



TechPro Liability Insurance

Policy wording

UIN: IRDAN102CPLB0014V01202526

Notice: This is a **Claims** made insurance policy. This policy will only apply to **Claims** first made against the **Insured** by a **Third Party** and reported to the **Insurer** during the **Policy Period**. The limits of liability available to pay judgments or settlements shall be reduced by amounts incurred for legal defence. Further, please note that the amounts incurred for legal defence shall be applied against the **Retention** amount.

In consideration of the payment of the **Premium** and subject to all of the provisions of this policy, the **Insurer** agrees as follows.

Covers

All cover under this policy is afforded solely with respect to **Claims** first made against an **Insured** during the **Policy Period** and reported to the **Insurer** as required by this policy.

Professional Liability: The **Insurer** will pay on behalf of any **Insured** all **Damages** resulting from any **Claim** for any **Breach of Duty** of the **Insured**

Technology Products: The **Insurer** will pay on behalf of any **Insured** all **Damages** resulting from any **Claim** for any **Technology Product Failure**.

Intellectual Property: The **Insurer** will pay on behalf of any **Insured** all **Damages** resulting from any **Claim** for any **Infringement**.

Defamation: The **Insurer** will pay on behalf of any **Insured** all **Damages** resulting from any **Claim** for libel or slander committed unintentionally by an **Insured**.

Fraud/Dishonesty: The **Insurer** will pay on behalf of any **Insured**, who is not the actual perpetrator, all **Damages** resulting from any **Claim** for **Fraud/Dishonesty** of any **Employee**.

Defence: The **Insurer** has the right to defend any **Claim** which this policy may respond to under its Covers or Extensions. The **Insurer** shall pay **Defence Costs** incurred in defending such **Claim**.

The **Insurer** is under no obligation to pay **Loss**, unless the **Wrongful Act** first takes place on or after the **Retroactive Date**; and:

- (i) is committed solely in the performance of or failure to perform **Professional Services** or
- (ii) arises from **Technology Products**.



TechPro Liability Insurance

Policy wording

UIN: IRDAN102CPLB0014V01202526

Additional coverage

1. **Court Attendance:** For any person described in (i) and (ii) below who actually attends court as a witness in connection with a **Claim** notified under and covered by this policy, **Defence Costs** will include the following rates per day for each day on which attendance in court has been required:

(i) for any principal, partner, or director **Insured** Rs. XXXXX

(ii) for any **Employee** Rs. XXXXX

No **Retention** shall apply to this Extension.

2. **Extended Reporting Period:** If the **Insurer** cancels or does not renew this policy, other than for any breach of the terms of this policy by an **Insured**, the **Policyholder** shall have the right to a period of 30 days following the date of cancellation or expiry in which to give notice of any covered **Claim** first made against the **Insured**. That **extended reporting period** shall not apply if this policy or its cover has been replaced.

3. **Computer Records** with respect to a **Third Party's Computer Records**:

(i) for which an **Insured** is legally responsible, and

(ii) that, during the **Policy Period**, have been destroyed, damaged, lost, distorted, erased or mislaid solely in the performance or non-performance of **Professional Services**,

Damages shall also include costs and expenses reasonably incurred by the **Insured** in replacing or restoring such **Computer Records** provided that:

- (a) such **Loss** or damage is sustained while the **Computer Records** are either:

(i) in transit; or

(ii) in the custody of the **Insured** or of any person to whom the **Insured** has entrusted them;

- (b) where the lost or mislaid **Computer Records** have been the subject of a diligent search by or on behalf of the **Insured**;

- (c) the amount of any **Claim** for such costs and expenses shall be supported by evidence of expenditure that shall be subject to approval by a competent person to be nominated by the **Insurer** with the consent of the **Insured**; and

- (d) the **Insurer** shall not be liable for any **Claim** arising out of wear, tear and/or gradual deterioration, moth and vermin.



TechPro Liability Insurance

Policy wording

UIN: IRDAN102CPLB0014V01202526

This Extension will be subject to a Sublimit of Liability of Rs._____. A separate **Retention** of Rs._____ instead of the Retention will apply to each **Claim** covered under this Extension.

Definitions

"Bodily Injury" means physical injury, sickness, disease or death; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury.

"Breach of Duty" means any actual or alleged negligent **Breach of Duty**, act, error, misstatements, misleading statements, breach of confidentiality or omission in the performance of or failure to perform **Professional Services**.

"Claim" means any:

- (i) written demand or
- (ii) civil or administrative proceeding, that seeks **Damages** from **Wrongful Acts**.

"Computer Records" means any **Data** stored within any:

- (i) computer, **Data** processing equipment, or any of their respective components; or
- (ii) computer software;

but does not include any currency, negotiable instruments or records thereof.

"Damages" means any amount that an **Insured** shall be legally liable to pay to a **Third Party** in respect of judgments rendered against an **Insured**, or for settlements negotiated by the **Insurer** with the consent of either the **Insured** or the **Policyholder**.

"Data" means electronically stored, digital or digitised information or media.

"Defence Costs" means reasonable fees, costs and expenses incurred by or on behalf of the **Insured** in the investigation, defence, adjustment, settlement or appeal of any **Claim**. **"Defence Costs"** shall not mean any internal or overhead expenses of any **Insured** or the cost of any **Insured's** time.

"Employee" means any natural person who is or has been expressly engaged as an **Employee** under a contract of employment with the **Policyholder** or any **Subsidiary**.

Employee shall not mean any: (i) principal, partner or director; or (ii) temporary contract labour, self-employed person or labour- only sub-contractor.



TechPro Liability Insurance

Policy wording

UIN: IRDAN102CPLB0014V01202526

"Fraud/Dishonesty" means Fraudulent or dishonest conduct of an **Employee**:

- (i) not condoned, expressly or implicitly; and
- (ii) that results in liability to;

the **Policyholder** or any **Subsidiary**.

"Infringement" means an unintentional **Infringement** of any intellectual property right of any **Third Party**, other than patents and **Trade Secrets**.

"Insured" means:

- (1) the **Policyholder** or any **Subsidiary**;
- (2) any natural person, who is or has been a principal, partner or director of the **Policyholder** or any **Subsidiary**;
- (3) any **Employee**;
- (4) any temporary contract labour, self-employed persons, labour-only sub-contractors, solely under contract with, and under the direction and direct supervision of the **Policyholder** or any **Subsidiary**; and
- (5) any estates or legal representatives of any **Insured** described in (2) and (3) of this definition;

but only when providing **Professional Services** in the foregoing capacities.

"Insurer" means Royal Sundaram General Insurance Co. Limited.

"Limit of Liability" means the amount specified as such in the Schedule.

"Loss" means **Damages** and **Defence Costs**. **"Loss"** shall not mean and this policy shall not cover any

- (1) taxes;
- (2) non-compensatory **Damages**, including punitive, multiple, exemplary or liquidated **Damages**;
- (3) fines or penalties;
- (4) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
- (5) compensation, benefits or overhead of, or charges or expenses by any **Insured**;



TechPro Liability Insurance

Policy wording

UIN: IRDAN102CPLB0014V01202526

(6) the costs and expenses associated with any withdrawal, recall, removal or disposal of any product or software because of a known or suspected defect, deficiency or inadequacy; or

(7) any matters which may be deemed uninsurable under the law governing this policy or the jurisdiction in which a **Claim** is brought.

"Policy Period" means the period of time specified in the Schedule unless the policy is cancelled in which event the **Policy Period** will end on the effective date of the cancellation.

"Policyholder" means the entity or natural person specified as such in the Schedule.

"Pollutants" means, but is not limited to, any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise, including asbestos, smoke, vapour, soot, fibres, mould, spores, fungus, germs, fumes, acids, alkalis, nuclear or radioactive material of any sort, chemicals or waste. "Waste" includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

"Premium" means the amount specified as such in the Schedule and any **Premium** adjustment reflected in an endorsement to this policy.

"Professional Services" means the **Professional Services** of the **Policyholder** and any **Subsidiary** as specified in the Schedule.

"Property Damage" means damage to or **Loss** of or destruction of tangible property or **Loss** of use thereof.

"Public Key Infrastructure" means the policies, methods, equipment and procedures including associated software, hardware and firmware for establishing and managing a secure method for exchanging electronic information involving the use of certification certificates, digital certificates, digital signatures, public and/or private keys.

"Retention" means the amount specified as such in the Schedule.

"Retroactive Date" means the date specified as such in the Schedule.

"Subsidiary" means companies in which the **Policyholder**, either directly or indirectly through one or more of its Subsidiaries;

(i) controls the composition of the board of directors;

(ii) controls more than half of the voting power; or



TechPro Liability Insurance

Policy wording

UIN: IRDAN102CPLB0014V01202526

(iii) holds more than half of the issued share capital.

For any **Subsidiary** or any **Insured** thereof, cover under this policy shall only apply to **Wrongful Acts** committed while such entity is a **Subsidiary** of the **Policyholder**.

"**Technology**" means any:

- (i) software services;
- (ii) **Data** services; or
- (iii) services that facilitate access to or the use of **Data** or software via the Internet;

of the **Policyholder** or any **Subsidiary**.

"**Technology Product**" means any computer hardware or firmware:

- (i) sold, leased or otherwise supplied;
- (ii) licensed; or
- (iii) installed, modified or serviced;

by any **Insured**.

"**Technology Product Failure**" means any actual or alleged negligent **Breach of Duty**, act, error, misstatements, misleading statements or omission in connection with any **Technology Product**.

"**Third Party**" means any entity or natural person; provided, however, **Third Party** does not mean: (i) any **Insured**; or (ii) any other entity or natural person having a financial interest or executive role in the operation of the **Policyholder** or any **Subsidiary**.

"**Trade Secret**" means information that derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use.

"**Wrongful Act**" means any **Breach of Duty, Technology Product Failure, Infringement**, libel, slander, or **Fraud/Dishonesty**.

Exclusions:

This policy shall not cover **Loss** in connection with any **Claim**:



TechPro Liability Insurance

Policy wording

UIN: IRDAN102CPLB0014V01202526

- 1 **Antitrust** arising out of, based upon or attributable to any actual or alleged antitrust violation, restraint of trade or unfair competition;
- 2 **Bodily Injury/Property Damage** arising out of, based upon or attributable to **Bodily Injury** or **Property Damage** unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing **Professional Services**;
- 3 **Contractual Liability/Performance Guarantees** arising out of, based upon or attributable to any:
 - (i) contractual liability or other obligation assumed, that goes beyond the duty to use such skill and care as is ordinarily applied to the **Professional Services** provided;
 - (ii) guarantee or warranty;
 - (iii) delay in performing, failing to perform or failing to complete any **Professional Services**, unless such delay or failure arises from a **Breach of Duty** by an **Insured**; or
 - (iv) delay in the supply, installation, modification or service of any **Technology Products**;
- 4 **Costs Assessment** arising out of, based upon or attributable to any failure by any **Insured** or other party acting for the **Insured** to make an accurate pre-assessment of the cost of **Technology Products** or performing **Professional Services**;
- 5 **Employment/Discrimination** arising out of, based upon or attributable to any: (i) actual or alleged employment related: practices, harassment or discrimination; or (ii) intentional or systemic harassment or discrimination;
- 6 **Insolvency** arising out of, based upon or attributable to the insolvency, administration or receivership of the **Insured**;
- 7 **Infrastructure** arising out of, based upon or attributable to:
 - (i) mechanical failure;
 - (ii) electrical failure, including any electrical power interruption, surge, brown out or black out; or **Technology**;
 - (iii) telecommunications or satellite systems failure,
unless such failure arises from a **Breach of Duty** by an **Insured** or a **Technology Product Failure**;



TechPro Liability Insurance

Policy wording

UIN: IRDAN102CPLB0014V01202526

- 8 **Internet Material** arising out of, based upon or attributable to material which is published or posted on the **Insured's** own websites, bulletin boards or chat rooms where, prior to publishing or posting, the **Insured** has no knowledge of either the content or source of the material;
- 9 **Joint Ventures** arising out of, based upon or attributable to work carried out by the **Insured** for and in the name of any association or joint venture of which an **Insured** forms part;
- 10 **Manufacturing Liability** under the **Technology Products** Cover, arising out of, based upon or attributable to any design defect or manufacturing defect in any product;
- 11 **Misdeeds** arising out of, based upon or attributable to any act which a judge, jury or other official tribunal or panel finds, or which an **Insured** admits, to be a criminal, dishonest or **Fraudulent** act; and in such event, the **Insurer** shall be reimbursed for all **Loss** paid in connection with such **Claim**; provided, however, that this exclusion shall not apply to the **Fraud/Dishonesty** Cover;
- 12 **Patent/Trade Secret** arising out of, based upon or attributable to the breach of licences concerning, **Infringement** of or misappropriation of patents or **Trade Secrets**;
- 13 **Pollution** arising out of, based upon or attributable to: (i) the actual, alleged or threatened presence, discharge, dispersal, release, migration or escape of **Pollutants**, or (ii) any direction, request or effort to: (a) test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, or (b) respond to or assess the effects of **Pollutants**;
- 14 **Prior Claims/Circumstance**
 - (i) made prior to or pending at the inception of this policy; or
 - (ii) arising out of, based upon or attributable to any circumstance that, as of the inception of this policy, may reasonably have been expected by any **Insured** to give rise to a **Claim**;
- 15 **Public Key Infrastructure** arising out of, based upon or attributable to where the **Insured** acted in the actual or effective capacity of a certificate authority, certificate repository, validation authority or registration authority; or arising out of the theft of any **Public Key Infrastructure**;
- 16 **Trade Debts** arising out of, based upon or attributable to any: (i) trading debt incurred by an **Insured** or (ii) guarantee given by an **Insured** for a debt;



TechPro Liability Insurance

Policy wording

UIN: IRDAN102CPLB0014V01202526

17 U.S.A./Canada made or pending within; or to enforce a judgment obtained in, the United States of America, Canada, or any of their territories or possessions; or

18 War/Terrorism arising out of, based upon or attributable to any war (declared or otherwise), terrorism, warlike, military, terrorist or guerrilla activity, sabotage, force of arms, hostilities (declared or undeclared), rebellion, revolution, civil disorder, insurrection, usurped power, confiscation, nationalisation or destruction of or damage to property by or under the order of, any governmental, public or local authority or any other political or terrorist organisation.

Claims

Notification of Claims:

The **Insured** shall, as a condition precedent to the obligations of the **Insurer** under this policy, give written notice to the **Insurer** of any **Claim** first made against the **Insured** as soon as practicable and during the **Policy Period**. All notifications must be in writing or by facsimile, and addressed as required in the **Claims Notice Item** on the Schedule.

Related Claims:

If notice of a **Claim** against an **Insured** is given to the **Insurer** pursuant to the terms and conditions of this policy, then:

(i) any subsequent **Claim** alleging, arising out of, based upon or attributable to the facts alleged in that previously noticed **Claim**; and

(ii) any subsequent **Claim** alleging any **Wrongful Act** which is the same as or related to any **Wrongful Act** alleged in that previously noticed **Claim**, shall be considered made against the **Insured** and reported to the **Insurer** at the time notice was first given.

Any **Claim** or **Claims** arising out of, based upon or attributable to

(i) the same cause, or

(ii) a single **Wrongful Act**, or

(iii) a series of continuous, repeated or related **Wrongful Acts**, shall be considered a single **Claim** for the purposes of this policy.



TechPro Liability Insurance

Policy wording

UIN: IRDAN102CPLB0014V01202526

Circumstances

During the **Policy Period**, an **Insured** may become aware of circumstances which may reasonably be expected to give rise to a **Claim**. In such event, an **Insured** may report the circumstances in writing to the **Insurer**. If in doing so, the **Insured** provides:

- (i) the reasons for anticipating the **Claim**, and
- (ii) full particulars as to dates, acts and persons involved;

then any **Claim** which is subsequently made against an **Insured** and reported in writing to the **Insurer** alleging, arising out of, based upon or attributable to such circumstances, or alleging any **Wrongful Act** which is the same as or related to any **Wrongful Act** alleged or described in the previously notified circumstances, shall be considered first made against the **Insured** and reported to the **Insurer** at the time the facts or circumstances were first reported, if accepted by the **Insurer**.

Defence/Settlement:

The **Insurer** does not assume any duty to defend, and the **Insured** shall defend and contest any **Claim** made against them unless the **Insurer**, in its sole and absolute discretion, elects in writing to take over and conduct the defence and settlement of any **Claim**. If the **Insurer** does not so elect, it shall be entitled, but not required, to participate fully in such defence and the negotiation of any settlement that involves or appears reasonably likely to involve the **Insurer**. The **Insurer** has the right at any time after notification of a **Claim** to make a payment to the **Insured** of the unpaid balance of the **Limit of Liability**, and upon making such payment, all obligations of the **Insurer** to the **Insured** under this policy, including, if any, those relating to defence, shall cease.

Insurer's Consent:

As a condition precedent to cover under this policy, no **Insured** shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, or incur any **Defence Costs** without the prior written consent of the **Insurer**. Only those settlements, judgments and **Defence Costs** consented to by the **Insurer**, and judgments resulting from **Claims** defended in accordance with this policy, shall be recoverable as **Loss** under this policy. The **Insurer's** consent shall not be unreasonably withheld, provided that the **Insurer** shall be entitled to exercise all of its rights under the policy.



TechPro Liability Insurance

Policy wording

UIN: IRDAN102CPLB0014V01202526

Insured's Consent

The **Insurer** may make any settlement of any **Claim** it deems expedient with respect to any **Insured**, subject to such **Insured's** written consent. If any **Insured** withholds consent to such settlement, the **Insurer's** liability for all **Loss** on account of such **Claim** 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**, less coinsurance (if any) and the applicable **Retention**.

Co-operation

The **Insured** will at their own cost:

- (i) render all reasonable assistance to the **Insurer** and co-operate in the defence of any **Claim** and the assertion of indemnification and contribution rights;
- (ii) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any **Loss** under this policy;
- (iii) give such information and assistance to the **Insurer** as the **Insurer** may reasonably require to enable it to investigate any **Loss** or determine the **Insurer's** liability under this policy.

Allocation

In the event that any **Claim** involves both covered matters and matters not covered under this policy, a fair and proper allocation of any cost of defence, **Damages**, judgments and/or settlements shall be made between each **Insured** and the **Insurer** taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.

Fraudulent Claims

If any **Insured** shall give any notice or **Claim** cover for any **Loss** under this policy knowing such notice or **Claim** to be false or Fraudulent as regards amounts or otherwise, such **Loss** shall be excluded from cover under the policy, and the **Insurer** shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this policy in its entirety, and in such case, all cover for **Loss** under the policy shall be forfeited and all **Premium** deemed fully earned and non-refundable.

Purchase and Administration

Policy Purchase: In granting cover to the **Insured**, the **Insurer** has relied upon the material statements and particulars in the proposal together with its attachments and other information supplied. These statements, attachments and information are the basis of cover and shall be



TechPro Liability Insurance

Policy wording

UIN: IRDAN102CPLB0014V01202526

considered incorporated and constituting part of this policy. If the **Insurer** becomes entitled to avoid this policy from inception or from the time of any variation in cover, the **Insurer** may at its discretion maintain this policy in full force but exclude the consequences of and any **Claim** relating to any matter which ought to have been disclosed before inception or any variation in cover.

Administration: The **Policyholder** has acted and shall act on behalf of each and every **Insured** with respect to: (1) negotiating terms and conditions of, binding and amending cover; (2) exercising rights of **Insureds**; (3) notices; (4) **Premiums**; (5) endorsements; (6) dispute resolution; and (7) payments to any **Insured**.

Limit and Retention

Limit of Liability The total amount payable by the **Insurer** under this policy shall not exceed the **Limit of Liability**. Sub limits of Liability, Extensions and **Defence Costs** are part of that amount and are not payable in addition to the **Limit of Liability**. The **Limit of Liability** for the period provided in the **Extended Reporting** Period Extension is part of, and not in addition to, the **Limit of Liability** for the **Policy Period**. The inclusion of more than one **Insured** under this policy does not operate to increase the total amount payable by the **Insurer** under this policy. The **Computer Records** Extension Sublimit of Liability shall be part of and not in addition to the **Limit of Liability**.

Retention The **Insurer** shall only pay for the amount of any **Loss** which is in excess of the **Retention**. For the avoidance of doubt, the **Retention** also applies to **Defence Costs**. The **Retention** is to be borne by the **Insured** and shall remain uninsured. A single **Retention** shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act**. **Insurer** may, in its sole and absolute discretion, advance all or part of the **Retention**, and, in that event, such amounts shall be reimbursed to the **Insurer** by the **Insureds** forthwith.

Other Insurance/ Indemnification Unless otherwise required by law, cover under this policy is provided only as excess over any self-insurance or other valid and applicable insurance, unless such other insurance is written only as specific excess insurance over the **Limit of Liability**. If such other insurance is provided by the **Insurer** or any member company or affiliate of _____, then the maximum amount payable by _____ under all such policies shall not exceed the **Limit of Liability** of that policy referred to above which has the highest applicable **Limit of Liability**. Nothing contained herein shall be construed to increase the **Limit of Liability** of this policy. To the extent that another insurance policy imposes upon an **Insurer** a duty to defend a **Claim**, **Defence Costs** arising out of such **Claim** shall not be covered under this policy.



TechPro Liability Insurance

Policy wording

UIN: IRDAN102CPLB0014V01202526

General Provisions

Assignment: This policy and any rights under or in respect of it cannot be assigned without the prior written consent of the **Insurer**.

Cancellation by Policyholder: This policy may be cancelled by the **Policyholder** at any time only by mailing written prior notice to the **Insurer**. In such case, if no **Claim** has been made and no circumstance has been notified prior to such cancellation; **Insurer** shall retain the customary short rate proportion (unexpired portion of **Premium** less handling charges) of the **Premium**. Otherwise, **Premium** shall not be returnable and shall be deemed fully earned at cancellation.

Cancellation by Insurer: This policy may be cancelled by the **Insurer** delivering to the **Policyholder** by registered, certified, other first class mail or other reasonable delivery method, at the address of the **Policyholder** set forth in the Schedule, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. Proof of mailing or delivery of such notice shall be sufficient proof of notice and this policy shall be deemed cancelled as to all **Insureds** at the date and hour specified in such notice. In such case, the **Insurer** shall be entitled to a pro-rata proportion of the **Premium**. Payment or tender of any unearned **Premium** by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

Arbitration:

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Insolvency: Insolvency, receivership or bankruptcy of any **Insured** shall not relieve the **Insurer** of any of its obligations hereunder.

Plurals, Headings and Titles: The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this policy, words in bold typeface have special meaning and are defined. Words that are not specifically defined in this policy have the meaning normally attributed to them.



TechPro Liability Insurance

Policy wording

UIN: IRDAN102CPLB0014V01202526

Scope and Governing Law: Where legally permissible and subject to the U.S.A./Canada Exclusion, this policy shall apply to any **Claim** made against any **Insured** anywhere in the world. Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with the laws of India and in accordance with the English text as it appears in this policy.

Subrogation: If any payment is to be made under this policy in respect of a **Claim**, the **Insurer** shall be subrogated to all rights of recovery of the **Insured** whether or not payment has in fact been made and whether or not the **Insured** has been fully compensated for its actual **Loss**. The **Insurer** shall be entitled to pursue and enforce such rights in the name of the **Insured**, who shall provide the **Insurer** with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. The **Insured** shall do nothing to prejudice these rights. Any amount recovered in excess of the **Insurer's** total payment shall be restored to the **Insured** less the cost to the **Insurer** of such recovery. The **Insurer** agrees not to exercise any such rights of recovery against any **Employee** unless the **Claim** is brought about or contributed to by the dishonest, **Fraudulent**, intentional criminal or malicious act or omission of the **Employee**. In its sole discretion, the **Insurer** may, in writing, waive any of its rights set forth in this Subrogation Clause.

Validity: This policy is not binding upon the **Insurer** unless it is countersigned on the Schedule by an authorised representative of the **Insurer**.

Grievance Redressal Procedure

1. In case of any grievance You may contact the company through the following options:

- Website: <https://www.royalsundaram.in/customer-service>
- Contact Numbers: 1860 258 0000, 1860 425 0000
- E-mail: care@royalsundaram.in
- Senior Citizen Redressal: 9500413019;
- Sr. Citizen can email us at: seniorcitizengrievances@royalsundaram.in
- Courier: Grievance Redressal Unit

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai
– 600097.



TechPro Liability Insurance

Policy wording

UIN: IRDAN102CPLB0014V01202526

Escalation 1

If you are not satisfied with the resolution provided or require any further assistance, you may escalate the matter to: manager.care@royalsundaram.in

Escalation 2

If you feel your grievance has not been resolved satisfactorily, you may escalate further to: head.cs@royalsundaram.in

If your grievance is still not resolved, you can approach our Grievance Redressal Officer (GRO) at Ph No.9500413094 or mail to GRO at gro@royalsundaram.in. For updated details of Grievance officer, kindly refer the link <http://www.royalsundaram.in>.

2. Integrated Grievances Management System (Bima Bharosa) of IRDAI

a. In case if your grievance is not resolved within 15 days or if You are unhappy with the resolution provided by the Company, grievance may also be lodged at the Bima Bharosa Grievance Redressal portal of IRDAI at <https://bimabharosa.irdai.gov.in>. You can also approach the **IRDAI Grievance Call Centre (BIMA BHAROSA SHIKAYAT NIVARAN KENDRA)** by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an e-mail to complaints@irdai.gov.in for registering your grievance.

b. Address of communication for complaints by paper/fax: Insurance Regulatory and Development Authority of India, Consumer Affairs Department - Grievance Redressal Cell. Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad - 500 032

c. You can visit the portal <https://bimabharosa.irdai.gov.in/> for more details.

3. Insurance Ombudsmen

If the Insured / insured member is not satisfied with the redressal of grievance through the above methods, the insured / insured member may approach the office of Insurance Ombudsmen of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. You can approach the Council for Insurance Ombudsmen depending



TechPro Liability Insurance

Policy wording

UIN: IRDAN102CPLB0014V01202526

on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, the details of their offices and its jurisdiction are available on the website of the Council for Insurance Ombudsmen at <https://www.cioins.co.in/ombudsman> or on our company website at www.royalsundaram.in. You can also lodge online complaint with the Council for Insurance Ombudsmen through the website of Council for Insurance Ombudsmen (CIO) at www.cioins.co.in.

Details of Insurance Ombudsman Offices:

S. No.	Office of Insurance Ombudsman	Address	Email	Landline Nos.
1	AHMEDABAD	Jeevan Prakash, 6th floor, Near S.V.College Relief Road, Tilak Marq, Ahmedabad- 380 001.Guiarat	E-mail: oio.ahmedabad@cioins.co.in	079-25501201 079-25501202
2	BENGALURU	Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, No. 19/19 24th Main Rd, 1st Phase J.P.Nagar, Bengaluru- 560 078.	Email :oio.bengaluru@cioins.co.in	080-26652048 080-26652049
3	BHOPAL	LIC of India Zonal Office Bldg. 1st Floor South Wing, Jeevan Shikha Opp. Gayatri Mandir 60-B Hoshangabad Road Bhopal- 462 011	Email : oio.bhopal@cioins.co.in	0755-2769201 0755-2769202 0755-2769203 0755-2769200
4	BHUBANESWAR	62, Forest Park, Bhubaneswar, PIN -751009.	Email : oio.bhubaneswar@cioins.co.in	0674-2596455 0674-2596429 0674-2596003 0674-2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor LIC of India Bldq. SCO 20-27 Sector 17-A, Chandigarh - 160017	E-mail: oio.chandigarh@cioins.co.in	0172-2706468 0172-2773101 0172-2990938 0172-2706196 0172-2707468



TechPro Liability Insurance

Policy wording

UIN: IRDAN102CPLB0014V01202526

Details of Insurance Ombudsman Offices:

S. No.	Office of Insurance Ombudsman	Address	Email	Landline Nos.
				0172-2772101 0172-2990942
6	CHENNAI	Fatima Akhtar Court 4th flr 453 (old 312), Anna Salai Teynampet Chennai 600 018.	IE-mail: oio.chennai@cioins.co.in	044-24333668 044-24333678
7	NEW DELHI	2/2 A 1st Floor Universal Ins. Building Asaf Ali Road New Delhi- 110 002.	Email:oio.delhi@cioins.co.in	011-46013992
8	GUWAHATI	Jeevan Nivesh Bldg., 5th Floor, Near Pan Bazar S.S. Road, Guwahati-781001	E-mail: oio.guwahati@cioins.co.in	0361-2631307 0361-2632204 0361-2732937 0361-2632205
9	HYDERABAD	6-2-46, 1st Floor, Moin Court Lane Opp.Hyundai Showroom, A.C.Guards, Lakdi-ka-pool Hyderabad 500 004	E-mail : oio.hyderabad@cioins.co.in	040-23376991 040-23312122 040-23376599 040-23328709 040-23325325
10	JAIPUR	Jeevan Nidhi II, Ground Floor, Bhawani Singh Road, Ambedkar Circle , Jaipur - 302 005	E-mail: oio.jaipur@cioins.co.in	0141-2740363
11	KOCHI	10th Floor, LIC Bidg, Jeevan Prakash Opp. MaharajCollege Ground M.G. Road, Ernakulam, Kochi- 682 011	E-mail: oio.ernakulam@cioins.co.in	0484-2358759 0484-2358734 0484-2358336
12	KOLKATA	7th Floor of Hindustan Building (Annex), 4,C R Avenue Kolkata-700 072	E-mail: oio.kolkata@cioins.co.in	033-22124339 033-22124341



Royal Sundaram General Insurance Co. Limited

Registered Office: 21, Patullos Road, Chennai 600 002.

Corporate Office: "Vishranthi Melaram Towers",

2/319, Rajiv Gandhi Salai, Karapakkam, Chennai 600 097.

Ph: 91-44-7117 7117, Toll Free: 1860 258 0000 / 1860 425 0000

Email: care@royalsundaram.in Website: www.royalsundaram.in

IRDAI Reg. No. 102 | CIN-U67200TN2000PLC045611

TechPro Liability Insurance

Policy wording

UIN: IRDAN102CPLB0014V01202526

Details of Insurance Ombudsman Offices:

S. No.	Office of Insurance Ombudsman	Address	Email	Landline Nos.
13	LUCKNOW	Jeevan Bhavan Phase II, 6th Floor, Nawal Kishore Road, Hazratganj, Lucknow- 226 001	E-mail: oio.lucknow@cioins.co.in	0522-4002082
14	MUMBAI	IIIrd Floor, Jeevan Seva Annexe S.V. Road, Santacruz West Mumbai-400 054	E-mail: oio.mumbai@cioins.co.in	022-69038800 022-69038827/8829 022-69038831/8832 022-69038833
15	NOIDA	Bhagwan Sahai Palace, 4th flr Main Road, Naya Bans Sector 15, Noida-201301 Dist: G.B.Naqar Uttar Pradesh	E-mail: oio.noida@cioins.co.in	0120- 2514252 0120-2514253 0120-4027589
16	PATNA	2nd Floor Lalit Bhawan Bailey Road Patna- 800 001	E-mail: oio.patna@cioins.co.in	1061-22547067 1061-22547068
17	PUNE	3rd Floor, Jeevan Darshan - LIC of India Bldg. N.C. Kelkar Road, Narayan Peth, Pune- 411030.	Email :oio.pune@cioins.co.in	020-24471175
18	THANE	2nd Floor, Jeevan Chintamani Building, Vasanttrao Naik Mahamarg, Thane (West),Thane- 400 604	Email:oio.thane@cioins.co.in	022-20812868 022-20812869