</b>		
<b>Retroactive Date</b>	1.3	Where a Retroactive Date is specified in the Schedule, then this Policy will only provide cover in respect of acts, errors or omissions committed or alleged to have been committed wholly and in every respect after the Retroactive Date.
<b>Limit of Indemnity</b>	1.4	Subject to Insuring Clause 1.2 (Defence Costs), Raheja QBE's total liability under this Policy for any one Claim and in the aggregate in respect of all Claims

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will not exceed the Limit of Indemnity specified in the Schedule.

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| <b>Multiple Claims</b> | 1.5 | <p>1.5.1 All causally connected or interrelated acts, errors or omissions will jointly constitute a single act, error or omission under this Policy and shall be deemed to have occurred at the time of the first such act, error or omission.</p> <p>1.5.2 Where a single act, error or omission gives rise to more than one Claim, all such Claims will jointly constitute one Claim under the Policy, and only one Deductible and Limit of Indemnity will be applicable in respect of such Claim.</p> |
|------------------------|-----|--|

#### **AUTOMATIC EXTENSIONS**

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|-----------------------------|-----|--|
| <b>PREAMBLE</b>             | 2.1 | <p>Raheja QBE will provide indemnity as is available under Automatic Extensions in Section A for nil additional premium. PROVIDED ALWAYS THAT:</p> <p>(a) each Extension is subject to the Schedule, Insuring Clauses, Conditions, Definitions, Exclusions, Deductible and other terms of this Policy (unless otherwise stated); and</p> <p>(b) the inclusion of any Extension will not increase the Limit of Indemnity.</p>   |
| <b>Libel and Slander</b>    | 2.2 | <p>Raheja QBE agrees to provide coverage in respect of any civil (but not criminal) Claim made against the Insured for libel or slander by reason of words written or spoken in any form and via any medium.</p>   |
| <b>Fraud and Dishonesty</b> | 2.3 | <p>Raheja QBE agrees to provide coverage in respect of any Claim, which would otherwise be excluded by reason of Exclusion 5.14 (Fraud and Dishonesty). PROVIDED ALWAYS THAT:</p> <p>(a) such coverage shall not be provided to any person committing or condoning or having contemporaneous knowledge of any act, omission or breach excluded by reason of Exclusion 5.14 (Fraud and Dishonesty); and</p> <p>(b) such coverage will not apply to the physical loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes or the loss of the same by any electronic means.</p> |

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<b>Outgoing Principals</b>	2.4	Raheja QBE agrees to provide coverage in respect of the Insured's legal liability arising out of any Claims in respect of the negligent acts, errors or omissions of any former principal partner or Employee of the Insured in the conduct of the Business. PROVIDED ALWAYS THAT such coverage will not extend to any liability of such former principal partner or Employee.
<b>Consultants, Sub-contractors and Agents</b>	2.5	Raheja QBE agrees to provide coverage in respect of the Insured's legal liability arising out of any Claims in respect of the negligent acts, errors or omissions of any consultant, sub-contractor or agent. PROVIDED ALWAYS THAT such coverage will not extend to any liability of such consultant, sub-contractor or agent.
<b>Intellectual Property</b>	2.6	Raheja QBE agrees to provide coverage in respect of any Claim made against the Insured for any infringement of copyright, trademarks, registered designs, circuit layout rights or patents, or any plagiarism or breach of confidentiality.
<b>Joint Venture</b>	2.7	Raheja QBE agrees to provide coverage in respect of any legal liability of the Insured for a Claim made against the Insured, singly or with others, arising out of any activities in which the Insured is engaged as a joint venturer or as a partner.
<b>Loss of Data</b>	2.8	<p>Raheja QBE agrees to provide coverage in respect of the Insured's legal liability arising from the loss of any Data which have been:</p> <ul style="list-style-type: none"> <li>(a) destroyed, erased, damaged or corrupted; or</li> <li>(b) lost or mislaid and, after diligent search, cannot be found.</li> </ul> <p>PROVIDED ALWAYS THAT:</p> <ul style="list-style-type: none"> <li>(a) the discovery of such loss of Data occurred during the Period of Insurance and was notified in writing to Raheja QBE within twenty-eight (28) days after discovery, this being a condition precedent to Raheja QBE's liability under this automatic extension; and</li> <li>(b) coverage will be limited to the costs, charges and expenses of whatsoever nature incurred by the Insured in replacing and/or restoring the Data and any claim for those costs, charges and expenses must be supported by bills and/or accounts which will be subject to approval by a competent person nominated by and who will report to Raheja QBE; and</li> <li>(c) coverage will be limited to the loss of any Data which were in the physical custody or control of the Insured or any other person to whom the Insured entrusted, lodged or deposited such Data in the ordinary course of business.</li> </ul>

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<b>Defence Costs for Breach of Contract</b>	2.9	Notwithstanding Exclusion 5.2 (Assumed Liability), Raheja QBE agrees to provide during any one Period of Insurance for Defence Costs incurred by the Insured in respect of any Claim made against the Insured arising from an alleged breach of the Insured's contractual obligations in respect of the provision of Information and Communication Technology. PROVIDED ALWAYS THAT Raheja QBE will only pay such Defence Costs incurred up to the time that the Claim is proven (to Raheja QBE's reasonable satisfaction) or accepted by the Insured.
<b>Unauthorised Access</b>	2.10	Raheja QBE agrees to provide coverage in respect of any Claim made against the Insured arising from unauthorised access to the Insured's Computer Equipment.

#### **OPTIONAL EXTENSIONS**

#### **PREAMBLE**

- 3.1 Raheja QBE agrees to provide indemnity as may be available under the Optional Extensions in Section A, PROVIDED ALWAYS THAT:
- (a) each Extension is subject to the Schedule, Insuring Clauses, Conditions, Definitions, Exclusions, Deductible and other terms of this Policy (unless otherwise stated herein); and
  - (b) where an Extension is not specified in the Schedule then this Policy will not provide coverage under such Extension; and
  - (c) the granting of any Extension is at the sole and absolute discretion of Raheja QBE who reserves the right to charge any additional premium as it may require;

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|---|-----|---|
| <b>Increased Aggregate<br/>Limit of Indemnity</b> | 3.2 | Raheja QBE agrees to increase the Limit of Indemnity under this Policy by an amount equal to the Limit of Indemnity. PROVIDED ALWAYS THAT Raheja QBE's total liability under this Policy will not exceed:<br><br>(a) in respect of any one Claim, the Limit of Indemnity as specified in the Schedule; and<br>(b) in respect of all Claims, an amount equal to twice such Limit of Indemnity. |
| <b>Licensee Intellectual<br/>Property Rights</b>  | 3.3 | Raheja QBE agrees to provide coverage which would otherwise be excluded by reason of Exclusion 5.2 (Assumed Liability) in respect of any Claim made against the Insured by a Licensee of the Insured under any warranty or indemnity given by the Insured in respect of the Insured's ownership of or ability to license any intellectual property rights.                                    |

## **SECTION B - PERSONAL INJURY AND PROPERTY DAMAGE**

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|---|-----|--|
| <b>Insuring Clause A<br/><br/>Personal Injury and<br/>Property Damage</b> | 4.1 | Raheja QBE agrees to indemnify the Insured against all amounts which the Insured becomes legally liable to pay by way of Damages in respect of:<br><br>(a) Personal Injury; or<br>(b) Property Damage<br><br>Occurring during the Period of Insurance in connection with the Business of the Insured and if the Claim: |
|---|-----|--|

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- (i) Is first made against the Insured during the Period of Insurance; and
- (ii) Notified to Raheja QBE during the Notification Period; and
- (iii) Not excluded under Section C (Exclusions).

**Insuring Clause B  
Defence Cost**

- 4.2 With respect to the indemnity provided by Insuring Clause 4.1, in respect of any Claim, Raheja QBE will:
- (a) pay all Defence Costs incurred by Raheja QBE, all costs awarded against the Insured and all interest accruing after entry of judgment until Raheja QBE has paid, tendered or deposited in court such part of the judgment as does not exceed the Limit of Indemnity; and
  - (b) reimburse the Insured for all reasonable Defence Costs, other than loss of earnings, incurred, with the consent of Raheja QBE in writing, in connection with the defence of the Claim; and
  - (c) pay reasonable expenses incurred by the Insured for first aid to others at the time of Personal Injury caused by an Occurrence.

**PROVIDED ALWAYS THAT:**

- I The amount payable by Raheja QBE, except payments in settlement of the Claim or any judgment and all costs awarded against the Insured, is in addition to the Limit of Indemnity; and
- II Raheja QBE will not be obliged to pay the Claim, any judgment, Defence Costs, after the Limit of Indemnity has been exhausted by payment of judgments or settlements ; and
- III If a payment in excess of the amount of indemnity available under this Policy is made to dispose of a Claim, Raheja QBE's liability for those Defence Costs will be such proportion of those Defence Costs as the amount of indemnity available under this Policy bears to the amount paid to dispose of the Claim.

**Limit of Indemnity**

- 4.3.1 The maximum liability of Raheja QBE in respect of any Claim or series of Claims for Personal Injury or Property Damage caused by or arising out of one Occurrence will not exceed the Limit of Indemnity.
- 4.3.2 The total aggregate liability of Raheja QBE during any one Period of Insurance for all Claims in respect of Personal Injury or Property Damage arising out of the provision of Information and Communication Technology will not exceed the Limit of Indemnity.

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**Multiple Claims**

- 4.4 Where one Occurrence gives rise to more than one Claim, all such Claims will jointly constitute one Claim under the Policy and only one Deductible and Limit of Indemnity will be applicable in respect of that Claim.

## **SECTION C - EXCLUSIONS**

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Notwithstanding anything to the contrary in this Policy, QBE will not be liable under this Policy to provide indemnity in respect of any Claim against the Insured for or in respect of:

**Data Recognition**

5.1 Any Claim in respect of losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by:

- (a) the failure of a computer, data processing equipment, microprocessor, integrated circuit or similar device (hereinafter referred to as Hardware), operation systems or computer software (hereinafter referred to as Software) loss, should the faulty operation of the Hardware or Software result from the ability or inability to:
  - (i) correctly recognise or interpret the date or time as the true date or time;
  - (ii) capture, save, retain or correctly manipulate, interpret, process data, command or instruction as a result of incorrect recognition of date or time;
  - (iii) capture, save, retain or correctly process data following a command, which formed part of the computer programme and resulted in the loss of data or in the inability to capture, save, retain or properly process data in the date of faulty operation or on a later date;
- (b) directly or indirectly caused by repairs or modifications of any part of the hardware or software carried out in order to rectify deficiencies or correct features of logic or operation, notwithstanding the fact that these repairs or modifications were performed in accordance with professional knowledge and practice or not.

**Assumed Liability**

5.2 Any obligation assumed by the Insured under any agreement, EXCEPT THAT this Exclusion does not apply to:

- (a) any liability which is, or would have been implied by law in such agreement or would have arisen separately from it and in either case only to that extent; or
- (b) in relation to Section B (Personal Injury and Property Damage), the liability which arises from a provision in a contract for lease of real or personal property other than a provision which obliges the Insured to effect insurance or provide indemnity in respect of the subject matter of that contract; or
- (c) any liability which is under an implied warranty of fitness or quality with regard to the Insured's Information and Communication Technology; or
- (d) any liability which is in respect of the treatment or use of confidential information.

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**Property in custody  
and Control**

- 5.3 Property Damage to:
- (a) property owned by, or leased to, or rented to the Insured; or
  - (b) property in the physical or legal control of the Insured.
- EXCEPT THAT this Exclusion does not apply to liability for Property Damage to:
- (a) premises (including landlord's fixtures and fittings) which are leased or rented to the Insured for the purposes of the Business; or
  - (b) premises (or their contents) not owned, leased to, or rented to the Insured but temporarily occupied by the Insured for the purposes of the Business; or
  - (c) Vehicles (not belonging to, or used by or behalf of the Insured) in the physical or legal control of the Insured where the Property Damage occurs while the Vehicles are in a car park owned or operated by the Insured, unless the Insured owns or operates a car park for reward; or
  - (d) Property (excluding any Vehicle which is registered or which is required under any legislation to be registered) in the physical or legal control of the Insured for the purpose of repair, service, maintenance or alteration or which is on temporary hire or loan, subject to a maximum indemnity of **INR as per schedule** for any one Occurrence and in the aggregate in any one Period of Insurance.

**Information and  
Communication  
Technology Recall**

- 5.4 Any Claim arising out of or resulting from the withdrawal, inspection, repair, upgrade, replacement or loss of use of the Insured's Information and Communication Technology or of any property of which they form a part, if such Information and Communication Technology or any property is withdrawn from the market or from use because of any known or suspected defect or deficiency in that Information or Communication Technology.

**Aircraft and Watercraft**

- 5.5 Claims arising out of:
- (a) the ownership, maintenance, operation or use by the Insured of:
    - (i) any Aircraft; or
    - (ii) any Watercraft exceeding 10 meters in length; or
  - (b) the Insured's Information and Communication Technology that are Aircraft component parts used in maintaining an Aircraft in flight or moving upon the ground or used in the construction of an Aircraft hull or machinery or Computer Equipment which, to the knowledge of the Insured, is incorporated in an Aircraft.

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**Vehicles**

5.6 Personal Injury or Property Damage arising out of the ownership, possession, operation, maintenance or use by the Insured of any Vehicle:

- (a) which is registered or which is required under any legislation to be registered; or
- (b) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected).

EXCEPT THAT this Exclusion does not apply to:

- (a) Personal Injury where:
  - (i) that compulsory liability insurance or statutory indemnity does not provide indemnity; and
  - (ii) the reason why that compulsory liability insurance or statutory indemnity does not provide indemnity does not involve a breach by the Insured of legislation relating to Vehicles; or
- (b) Property Damage arising out of and during the loading and unloading of goods to or from any Vehicle.

**Prior or Pending**

5.7 In relation only to Section A (Errors and Omission) any Claim:

- (a) first made, threatened or intimated against the Insured prior to the Period of Insurance; or
- (b) directly or indirectly based upon, attributable to, or in consequence of any fact or circumstance:
  - (i) of which written notice has been given, or ought reasonably to have been given, under any previous policy; or
  - (ii) of which the Insured first became aware prior to the Period of Insurance and which the Insured knew or ought reasonably to have known had the potential to give rise to a Claim under this Policy.

**Trading Debts**

5.8 Directly or indirectly based upon, attributable to, or in consequence of any trading debt incurred by the Insured or any guarantee given by the Insured for a debt.

**Related Parties**

5.9 Any matter where the Claim is brought or maintained by or on behalf of:

- (a) any Insured or any Subsidiary of any Insured; or
- (b) any person who, at the time of the act, error or omission giving rise to the Claim is a Family Member unless such person is acting without any prior direct or indirect solicitation or co-operation of any Insured.

For the purpose of this Exclusion, 'Family Member' means:

- (a) any spouse, domestic partner or companion; or

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- (b) any parent, or parent of the spouse, domestic partner or companion; or
  - (c) any sibling or child;
- of the Insured who permanently resides with the Insured.  
EXCEPT THAT this Exclusion does not apply to Condition 6.1.

<b>Asbestos</b>	5.10	Any actual or alleged liability whatsoever for any claim or claims in respect of losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.
<b>Employment Liability</b>	5.11.1	Personal Injury to any Employee arising directly or indirectly out of or in the course of employment in the Business;
	5.11.2	Any Claim or Claims arising out of the provisions of any workers' compensation legislation or any industrial award or agreement or determination;
	5.11.3	Any matter for which the Insured is or would have been entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to workers' or workmen's compensation including any legislation of any state or territory (whether insurance is effected or not); or
	5.11.4	Damage to or destruction of any property of any Employee, including loss of use, arising out of, or in the course of employment in the Business.
<b>Faulty Workmanship</b>	5.12.1	Property Damage to that part of any property upon which the Insured is or has been working where the Property Damage arises from the work of the Insured; or
	5.12.2	The cost of performing, correcting or improving any work undertaken by the Insured.
<b>Fines, Penalties and Punitive Damages</b>	5.13	Fines, penalties, liquidated damages, punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.
<b>Fraud and Dishonesty</b>	5.14	<p>Directly or indirectly based upon, attributable to, or in consequence of:</p> <ul style="list-style-type: none"> <li>(a) any actual or alleged dishonest, fraudulent, criminal, or malicious act, error or omission of any Insured or their consultants, sub-contractors, or agents; or</li> <li>(b) any act, error or omission of any Insured or their consultants, sub-contractors, or agents committed or alleged to have been committed with a reckless disregard for the consequences thereof; or</li> <li>(c) wilful breach of any statute, regulation, contract or duty by any Insured or their consultants, sub-contractors or agents.</li> </ul>

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**Pollution**

- 5.15.1 Personal Injury or Property Damage caused by or arising out of the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water. EXCEPT THAT this Exclusion does not apply if the discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at one specific time and place; or
- 5.15.2 Any costs and expenses incurred in the prevention, removing, nullifying or clean up of such contamination or pollution other than clean-up, removal or nullifying expenses which are consequent upon a sudden, identifiable, unexpected and unintended happening and takes place in its entirety at a specific time and place which results in Personal Injury and/or Property Damage.

**Radioactivity**

- 5.16.1 Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exclusion, combustion will include any self-sustaining process of nuclear fission; or
- 5.16.2 Nuclear weapons material.

**War**

- 5.17 Loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- a) war, invasion, acts of foreign enemies, hostilities or war-like 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, confiscation or nationalization or requisition or destruction or damage to property by or under the order of any government or public or local authority, or
  - b) any act(s) of terrorism

For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

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- involves violence against one or more persons, or
- involves damage to property, or
- endangers life other than that of the person committing the action, or
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or to disrupt an electronic system.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to a) or b) above.

## **SECTION D - CONDITIONS**

### **Joint Insureds**

- 6.1 Applying only to Section B (Personal Injury and Property Damage): where more than one party comprises the Insured, each of the parties will be considered as a separate and distinct unit and the word 'Insured' will be considered as applying to each party in the same manner as if a separate Policy had been issued to each of them. PROVIDED ALWAYS THAT nothing in this Condition will result in an increase of Raheja QBE's Limit of Indemnity in respect of any Occurrence or Period of Insurance.

### **Reporting and Notice**

- 6.2.1 Applying only to Section A (Errors and Omissions):
- (a) As a condition precedent to Raheja QBE's liability, the Insured must give to Raheja QBE written notice of any Claim within [14] days after it is made against the Insured (this does not alter the requirement to notify during the Notification Period); and
  - (b) If, during the Period of Insurance, the Insured becomes aware of any fact or circumstance that might give rise to a Claim under this Policy and elects to give notice in writing to Raheja QBE of such fact or circumstance during the Notification Period, then any claim which may subsequently arise out of

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such fact or circumstance will be deemed to be a Claim made during the Notification Period.

6.2.2 Applying only to Section B (Personal Injury and Property Damage): As a condition precedent to Raheja QBE's liability, the Insured must give to Raheja QBE notice in writing of every Occurrence, Claim, proceeding, impending prosecution and inquest within 14 days of the Insured's first awareness of any of the same together with all relevant information which may result in a Claim under this Policy, whether or not the Insured believes the amount of any such Claim might fall below the applicable Deductible.

6.2.3 Notice of claim or Occurrence must be given in writing to Raheja QBE and delivered to:

**Claims Manager**

Raheja QBE General Insurance Co. Ltd.

Corporate Office: Fulcrum, 501 & 502, A wing, 5th Floor, International Airport project road, Sahar, Andheri East, Mumbai 400059

Telephone: +91 41715050 Facsimile: +91 22-4171 4920

**Alteration to Risk**

6.3 It is a condition precedent to Raheja QBE's liability that the Insured must give to Raheja QBE written notice within 14 days of any matter which materially increases the risk during the Period of Insurance including:

- (a) any material change made or permitted by the Insured in the Business or the nature of Information and Communication Technology offered by the Insured; or
- (b) the Insured going into voluntary bankruptcy, receivership or liquidation or the Insured failing to pay debts or breaching any other obligation giving rise to the appointment of a receiver or bankruptcy or winding up proceedings.

**Territorial Cover**

6.4 The coverage under this Policy will extend to liability arising out of acts, errors or omissions committed anywhere in the world except that, subject to Condition 6.5.2, there will be no coverage:

- (a) under this Policy in respect of acts, errors or omissions which occur within the territorial limit of the United States of America or the Dominion of Canada or their territories or protectorates; or
- (b) arising out of the Insured's Information and Communication Technology knowingly exported, sold licensed, shared by the Insured or the Insured's agents or servants to the United States of America or the Dominion of Canada or their territories or protectorates.

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**Jurisdictional Cover**

6.5.1 Subject to Condition 6.5.2, the coverage provided under this Policy will extend to any Claims brought in a court of law anywhere in the world except where:

- (a) such Claim is brought in a court of law within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates; or
- (b) such Claim arises out of the enforcement of any judgment, order or award obtained within, or determined pursuant to the laws of the United States of America or the Dominion of Canada or their territories or protectorates; or
- (c) such Claim is determined by application of the laws of the United States of America or the Dominion of Canada or their territories or protectorates.

6.5.2 The exceptions in relation to the United States of America or the Dominion of Canada or their territories and protectorates in Conditions 6.4 and 6.5 do not apply to coverage under Section B (Personal Injury and Property Damage) of this Policy in respect of Claims and actions arising from the presence outside India of any person who is normally resident in India and who is not undertaking manual work or supervision of work of any kind whilst in the United States of America or the Dominion of Canada or their territories or protectorates.

PROVIDED ALWAYS THAT the Limit of Indemnity in respect of coverage provided under this Condition is inclusive of all Defence Costs as set out in Insuring Clause 4.2 of this Policy.

**Records**

6.6.1 Raheja QBE may examine and audit the Insured's books and records at any time during the Period of Insurance and within three (3) years thereafter but that examination and audit will be restricted to matters which in the opinion of Raheja QBE are relevant to the Policy. Neither Raheja QBE's right to inspect nor its failure to inspect nor the making of any inspection nor any report of an inspection may be used by the Insured or others in any action or proceeding involving Raheja QBE. No examination by Raheja QBE under 6.6.1 or 6.8 will relieve the Insured of its other obligations under this Policy, or derogate from the Insured's obligation to make a full, frank and complete disclosure of all material facts upon the renewal of this Policy or the application for any other policy.

6.6.2 The Insured must keep records of all matters and information requested by Raheja QBE and must on reasonable notice allow Raheja QBE or its nominee to inspect and make copies of those records.

**Cancellation**

6.7.1 The Insured may cancel this Policy at any time by notifying Raheja QBE in

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writing and Raheja QBE will provide a refund of Premium for the unexpired Period of Cover with the short-period rate but if claims have been notified or payments have been made under this Policy then the premium shall be deemed to be fully earned and no refund of premium will be due.

6.7.2 Raheja QBE may cancel this Policy by giving thirty (30) days notice in writing to the Insured at the Insured's last known address and Raheja QBE will provide a pro-rata refund of Premium for the unexpired Period of Cover. Notwithstanding any provisions to the contrary in the preceding paragraph, the Insurer may cancel this policy only on the grounds of established fraud in the case of an individual/retail policyholder. All other cancellation provisions outlined above shall continue to apply.

**Inspection of Property**

6.8 Raheja QBE will be permitted but not obligated to inspect the Insured's property and operations at any time. Neither Raheja QBE's right to inspect nor its failure to inspect nor the making of any inspection nor any report of an inspection may be used by the Insured or others in any action or proceeding involving Raheja QBE.

**Newly Created or  
Acquired Entity or  
Subsidiary**

6.9.1 Raheja QBE agrees to provide coverage to any entity or Subsidiary acquired or created by the Insured during the Period of Insurance for a period of up to fourteen (14) days (but never beyond the expiry date of the Period of Insurance) from the date of such acquisition or creation.

6.9.2 Raheja QBE may, at its discretion, agree to provide further coverage beyond a period of fourteen (14) days (but never beyond the expiry date of the Period of Insurance) where:

- (a) the Insured has notified Raheja QBE of the acquisition or creation of the entity or Subsidiary and has provided all information requested by Raheja QBE; and
- (b) any terms imposed by Raheja QBE, including the charging of any additional premium considered appropriate, have been agreed by the Insured.

PROVIDED ALWAYS THAT any coverage provided under this Condition will only apply in respect of liability arising out of any act, error or omission occurring subsequent to the date of acquisition or creation, unless otherwise agreed in writing by Raheja QBE.

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<b>Estate and Legal Representatives</b>	6.10	Raheja QBE agrees to provide coverage to the estate, heirs, legal representative or assigns of any Insured in the event of the death or incapacity of such Insured. PROVIDED ALWAYS THAT such persons will be subject to all terms of this Policy in so far as they can apply.
<b>Assignment of Interest</b>	6.11	No change in, or modification of, or assignment of interest under this Policy will be effective except when made by written endorsement to this Policy and signed by an authorized employee of Raheja QBE.
<b>Deductible</b>	6.12.1	In respect of each Claim made against the Insured the amount of the Deductible will be borne by the Insured, as its own risk and Raheja QBE will only be liable to indemnify the Insured for that part of any Claim which is in excess of the Deductible. The Deductible shall also be applicable to Defence costs, including the costs incurred by Raheja QBE in engaging advisers considered necessary by Raheja QBE to determine the liability of the Insured and to resolve the Claim.
	6.12.2	Where Raheja QBE has elected to pay all or part of the Deductible in respect of any Claim, the Insured must, within fourteen (14) days from the date of such payment, reimburse Raheja QBE for that payment.
	6.12.3	Any Defence Costs incurred by Raheja QBE to determine whether Raheja QBE has a liability to indemnify the Insured under this Policy will not be subject to the Deductible but will be borne by Raheja QBE.
<b>Defence and Settlement</b>	6.13.1	It is a condition precedent to Raheja QBE's liability that the Insured will not to settle any Claim, incur any Defence Costs, make any admission, offer any payment or otherwise assume any contractual obligation with respect to any Claim without Raheja QBE's prior written consent. Raheja QBE will not be liable for any settlement, Defence Costs, admission, offer or payment, or assumed obligation to which it did not consent in writing.

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6.13.2 It is a condition precedent to Raheja QBE's liability that Raheja QBE will be entitled at any time to conduct, in the name of the Insured, the defence or settlement of any Claim and, subject to any other provision of this Policy, will have full discretion as to the manner in which the defence or settlement is conducted. Having taken over the defence of any Claim, Raheja QBE may, in its sole and absolute discretion, relinquish the same. If Raheja QBE chooses to take over or relinquish the defence of any Claim then the exercise of such rights will not under any circumstances operate so as to modify or expand in any manner Raheja QBE's liability or obligations under this Policy beyond those that would have existed had Raheja QBE not exercised its rights.

**Claims Co-operation**

6.14.1 The Insured must use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any liability in respect of any Claim.

6.14.2 It is a condition precedent to Raheja QBE's liability that, after any Claim or fact or circumstance that might give rise to a Claim under this Policy has been notified, the Insured must provide information to Raheja QBE of all significant developments (including proceedings, prosecutions or inquiries) which may affect such Claim or fact or circumstance.

6.14.3 It is a condition precedent to Raheja QBE's liability that the Insured must at its own expense frankly and honestly provide to Raheja QBE all relevant information and assistance Raheja QBE may require to enable it to investigate and/or to defend any Claim or fact or circumstance, and/or to enable Raheja QBE to determine its liability under this Policy.

6.14.4 The Insured must use its best endeavours to preserve all property, Information and Communication Technology, appliances and plant and all other things which may assist in the investigation or defence of a Claim or fact or circumstance, in the exercise of a right of subrogation and the Insured must not, without the consent of Raheja QBE, carry out any alteration or repair to relevant items until Raheja QBE has had an opportunity to inspect them.

**Discharge of Liabilities**

6.15 Raheja QBE may at any time pay to the Insured in respect of any Claim against the Insured, being the subject of one Limit of Indemnity, the balance of that Limit of Indemnity and upon that payment Raheja QBE will relinquish conduct or control of and be under no further liability under this Policy in connection with that Claim, EXCEPT FOR:

(a) costs and expenses recoverable from the Insured for all or part of the period

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prior to such payment; and

- (b) Defence Costs covered under Insuring Clauses 1.2 and 4.2 prior to such payment.

<b>Insured's Right to Contest</b>	6.16	If Raheja QBE recommends settlement in respect of any Claim and the Insured does not agree that the Claim should be settled, then the Insured may elect to contest the Claim. PROVIDED ALWAYS THAT Raheja QBE's liability in connection with that Claim will not exceed the amount for which the Claim could have been so settled plus the Defence Costs incurred up to the date of the Insured's election.
<b>Subrogation</b>	6.17	The Insured shall at its own expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by Raheja QBE for the purpose of enforcing and/or securing any civil or criminal rights and remedies or obtaining relief or indemnity from any other party to which Raheja QBE is or would become entitled upon it making payment under this Policy, whether such acts or things shall be or become necessary or required before or after Raheja QBE's payment. The Insured shall not prejudice these subrogation rights in any manner and shall at its own expense provide Raheja QBE with whatever assistance or cooperation is required to enforce such rights. Any recovery made pursuant to this clause shall first be applied to the amounts paid or payable by Raheja QBE under this Policy and Raheja QBE's costs and expenses of effecting a recovery, where after Raheja QBE will pay any balance remaining to the Insured.
<b>Notices</b>	6.18	Any notice given in writing by Raheja QBE to the first named Insured specified in the Schedule will be treated as notice to each of the parties comprising the Insured. Service of notices by Raheja QBE will be effective immediately on receipt by the first named Insured of a facsimile transmission sent from Raheja QBE or in the case of notices by post, three business days after having been posted by Raheja QBE.
<b>Due Observance</b>	6.19	The fulfilment of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured or any other person claiming under this Policy shall be conditions precedent to Raheja QBE's liability.
<b>Policy Construction and Interpretation</b>	6.20	The construction, interpretation and meaning of the provisions of this Policy will be determined in accordance with the laws of India, and any disputes relating to it will be submitted to the exclusive jurisdiction of the courts of such Mumbai, India.

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### Legal Counsel Clause

- 6.21 (a) Raheja QBE shall not require the Insured to contest any Claim unless a Legal Counsel (to be nominated by Raheja QBE) shall advise that such Claim should be contested.
- (b) In formulating such advice, Legal Counsel shall take into consideration the economics of the matter, the damages and costs which are likely to be recovered by the plaintiff, the likely Costs and Expenses and the prospects of the Insured successfully defending the Claim.
- (c) The costs of such Legal Counsel's opinion shall be regarded as part of the Defence Costs.
- (d) It is hereby agreed and understood that (i) this is not an arbitration clause; (ii) that Legal Counsel will act as an expert not an arbitrator, and (iii) Legal Counsel's advice shall not be or be deemed to be an arbitration award.

**Run-off Cover Insured**  
**Entity or subsidiary**

- 6.22 Raheja QBE agrees that if an Insured entity or Subsidiary ceases to exist or operate or is consolidated with, merged into or acquired by any other entity, then the coverage provided under this Policy with respect to that Insured entity or Subsidiary will continue until the expiry date of the Period of Insurance. PROVIDED ALWAYS THAT such coverage will only apply under Section A in respect of liability arising out of any act, error or omission occurring prior to the effective date that such Insured entity or Subsidiary ceased to exist or operate or was consolidated with, merged into or acquired by another entity, unless otherwise agreed in writing by Raheja QBE.

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## SECTION E - DEFINITIONS

<b>Aircraft</b>	7.1	"Aircraft" means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
<b>Business</b>	7.2	"Business" means the business described in the Schedule including the ancillary provision of canteens, social, sports welfare and childcare organisations for the benefit of the Insured's Employees, first aid, fire and ambulance services and the maintenance of the Insured's premises.
<b>Claim</b>	7.3	<p>"Claim" means:</p> <p>(a) the receipt by the Insured of any written or verbal notice of demand for compensation made by a third party against the Insured; or</p> <p>(b) any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counter-claim or third or similar party notice served upon the Insured.</p>
<b>Computer Equipment</b>	7.4	"Computer Equipment" means but is not limited to any or any combination or part of data, computer hardware, operating system, application, software and computer chip, including microprocessor chip or embedded control logic.
<b>Data</b>	7.5	<p>"Data" Means:</p> <p>(a) information such as text, numbers, sounds and images that can be processed by any form of electronic device; and</p> <p>(b) deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any method but will not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.</p>
<b>Deductible</b>	7.6	"Deductible" means the amount of Deductible as specified in the Schedule.
<b>Damages</b>	7.7	"Damages" means any amount that an Insured shall become legally liable to pay to a third party in respect of judgments or awards rendered against an Insured or settlement to which Raheja QBE's prior written consent was obtained. "Damages" shall not mean or include the return or offset of, or damages measured by, fees, charges, or commissions for goods or services already provided or contracted to be provided; any amounts for which the

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Insured is not liable, or for which there is no legal recourse against the Insured.

<b>Defence Costs</b>	7.8	"Defence Costs" means the reasonable expenses necessarily incurred with the written consent of Raheja QBE by or on behalf of the Insured or Raheja QBE in the investigation, settlement or defence of a Claim and will include legal costs and disbursements.
<b>Employee</b>	7.9	"Employee" means any person engaged under a contract of service or apprenticeship with the Insured but does not include any person employed under such a contract who is excluded from the definition of 'worker' under any workers' compensation legislation.
<b>Information and Communication Technology</b>	7.10	<p>"Information and Communication Technology" means:</p> <p>(a) any Computer Equipment, software, hardware or firmware sold, manufactured, produced, installed, repaired, serviced, treated, supplied, distributed, licensed or shared by the Insured; and</p> <p>(b) any service, advice or work provided by the insured in relation to or in connection with 7.10 (a) and includes the provision of data processing, data communication services provided by the Insured in the conduct of the Business</p>
<b>Insured</b>	7.11	<p>"Insured" means:</p> <p>(a) the person, person, partnership, company, corporation or other entity specified as the Insured in the Schedule, and</p> <p>(b) any person who is, during the Period of Insurance, a principal, partner, director or Employee of the Insured; and</p> <p>(c) any former partners, directors or Employees of the Insured; and</p> <p>(d) any office bearer or member of social and sporting clubs, canteen, welfare and childcare organisations and first aid, fire and ambulance services formed with the consent of the named Insured in respect of Claims arising from their duties connected with the activities of any such club, organisation or service.</p> <p>Insured does not include the interest of any person other than as described in 7.11 (a)-(d).</p>
<b>Licensee</b>	7.12	"Licensee" means any party who enters into a licence agreement with the Insured.
<b>Limit of Indemnity</b>	7.13	"Limit of Indemnity" means the applicable Limit of Indemnity specified in the Schedule.

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<b>Notification Period</b>	7.14	"Notification Period" means the period commencing on the start of the Period of Insurance and ending twenty eight (28) days after its expiry.
<b>Occurrence</b>	7.15	"Occurrence" means an event, including continuous or repeated exposure to conditions, which results in Personal Injury or Property Damage neither expected nor intended by the Insured. With respect to Personal Injury or Property Damage all such exposure to substantially the same general conditions will be deemed to be one Occurrence.
<b>Property Damage</b>	7.16	"Property Damage" means physical damage to, loss or destruction of tangible property, including any resulting loss of use of the property, or loss of use of tangible property which has not been physically damaged, lost or destroyed, provided such loss of use is caused by an Occurrence.
<b>Personal Injury</b>	7.17	<p>"Personal Injury" means:</p> <ul style="list-style-type: none"> <li>(a) bodily injury (and this expression includes death and illness), disability, shock, fright, mental anguish, mental injury; and</li> <li>(b) false arrest, wrongful detention, false imprisonment or malicious prosecution; and</li> <li>(c) wrongful entry or eviction or other invasion of the right of privacy; or</li> <li>(d) assault and battery not committed by or at the direction of the Insured unless reasonably committed for the purpose of preventing or eliminating danger to person or property.</li> </ul>
<b>Period of Insurance</b>	7.18	"Period of insurance" means the period specified in the Schedule.
<b>Policy</b>	7.19	<p>"Policy" means:</p> <ul style="list-style-type: none"> <li>(a) the Schedule, Insuring Clauses, Extensions, Conditions, Definitions, Exclusion and other terms contained herein; and</li> <li>(b) any endorsement attaching to and forming part of this Policy either at inception or during the Period of Insurance; and</li> <li>(c) the Insured's statements in the Proposal.</li> </ul>
<b>Pollutants</b>	7.20	"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled or reconditioned or reclaimed.
<b>Premium</b>	7.21	"Premium" means the Premium specified in the Schedule or in any endorsement

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to the Schedule.

<b>Proposal</b>	7.22	"Proposal" means the written proposal made by the Insured to Raheja QBE containing particulars and statements which, together with other information provided by the Insured, are the basis of this Policy and are considered as incorporated herein.
<b>Raheja QBE</b>	7.23	Raheja QBE General Insurance Co. Ltd.
<b>Subsidiary</b>	7.24	"Subsidiary" means:  (a) any entity which by virtue of any applicable legislation or law is deemed to be a subsidiary of the Insured specified in the Schedule; or  (b) any entity over which the Insured specified in the Schedule is in a position to exercise effective direction or control through ownership or control of more than fifty percent (50%) of the issued voting shares of such entity.
<b>Schedule</b>	7.25	"Schedule" means the Schedule to the Policy.
<b>Vehicle</b>	7.26	"Vehicle" means any type of machine on wheels or on self laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by such machine.
<b>Watercraft</b>	7.27	"Watercraft" means any vessel, craft or thing made or intended to float on, or in, or travel on or through water.

## What to do in the event of a claim?

If an event happens which may give rise to a claim under this Policy you must:

1. Inform incident to us as soon as possible. You will be provided with advice on the procedure to follow. You may call Raheja QBE Call Centre on Toll Free No: 1800-102-7723 OR notify loss by email to [claims@rahejaqbe.com](mailto:claims@rahejaqbe.com) OR report claim on RQBE Website [www.rahejaqbe.com](http://www.rahejaqbe.com) OR send Letter or Fax to RQBE office
2. Please supply us with all information we require to settle the claim.
3. Take all reasonable precautions to prevent further loss or damage.
4. Not negotiate, admit, repudiate or pay any claim by any person.
5. Co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person.
6. If in doubt at any time please call us for advice

## What you must not do in the event of a claim?

You must not:

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1. admit liability if an incident occurs which is likely to result in someone claiming against you
  2. make any admission of guilt or promise or offer of payment in connection with any such claim, unless we first agree in writing.
- This applies to you or any other person making a claim under this Policy.

## Dispute Resolution

Raheja QBE will take all steps to settle your claim in accordance with policy terms and conditions. However, since the policy does not cover all eventualities, there may be disagreement between us about the Policy.

For resolution of such disputes RQBE has developed an elaborate Grievance Redressal mechanism.

At your request, the Dispute will be considered afresh by the Grievance Redressal Committee of RQBE. If you are not satisfied with the decision of the Grievance Redressal Committee you may refer your case to the Insurance Ombudsman\*.

\* The Insurance Ombudsman is empowered to receive and consider complaints in respect of personal lines of insurance from any person who has any grievance against an insurer.

### Short Term Scale:

The Insured would be entitled to a return of premium at Raheja QBE's short period scales as mentioned in the table below, for the period the Policy had been in force.

For a period not exceeding	15 days	Full Annual Premium
-do-	1 month	85% of the Annual Premium
-do-	2 months	80% of the Annual Premium
-do-	3 months	75% of the Annual Premium
-do-	4 months	70% of the Annual Premium
-do-	5 months	60% of the Annual Premium
-do-	6 months	50% of the Annual Premium
-do-	7 months	40% of the Annual Premium

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-do-	8 months	20% of the Annual Premium
For a period exceeding	8 months	Nil

Internal Purpose

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