

POLICY WORDING

Important Notice

In consideration of the receipt of premium, and in reliance of the statements made and the information contained in the proposal form (which are a part of and form the basis of this Policy) and subject to the terms and conditions of this Policy, the Insurer and the **Policyholder** agree as follows. Please note that the **Policy** provides insurance on a Claims Made basis, claims first made in writing against the **Insured** during the **Policy Period** on or after the **Retroactive Date** shown in the **Schedule** or if no **Retroactive Date** is provided, then the inception date of the **Policy** or renewal date, shown in the **Schedule** attached hereto. Accordingly, **Insurer** will only cover the **Insured** in respect of **Claims** which are first made against the **Insured** during the **Policy Period** and reported to **Insurer** during the **Policy Period**.

1. INSURING CLAUSE

I. Professional Liability

Insurer will indemnify or pay on behalf of the **Insured** against any civil liability of the **Insured** that incurs in respect of a **Claim** arising from the performance of **Healthcare Services** and/or **Professional Services**.

II. Advancement of Defence Costs

Insurer will pay for **Defence Costs** in respect of a **Claim** covered under Insuring Clause I(I) or under any applicable extension. **Insurer** will pay for these **Defence Costs** subject to terms and conditions in Clause 6, as and when they are incurred prior to final determination of the **Claim**.

However, each **Insured** shall repay to **Insurer** all payments of **Defence Costs** incurred on that **Insured's** behalf if and to the extent it is subsequently established that such **Defence Costs** are not **Insured** under the **Policy**.

Defence Costs are subject to the **Deductible** as mentioned in the **Schedule** and form part of the Limit of Liability.

2. Extensions

I. Contractual Liability

It is hereby understood and agreed that the **Insurer** shall indemnify the **Insured**, for their contractual liability, where such liability would have attached to the **Insured**, which is not assumed by the **Insured**, unless under any express warranty, guarantee, hold harmless agreement, indemnity clause or the like.

II. Breach of Privacy and Confidentiality

It is hereby understood and agreed that the **Insurer** shall indemnify the **Insured** towards any **Claim** which the **Insured** shall become legally obligated to pay as a result of any unintentional breach of privacy and confidentiality in course of providing **Healthcare Services** and/or **Professional Services**.

Coverage under this extension is applicable only if the **Claim** is first made against any **Insured** and reported to the **Insurers** during the **Policy Period** or **Extended Reporting Period** (if applicable)

III. Extended Reporting Period

If the **Policy** is neither renewed nor replaced by the **Insured** with a policy or policies providing similar cover then the **Insured** is entitled to an automatic **Extended Reporting Period** as per item of the **Schedule**.

IV. Spouses, Estates & Representatives

Insurer will cover in the event of the death, incapacity or bankruptcy of an **Insured**, any **Claim** brought against his or her estate, heirs, executors, administrators or legal representatives; or as if the **Claim** had been brought against that **Insured**.

No cover is provided under this extension for any actual or alleged act or omission by such estate, heirs, executors, administrators, legal representatives or **Spouse**.

V. Good Samaritans Cover

The **Insurer** will indemnify the **Insured** against civil liability for compensation and claimant's costs and expenses in respect of **Claims** first made against the **Insured** and notified to the **Insurer** during the **Policy Period** resulting from the rendering of or failure to render first aid and assistance in an emergency situation or accident, except when such **Insured** is engaged in the capacity of performing **Professional Services** by another person or entity.

VI. Compensation for court attendance

It is hereby understood and agreed that **Insurer** will indemnify the reasonable and necessary travel and accommodation expenses for any person described in (a) and (b)below who actually attends court in connection with a **Claim** notified under and covered by this **Policy**, the cover will include the following rates per day for each day on which attendance in court has been required as per limits specified below:

(a) any **Principal**, partner, or director of **Insured** INR XXXXX

(b) or for any other Insured who is not a Principal, partner, or director INR XXXX

This amount shall be part of and not in addition to the aggregate **Limit of Liability**

The **Deductible** will not apply to this extension. **Subject to supporting documents, bills being submitted as per the policy terms and conditions**

VII. Lost Documents

The **Insurer** will, in the event of loss of or damage to **Documents** occurring in connection with the **Healthcare Services** and/or **Professional Services**, indemnify the **Insured** against all costs and expenses reasonably incurred by the **Insured** in replacing or restoring such **Documents** provided that:

- i. such loss or damage is sustained during the **Policy Period** while the **Documents** are either in transit or in the custody of the **Insured** or of any person to whom the **Insured** has entrusted them in the course of the normal conduct of the **Healthcare Services** and/or **Professional Services**.
- ii. where the **Documents** are in electronic format, the **Insured** or any person to whom the **Insured** has entrusted them, have in place sufficient and proper procedures for the security and the daily back-up of the **Documents**; the amount of any **Claim** for such costs and expenses shall be supported by bills and accounts which shall be subject to approval by subject matter expert or be nominated by the **Insurer** with the consent of the **Insured** or if such consent is withheld, the relevant authority of the State where the **Policy** was issued;
- iii. the **Insurer** will not be liable in respect of loss or damage caused by riot or civil commotion;

the **Insurer** will not be liable in respect of loss or damage caused by fading, mould, vermin, pest infestation, wear, tear or any other gradually operating cause; and the total liability of the **Insurer** for all costs and expenses under this extension will not exceed the '**Lost Documents Limit**' specified in the Item 11 Endorsements under the **Schedule** and in no case the overall aggregate Limit of Liability during the **Policy Period**

VIII. Defamation, Libel and Slander

It is hereby understood and agreed that the **Insurer** shall indemnify the **Insured** for a **Claim** which the **Insured** shall become legally obligated to pay as a result of any unintentional act of defamation (civil) provided o::

- (a) the libel or slander committed by the **Insured** while conducting their **Profession Services** and/or **Healthcare Services**; and

(b) the **Insured** did not intend to commit the libel or slander with express malice

3. Optional Extensions

It is agreed that subject to the applicable terms, conditions and exclusions in terms of Clause 4 of the Policy, the cover under the Policy is made available to the following Extensions that are expressly specified to be applicable in the **Schedule**:

(a) Public Relations Costs	Insurer will pay on behalf of the Insured the reasonable and necessary costs and expenses (upto to the sub-limit specified at Item XX of the Schedule) incurred by an Insured with Insurer's prior written consent (which shall not be unreasonably withheld) in seeking advice from a public relations consultant solely for the benefit of protecting the Insured's professional reputation as a result of Healthcare Services and/or Professional Services performed by the Insured which have or could reasonably lead to a Claim being made against the Insured .
(b) Visiting Medical Professional	The Insurer will continue to pay the loss of a Visiting Medical Professional in respect of a Claim made against the Visiting Medical Professional during the Policy Period (or Extended Reporting Period , (if applicable) resulting from the conduct of Healthcare Service and/or Professional Service , provided that: (a) The Limit of Liability under this Policy has been exhausted; and (b) The Visiting Medical Professional has exhausted any other available insurance cover or source of indemnity. Provided that this extension shall only be available up to the limit specified at Item X of the Schedule for Visiting Medical Professional .
(c) Professional Inquiries	Insurer will pay on behalf of the Insured the reasonable and necessary costs and expenses (upto to the sub-limit specified at Item X of the Schedule) incurred by the Insured (but excluding the Insured's salaries, wages, fees, allowances, travel and accommodation expenses) in preparing for and attending a Professional inquiry provided that: (a) such costs and expenses were incurred with the prior written

	<p>consent of Insurer which shall not be unreasonably withheld; and</p> <p>(b) the notice requiring the Insured to attend the Professional Inquiry is first served upon the Insured during the Policy Period and reported to Insurer during the Policy Period.</p> <p>The Insured shall repay to Insurer all payments of Professional Inquiry representation costs and expenses incurred on the Insured's behalf if and to the extent it is established that such Professional Inquiry representation costs and expenses are not Insured under the Policy.</p>		<p>molestation, interference, mental abuse or physical abuse or any Insured who by act or omission has condoned any such act. If it is found by way of an admission by the Insured, judgment or adjudication that such Insured did in fact commit or condone such molestation, interference, mental or physical abuse then any Defence Costs or Inquiry Costs indemnified under this extension must be repaid by such Insured within thirty days following a request by the Insurer for such repayment.</p>
(d) Molestation Defence Costs and Inquiry Costs	<p>Subject to exclusion VI 'Dishonest, Fraudulent or Criminal Acts', the Insurer will indemnify the Insured for:</p> <p>(a) Defence Costs for Claims arising from; and/or</p> <p>(b) Inquiry Costs in respect of:</p> <p>alleged molestation of, interference with, mental abuse of or physical abuse of persons by an Employee or the Insured, but not by any person performing any volunteer service for or on behalf of the Insured, provided that in respect of Inquiry Costs:</p> <p>i. the notice requiring the Insured's attendance at the inquiry or hearing is first received by the Insured and notified to the Insurer during the Policy Period; and</p> <p>ii. such attendance arises directly from conduct allegedly committed by the Insured in carrying on the Professional Services and/or Healthcare Services; and</p> <p>iii. such indemnity is subject to the written consent of the Insurer prior to the incurring of the Inquiry Costs; and</p> <p>iv. regular or overtime wages, salaries or fees of the Insured are excluded from this indemnity.</p> <p>Nothing in this extension shall require the Insurer to indemnify any Insured who has perpetrated any such act of</p>	(e) Run-Off Cover	<p>If during the Policy Period, the following events occur;</p> <p>(a) Insured Person ceases to or retires from the Professional Services practice for reasons other than resignation or disqualification by any regulatory authority, medical council, or any such authority</p> <p>(b) a Merger or Acquisition of the Insured Medical entity or establishment</p> <p>(c) the appointment of a receiver, controller, administrator or liquidator to the Insured or the commencement of a scheme of arrangement or compromise or a winding up process in respect of the Insured I e</p> <p>then this Policy will remain in force until the expiry of the Policy Period, but only in respect of a Claim resulting from any error or omission occurring or committed prior to the event described in parts (a), (b) or (c) of this extension.</p> <p>Provided always that such coverage shall only apply in respect of legal liability for breach of professional duty by reason of any negligent act, error or omission occurring prior to the effective date that such Insured medical entity or establishment ceased to exist or operate or was consolidated with, merged into or acquired by another entity, unless otherwise agreed in writing by the Insurer.</p> <p>However this will not apply if:</p> <p>(a) the Insured renews this Policy or replaces it with another</p>

	insurance providing similar coverage; or or (b) purchases from the Insurer , before the expiry of the Policy Period , an additional Run-off Cover beyond for additional period, on payment of additional premium
(f) Dishonesty of Employees	the Insurer shall indemnify the Insured for any expenses, in excess of the Deductible , which the Insured shall become legally obligated to pay as a result of any Claim first made against any Insured and reported to the Insurers during the Policy Period or Extended Reporting Period (if applicable) arising out of any dishonest, fraudulent, criminal or malicious act or omission of any Employee but only when providing Healthcare Services and/or Professional Services on or after the Retroactive Date and before the end of the Policy Period .
(g) Medico-Legal Consultation	The Insured is entitled to necessary expenses incurred (up to the sub-limit specified at Item XX of the Schedule) medico-legal advice from the 'Legal Adviser' (or their delegate) on any matter related to the risks Insured under this Policy , except in relation to the scope of cover provided under this Policy , or claims, disputes or complaints against the Insurer , provided that: (a) the legal advice is sought during the Policy Period ; (b) the Insured must provide the legal adviser with the Policy number, Policy Period and name of the Insured ; and (c) the legal advice is limited to one hour in relation to any particular matter. The cost of the legal advice is to be paid by the Insurer and not the Insured .
(h) Students and Volunteers	the Insurer shall indemnify the Insured for liability in respect of any Claim made against the Insured medical entity/establishment for an act or omission by any Medical Student / Volunteer / Practitioner, appointed with the Insured by a university or college of advanced education or equivalent authorized medical institution, medical council, where such Claim arises by reason of any negligent act, error or omission incurred on the part of such person in the conduct of the Healthcare Services and/or Professional Services

(i) Participation in Clinical Trials	The Insurer will, indemnify the Insured , in the event of a Claim against an Insured , arising out of providing or practicing the Professional Services and/or Healthcare Services , as a part of the Insured's involvement in a clinical trial, study or research project, but not in relation to the Insured acting as an administrator or a sponsor of such trial, study or research project
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4. EXCLUSIONS

The **Insurer** shall not be liable in respect of:

- I. Prior claims or known circumstances
 - i. any **Claim** first made against the **Insured** prior to the inception of the **Policy Period** or disclosed in the **Proposal**; or
 - ii. any **Claim**, liability, compensation, **Inquiry Costs**, claimant's costs and expenses or **Defence Costs** directly or indirectly arising from or in respect of any facts, events or circumstances:
 - a. which the **Insured** knew, prior to the inception of the **Policy Period**, might give rise to a **Claim**, liability, compensation, **Inquiry Costs**, claimant's costs and expenses or **Defence Costs** which might be covered under this **Policy**;
 - b. which a reasonable person in the **Insured's** position would have thought, prior to the inception of the **Policy Period**, might give rise to a **Claim**, liability, compensation, **Inquiry Costs**, claimant's costs and expenses or **Defence Costs** which might be covered under this **Policy**;
 - c. which were disclosed in the **Proposal** or were or could be notified under any insurance that was in force prior to the inception of the **Policy Period**;
 - d. which were alleged in or discovered in any **Claim** made against the **Insured** prior to the inception of the **Policy Period**; or
 - e. relating to or underlying any **Claim** made against the **Insured** prior to the inception of the **Policy Period**.
- II. **Retroactive Date**
any **Claim** resulting from any act, error or omission occurring or committed prior to the **Retroactive Date**.
- III. **Professional fees**
 - i. any **Claim** for indemnity by the **Insured** or;
 - ii. any **Claim** solely for; or
 - iii. that part of any **Claim** that is in respect of, professional fees or charges or the refund of professional fees or charges (by way of damages or otherwise)

- IV.** Asbestos arising directly or indirectly from or in respect of asbestos, asbestos fibres or derivatives of asbestos, provided that this exclusion shall not apply to the provision of the Healthcare Services and/or Professional Services for any asbestos related disease.
- V.** Directors and officers liability arising directly or indirectly from or in respect of the **Insured's** functions and duties as a director and/or officer of the **Insured** or any legal entity, corporation or other incorporated body.
- VI.** Dishonest, fraudulent or criminal acts arising directly or indirectly from or in respect of any:
- I. dishonest, fraudulent or malicious act or omission by the **Insured**; or
 - II. criminal act or omission or breach of any statute committed by the **Insured** with reckless or wilful intent.
 - III. Employer's liability arising directly or indirectly from or in respect of:
 - (i) the death, bodily injury, disease or illness of any **Insured** arising out of or in the course of or in respect of their employment; or
 - (ii) a breach of any obligation owed by an **Insured** to an **Insured**.
- VII.** Fines, penalties, punitive or aggravated damages arising directly or indirectly from or in respect of fines or penalties including civil penalties, punitive or aggravated damages.
- VIII.** Goods sold, stored, supplied or distributed arising directly or indirectly from or in respect of the sale, storage, supply or distribution of any good or product other than any **Claim** which arises directly from a breach of professional duty during the actual provision of the **Healthcare Services**.
- IX.** Intoxicants and drugs arising directly or indirectly from or in respect of any services rendered by any person while that person is under the influence of intoxicants or drugs or from any failure to render services competently or at all because of such influence, if such services were performed with the knowledge or connivance of a Principal.
- X.** Unless and to the extent covered by way of an extension to this **Policy**, Liquidated damages arising directly or indirectly from or in respect of liquidated damages imposed upon the **Insured** by contract or agreement, except to the extent that the **Insured** would have been liable for that damage in the absence of any such contract or agreement.
- XI.** Radioactivity arising directly or indirectly from or in respect of ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear device or assembly, or a nuclear component thereof, provided that this exclusion shall not apply to ionising radiation sourced from radioisotopes or x-rays when used by qualified medical staff in any medical procedure or diagnosis.
- XII.** Related party claims arising directly or indirectly from or in respect of any **Claim** brought by:
- (i) any **Insured**;
 - (ii) any **Subsidiary**;
 - (iii) any company or trust which is operated or controlled by the **Insured** or its nominees or trustees and in which an **Insured** has a direct or indirect financial interest;
 - (iv) any company in which an **Insured** has or has held at least a 20% financial interest and has had or has board representation on that company; or
 - (v) any **Relative** or any company owned or controlled by a **Relative**, unless the **Healthcare Services** that gave rise to the Claim were signed off by a **Principal** of the **Insured** who is a person not related to the **Relative**.
 - (vi) Any Act of Terrorism or Terrorism arising directly or indirectly from or in respect of:
 - (vii) any action taken in controlling, preventing, suppressing or in any way relating to any **Act of terrorism**, provided that this exclusion shall not apply to the provision of the **Professional Services** and/or **Healthcare Services** for any bodily injury, illness or disease caused by an **Act of terrorism**.
- XIII.** War arising directly or indirectly from or in respect of any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, provided that this exclusion shall not apply to the provision of the **Healthcare Services** for

any bodily injury, illness or disease caused by any event described above.

- XIV.** any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV 111)c or LYMPHADENOPATHY ASSOCIATED VIRUS (LAV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any Syndrome or condition of a similar kind howsoever it may be named.
- XV.** Deliberate, willful or intentional non-compliance with any statutory provision.
- XVI.** claims arising due to disappearance, theft or interchange of infants .

5. DEFINITIONS

For the purpose of this **Policy**:

Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization (s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government or to put the public, or any section of the public, in fear.

Adverse Publicity Event means an event which, in the reasonable opinion of a **Principal** of the **Insured**, might cause the reputation of the **Insured** to be seriously affected by adverse or negative publicity.

Change of Control

Means the consolidation or merger of the **Policyholder** with or the acquisition of more than 50 per cent of the issued share capital or shareholder voting rights of the **Policyholder**, directly or indirectly, by:

- (a) one person or one organisation, or
- (b) persons or organisations acting in concert; other than the Insured entity.

Claim means:

- (a) any demand made by a third party upon the **Insured** arising and/or attributable to **Healthcare services** or **Professional services** , however conveyed, including a writ, statement of claim, application or other legal or arbitral process;
- (b) for the purposes of cover under extension 3(d) 'Molestation **Defence Costs** and **Inquiry Costs**' only, prosecution of the **Insured**; and
- (c) for the purpose of cover under endorsement 'Statutory Liability' only, a prosecution of the **Insured** brought under occupational health and safety,

environmental or other relevant law arising from an actual or alleged breach of such law.

Defence Costs means all necessary and reasonable costs and expenses incurred by the **Insurer**, or by the **Insured** with the **Insurer's** prior written consent, in defending, investigating or settling any Claim (not being claimant's costs and expenses).

Deductible means the sum specified in the **schedule** that the **insured** shall to pay before the **insurer** shall be liable to make any payment of **Loss**

Documents means deeds, wills, agreements, maps, plans, records, computer records, electronic data, written or printed books, letters, certificates, written or printed **Documents** or forms of any nature (excluding any bearer bonds, coupons, bank or currency notes or other negotiable instruments) which is the property of the **Insured** or for which the **Insured** is responsible.

Emergency Costs: Means **Defence Costs** incurred during the **Policy Period** but for which **Insurer's** written consent cannot be reasonably obtained with respect to any **Claim**, provided that the **Insurer** subsequently consents in writing to such costs which shall not exceed an aggregate sub-limit as mentioned in the Schedule.

Employee means any natural person other than Director, trustee, partner, principal of the entity specified at Item1 of the Schedule who is or has been expressly engaged as an employee under a contract of employment or appointed as a Professional, Consultant with the entity specified at Item 1 of the Schedule.

Endorsement means any document which is described as an endorsement to this **Policy** and intends to vary it.

Extended Reporting Period means the period as specified under Item X of the **Schedule**.

Healthcare Services means the performance of services of diagnosis, treatment, amelioration or cure of disease, illness, injury, and other physical, mental impairments in any living organism by the **Insured**

Inquiry Costs means necessary and reasonable legal costs and expenses incurred by the **Insured** arising out of any notice from an Inquiring Body requiring a response from the **Insured** or requiring the **Insured's** attendance at an investigation, inquiry or hearing held before the Inquiring Body (not being **Defence Costs**).

Insolvency or Insolvent means:

- (a) the **Insured** is an insolvent under administration or insolvent
- (b) the **Insured** has had a controller appointed or is in liquidation, in provisional liquidation, under

administration, has been wound up or has had a receiver appointed to any part of its property;
 (c) the **Insured** is subject to any arrangement, assignment, moratorium, compromise or composition, it is protected from creditors under any statute or it is dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent);
 (d) an application or order has been made, resolution passed, **Proposal** put forward or any other action taken which is preparatory to or could result in any of (a), (b) or (c) above;
 (e) the **Insured** is taken (under Section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;
 (f) the **Insured** is otherwise unable to pay its debts when they fall due; or
 (g) something having a substantially similar effect to (a) to (e) above happens in connection with the **Insured** under the law of any jurisdiction

Insured means:

- (a) the medical entity or establishment or natural person specified at item 1 of the **Schedule**
- (b) Any natural person who was, is, or becomes during the **Policy Period** director, officer, trustee, partner, principal, of the entity or natural person specified at Item 1 of the **Schedule** ;and
- (c) the estate, heirs, legal representatives or legal assigns of any natural person **Insured** under this **Policy** in the event of the death or legal incapacity of such person.
- (d) **Employee**

Insured means to include and means to include, 'You', 'Yours', wherever mentioned.

Insurer means ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED

Limit of Liability means the amount specified beside 'Limit of Liability' as shown in the **Schedule**.

Maximum Aggregate Limit of Liability means the amount specified beside 'Maximum Aggregate Limit of Liability' as shown in the **Schedule**.

Merger or Acquisition means:

- (a) the **Insured** consolidating with, merging into or selling all or substantially all of its assets such that the **Insured** is not the surviving entity; or
- (b) any entity obtaining Control of the **Insured** on account of restructuring.

Policy Period means the time between 'From' and 'To' noted beside '**Policy Period**' in the **Schedule**.

Policy means the **Schedule**, the terms of this document and any **Endorsements**.

Professional Inquiry(s) means regulatory investigation, formal hearing, official investigation,

examination, inquiry, legal action or any other similar proceeding initiated by a governmental, regulatory, law enforcement, professional or statutory body against the **Employee or Insured** arising or attributable connection with the **Professional Service or Health Care services**

Professional Services means only those services designated in Item 2 of the **Schedule** and no other services which are performed or required to be performed by the Insureds for others for a fee, including such services designated to the employees of the Insured for performance of the **Healthcare Services** as provided for under this policy."

Proposal means the written **Proposal** or declaration including the signed proposal forms, including attachments and materials incorporated therein which are made by the **Insured** to the **Insurer** containing particulars and statements together with other information provided by the **Insured**.

Public Relations Expenses means the reasonable costs, charges, fees and expenses of a public relations firm or consultant engaged to prevent or limit the adverse effects of or negative publicity from an **Adverse Publicity Event**, which the **Insured** may engage with the prior written consent of the **Insurer**, but only during the first thirty days immediately following the **Adverse Publicity Event**.

Relative means an **Insured's**:

- (a) **Spouse**;
- (b) parent;
- (c) children or siblings;

Related Claims means all **Claims** based upon, arising from or in consequence of the same or related facts or circumstances or the same related series of facts or circumstances.

Retroactive Date means the date' as shown in the Item 13 **Schedule**.

Riot or Civil Commotion means whenever force or violence is used by an unlawful assembly, or by any member thereof, in prosecution of the common object of such assembly and/or an insurrection of the people for general purpose, though it may not amount to a rebellion.

Schedule means the current **Schedule** issued by the **Insurer** to the **Insured**.

Spouse means a lawful **Spouse**, domestic partner (including without limitation same sex partner) or any person deriving similar status by reason of the common law or statute.

Subsidiary means a **Subsidiary** of the **Insured** having meaning as ascribed in the Companies Act, 2013.

Volunteer or Student means a person providing the **Healthcare Services** on a voluntary, unpaid basis for or on behalf of the **Insured**.

Visiting Medical Professional means any Visiting Doctor/ Medical professional who temporarily fills a rota gap within a hospital, clinic or practice.

6. DEFENCE, SETTLEMENT, AND INVESTIGATION OF CLAIMS

The **Insurer** shall have the right, but not the duty, to take over and conduct in the name of the **Insured** the investigation, defence and/or settlement of any **Claim** against the **Insured** seeking damages. It is a condition precedent as specified under Clause 8 of this Policy to the **Insurer's** liability under this **Policy** that the **Insured** shall not settle any **Claim**, incur any costs and expenses, make any admission, offer or payment or otherwise assume any contractual obligation with respect to any **Claim** without the **Insurer's** prior written consent. **Insurer** shall not be liable for any settlement, costs and expenses, admission, offer or payment, or assumed obligation to which it did not consent in writing.

The procedure for lodging the claim shall be as under:

- (i) On the occurrence of any Act, whether or not the **Insured** receives any notice of an alleged claim / complaint, the **Insured** shall duly inform the Insurer in the manner prescribed in the 'Incident Reporting Form', detailing the Accident.
- (ii) The **Insured**, if in receipt of any notice of an alleged claim / complaint or reasonably anticipates any claim / complaint, shall forthwith furnish the same to the Insurer in the manner detailed in the 'Claim Application/Consent Requisition Form'
- (iii) Pursuant to the lodging of these claim forms by the **Insured**,
 - (a) if the **Insured** is desirous of entering into a compromise/settlement with the claimants, the **Insured** shall first seek the permission of the **Insurer**, in the manner detailed in the 'Claim Application/Consent Requisition Form', and shall only do so with the prior written approval of the **Insurer** as specified under the **Policy** Terms and Conditions.
 - (b) if any of the claimants or their agents have filed a court case against the **Insured**, and the **Insured** is desirous of entering into a compromise/settlement with the claimants,

either within or outside the court process during the pendency of the proceedings, the **Insured** shall first seek the permission of the **Insurer**, in the manner detailed in the 'Claim Application/Consent Requisition Form', and shall only do so with the prior written approval of the **Insurer** as specified under the **Policy** Terms and Conditions.

- (iv) For any legal liability that is admitted as under sub-clauses (iii) (a) and (b) of this Clause 6 or in terms of an order of court of competent jurisdiction, the **Insured** shall submit a duly filled 'Claim Settlement Form' within 14 days from the date of such admission or court order, detailing the liability accrued and the Defence Costs, if any or any other information that the Insurer may require.
 - (v) The **Insured** shall furnish the forms duly completed together with:
 - (a) all material **Documents**, as specified therein or as requested by the **Insurer** or otherwise;
 - (b) particulars of all other insurances, if any
 - (vi) On request by or on behalf of the Insurer, the **Insured** shall also at all times at his own expense produce, procure and give to the Insurer all such further particulars, plans, specification, books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs, evidence and information with respect to the claim (verified by statutory declaration, if so required) and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.
- No claim under this Policy shall be payable unless the terms of this condition have been complied with.
- (vii) Subject to applicable law, rule, regulation or notification in this behalf, the Insurer hereby reserves the right as provided hereafter:

No claim in respect of loss equal to or exceeding Rs. 1000,000/- (Rupees One Lakhs Only) in value shall be admitted for payment or settled by the **Insurer** unless the **Insurer** has been given a report on the occurrence of the loss and extent of the loss, from a person who holds a license to act as a Surveyor or loss assessor, under the

Insurance Act, 1938, and appointed by the **Insurer** for the said purpose as deemed necessary.

Provided that nothing hereinabove shall be deemed to take away or abridge the right of the **Insurer** to waive such survey or to pay or to settle any claim at any amount different from the amount assessed by the Surveyor or loss assessor.

7. JURISDICTION OF CLAIMS

This **Policy** applies only to **Claims** made in the jurisdiction specified in Item X of the **Schedule**.

8. GENERAL CONDITIONS UNDER THE POLICY

(a) Claim Notification	<p>(i) The Insured shall give written notice to the Insurer of:</p> <p>(ii)</p> <ol style="list-style-type: none"> any circumstances that may reasonably be expected to give rise to a Claim; any Claim made against the Insured, <p>(iii) as soon as practicable and in any case, during the Policy Period (or Extended Reporting Period, if applicable).</p> <p>(iv) Written notice shall be given to the Insurer at the address specified in the Schedule as soon as reasonably practicable but not later than 30 days from the end of the Policy Period or Extended Reporting Period and shall include (but not limited to):</p> <ol style="list-style-type: none"> the reasons for anticipating a Claim (or circumstances); the Insurer's Claim form duly completed; All other information or documentation relevant to the Claim/circumstance.
(b) Claims Series	<p>All Claims/or circumstance or series of Claims/ or circumstances based upon, arising out of, or in any manner involving the same event, whether or not committed by more than one Insured, shall be deemed to be one Claim for the purposes of this Policy, and such Claim shall be deemed to be first made on the date the earliest of such Claims/ circumstance is first made against an Insured. It is agreed and understood that notwithstanding the provisions of this clause, each such</p>

	<p>Claim/circumstance shall be notified to the Insurer in accordance with Clause 6.1 and shall specify in writing the reasons for which the Claims/circumstances arise from the same event.</p>
(c) Defence, Settlement and Co-operation	<p>The Insurer shall be entitled to fully participate in the defence and at the negotiation stage of any settlement that is reasonably likely to involve or appears to involve the Insurer. However, the right and duty to defend and contest a Claim shall lie solely with the Insured.</p> <p>As a condition precedent to liability under the Policy, the Insured at its own cost shall provide the Insurer with all documents, information, assistance and cooperation that the Insurer may request and require towards investigation, defence, settlement or appeal of a Claim or circumstance. Each Insured shall also take reasonable steps to mitigate the loss.</p> <p>The Insured shall retain only one attorney/firm of attorneys to defend and contest a Claim unless the prior written approval of the Insurer is obtained to retain more than one attorney/firm of attorneys. Notwithstanding the above, the Insurer will accept as necessary the Deductible of separate legal representation to the extent require by a material conflict of interest between the Insureds.</p> <p>If a Claim is made against an Insured Person by the Company, the Insurer shall have the right to defend the Claim.</p>

(d) Consent	<p>The Insured shall not admit or assume any liability, enter into any settlement agreement, make any settlement offer, stipulate to any judgment, or incur any Costs (other than Emergency Costs without the prior written consent of the Insurer).</p> <p>Only those settlements, stipulated judgments and costs (other than Emergency Costs) which have been consented to by the Insurer and incurred in accordance with the terms of this Policy shall be recoverable under the Policy. The Insurer's consent where required shall not be unreasonably withheld.</p> <p>If an Insured settles any Claim including any anticipated or Related Claim without the prior written consent of the Insurer, then this Policy shall not cover that Claim including any anticipated or related Claim. Specifically, any such settlement by the Insured without the prior written consent of the Insurer shall not provide the claimant or the potential claimant any recourse against the Insurer.</p> <p>If the Insured refuses to consent to a settlement or compromise recommended by the Insurer and elects to contest or continue to contest a Claim, the Insurer's liability shall not exceed the amount for which the Insurer could have settled such Claim plus Defence Costs incurred as of the date such settlement was proposed in writing by the Insurer.</p>		(f) Payment of Costs	(g) Priority of Payments	(h) Other Insurance	(i) Severability
		<p>Policy until a different amount shall be agreed upon or determined pursuant to the provisions of this Policy and applicable law.</p>	<p>The Insurer will pay all covered costs in excess of Deductible covered by this Policy promptly after sufficiently detailed invoices for those costs are received by the Insurer.</p> <p>In the event that the Insurer advances costs and it is finally established that the Insurer has no liability for all or any portion of such costs, the Insured, shall repay to the Insurer, all monies advanced and so determined to be reimbursable.</p>	<p>The Insurers shall indemnify the Insured in the order in which a Claim is presented to the Insurer for payment. However if the Claim payable under Insuring Clause and one or more of the other Insuring Clauses(s)/ Extensions is presented simultaneously, the Insurers shall first pay the Claim payable under Insurance Clause. The Insured entity may through its board of Directors elect in writing either to stipulate the order in which payments under other Insurance Clauses or Extensions to be discharged. It being understood and agreed that the Insurers shall have no obligation to pay any Claim after the exhaustion of the Limit of Liability.</p>	<p>If other valid insurance with any other Insurer is already available to the Insured covering a Claim also covered by this Policy, this Policy shall apply in excess of such other insurance and shall not contribute with such other insurance.</p>	<p>This Policy is a severable Policy covering each Insured for their own individual interest.</p> <p>With respect to Insuring Clause , no knowledge or information possessed by an Insured Person will be imputed to any other Insured Person. If the Proposal form misrepresents the true position or if the Insured Person failed to make complete disclosure of all material facts, then this Policy will be void ab-initio with respect to the</p>
(e) Allocation	<p>If a Claim involves both covered and uncovered matters or persons or entities under this Policy, then the Insured and the Insurer shall use reasonable efforts to determine a just and equitable allocation of loss covered under this Policy, taking into account the legal and financial exposures, and in the event of a settlement, also based on the relative benefit to the parties from settlement of such covered and uncovered matters.</p> <p>In the event that the Insurer and the Insured cannot agree within fifteen (15) days as to the amount of Defence Costs to be advanced under the Policy, then the Insurer shall advance Defence Costs which the Insurer believes to be covered under this</p>					

	Insured Person who knew of the existence of such untrue statements or non-disclosure.
(j) Subrogation	<p>The Insured shall do everything necessary for the purpose of enforcing any rights, remedies, obtaining relief or indemnity from other parties to which the Insurer is become entitled upon the Insurer paying for any Claim under this Policy, whether before or after indemnification.</p> <p>The Insured shall not do or cause to be done anything that may prejudice the Insurer's right of subrogation.</p> <p>The Insured agree that any recoveries made shall first be applied in making good any sums paid out by the Insurer for a Claim and the costs of recovery.</p> <p>The Insurer will not exercise its right of subrogation against an Insured Person in connection with a Claim unless the Exclusion 4 has been established to apply to that Insured Person in respect of that Claim.</p>
(k) Bankruptcy	The bankruptcy, winding-up, receivership or insolvency of the Insured entity shall not relieve the Insurer of its obligations nor deprive any Insured of their rights under this Policy .
(l) Authorization	The Insured is authorized to act as representative on behalf of all the Insured with respect to all matters relating to or affecting this Policy ; except in the event of a Change of Control or bankruptcy of the Insured , in which case each Insured shall act on their own behalf.
(m) Governing Law and Jurisdiction	This Policy and all disputes and differences arising thereunder shall be interpreted under, governed by and construed in all respects in accordance with the laws of India. Any dispute shall be subjected to the exclusive jurisdiction of the courts in Mumbai.
(n) Assignment	Assignment of interest under this Policy shall not bind the Insurer unless its consent is specifically provided for.
(o) Observance of terms and conditions	The due observance and fulfillment of the terms and conditions of this Policy by the Insured shall be a condition precedent to the Insurer's liability to make any payment under the Policy .

(p) No Constructive Notice	Any of the circumstances in relation to these conditions coming to the knowledge of any of the Insurer's official shall not be the notice to or be held to bind or prejudicially affect the Insurer's position notwithstanding subsequent acceptance of any additional premium.										
(q) Cancellation	<p>The Insured may cancel the Policy by giving 30 days' notice in writing to the Insurer and the Insurer shall refund premium for the unexpired Policy Period at the short period scales specified below.</p> <table border="1"> <thead> <tr> <th>Days insurance in force</th><th>Percent of the premium retained by Insurer</th></tr> </thead> <tbody> <tr> <td>1 to 90</td><td>35%</td></tr> <tr> <td>91-180</td><td>65%</td></tr> <tr> <td>181-270</td><td>80%</td></tr> <tr> <td>Above 270</td><td>100%</td></tr> </tbody> </table> <p>The Insurer may cancel the Policy on grounds of fraud, mis-representation and moral hazard by giving 30 days' notice in writing to the Insured and the Insurer shall refund a pro-rata premium for the unexpired Policy Period. The Insured will not get any cancellation refund in case there is a Claim/circumstance reported under the Policy.</p>	Days insurance in force	Percent of the premium retained by Insurer	1 to 90	35%	91-180	65%	181-270	80%	Above 270	100%
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(r) Arbitration	<p>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 a 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 two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be India.</p> <p>It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.</p>										

	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 by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained
(s) No Tacit Renewal	The Insurer shall not be bound to renew, to accept any renewal premium or give notice that such is due.
(t) Sanctions Clause	The Insurer shall not be deemed to provide cover under this Policy or be liable to pay any claim under the Policy to the extent that the provision of such cover or payment of such claim would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
(u) Policy Construction	Titles and headings used in this Policy are for the purposes of reference only and shall not otherwise affect the meaning of this Policy . Singular includes the plural, and vice versa. Words in bold typeface have special meaning and are defined In Section 5.
(v) Territorial Scope and Jurisdiction	This Policy applies only to Claims made in the jurisdiction specified in Item X of the Schedule .
(w) No Higher Limit Purchased Warranty	In consideration of the premium charged for this Policy , it is hereby warranted that during the Policy Period the Company will not purchase any insurance in excess of the Limit of Liability unless the Insurer has agreed that such excess insurance may be purchased. The Insurer expressly has the right to amend any of the terms and conditions of this Policy as a condition of agreeing that such insurance may be purchased.
(x) Notice of Occurrence or Claim	Notice of Occurrence or Claim shall be given to the Insurers at : Registered Address: ICICI Lombard House, 414, P.Balu Marg, Off Veer Sawarkar Marg, near Siddhivinayak Temple, Prabhadevi Mumbai-400025 customersupport@icicilombard.com

ENDORSEMENT 1

Cover for new Subsidiaries	<p>The definition of Insured is extended to automatically include any entity which becomes a Subsidiary during the Policy Period, provided such entity:</p> <ul style="list-style-type: none"> (a) has total assets that are lesser than the percentage specified in Item X of the Schedule, of the total consolidated assets of the Insured; and (b) does not have any of its Securities listed/traded on an exchange in US/ Canada nor to the knowledge of an Insured intends to have its Securities listed/traded in US/ Canada; and (c) is not incorporated nor has a Subsidiary in US/Canada. <p>If such entity is excluded from coverage on account of (a) or (c) above then the Policy extends the definition of Insured to include such entity for a 30 days period from the date the entity became a Subsidiary.</p> <p>To extend beyond this specified period, the Insured must</p> <ul style="list-style-type: none"> (i) provide the Insurer with additional information as the Insurer may reasonably require; and (ii) accept any notified alteration in the terms of this Policy; and (iii) pay any additional premium specified by the Insurer, before the end of the specified period. <p>Under this extension, subject to the terms, conditions and exclusions, the cover will only be available for any Professional services or Healthcare services rendered after the Insured acquired the Subsidiary.</p> <p>For this extension the following Definition is added</p> <p>Securities Means any security representing debt of or equity interests in a Company.</p>
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ENDORSEMENT 2

Statutory Liability	<p>Notwithstanding exclusion X.x.x. 'Employer's Liability' and exclusion X.x.x. 'Fines, Penalties, Punitive or Aggravated Damages', the Insurer will indemnify the Insured:</p> <p>(a) for Defence Costs for proceedings under occupational health and safety law or environmental law first brought against the Insured and notified to the Insurer during the Policy Period resulting from the conduct of the Professional Services and/or Healthcare Services;</p> <p>(b) to the extent permitted by law, for any civil liabilities imposed upon the Insured based on any breach of occupational health and safety law or environmental law as a result of proceedings under occupational health and safety law or environmental law first brought against the Insured and notified to the Insurer during the Policy Period resulting from the conduct of the Healthcare Services, except for any pecuniary penalties:</p> <p>i. resulting from any act, error or omission occurring or committed prior to the Retroactive Date; or</p> <p>ii. imposed where the Insured knew, or where a reasonable person in the circumstances ought</p>	<p>reasonably to have known, prior to the Policy Period that the Insured had contravened such law and committed an offence pursuant to that law; or</p> <p>iii. imposed as a result of further breaches committed after the Insured first knew, or where a reasonable person in the circumstances ought reasonably to have known, that the Insured had contravened such law and committed an offence pursuant to that law, and which led to the imposition of increased or additional pecuniary penalties; and</p> <p>(c) to the extent permitted by law, for any compensatory civil penalty first brought against the Insured and notified to the Insurer during the Policy Period resulting from the conduct of the Professional/ Healthcare Services.</p> <p>The total liability of the Insurer under this extension will not exceed in the aggregate, the 'Limit of Liability' specified in the Schedule, and all payments will be part of and not in addition to the Limit of Liability.</p>
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