

## **CUSTOMER INFORMATION SHEET/KNOW YOUR POLICY**

This document provides key information about your policy. You are also advised to go through your policy document.

SI No	Title	<b>Description</b> (Please refer to applicable Policy Clause Number in next column)	Policy/Clause Number
1	Product Name	Professional Shield	
2	Unique Identification Number (UIN) allotted by IRDAI	IRDAN108RP0005V01202324	
3	Structure	Indemnity/ Modified Indemnity	
4	Interests Insured	<ul> <li>any natural person named as a Policyholder or</li> <li>any natural person who has been issued a Certificate of Insurance under this policy, or</li> <li>any Employee of (1) or (2) above (4) and any estates or legal representatives of (1) or (2) or (3) above</li> <li>but only when providing Professional Services in the foregoing capacities.</li> </ul>	
5	Sum Insured	< <plan as="" opted="">&gt; &lt;<fetch &="" coverage,="" from="" insured,="" policy="" retention="" schedule="" sublimit="" sum="">&gt;  Coverage Sum Insured Retention Nil  &lt;<sub applicable="" limit="" wherever="">&gt;</sub></fetch></plan>	
6	Policy Coverage	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.  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 Breach of Duty:  (i) first takes place on or after the Retroactive Date; and	



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		<ul><li>(ii) is committed solely in the performance of or failure to perform Professional Services.</li></ul>	
		The Customer Information Sheet should be read in conjunction with the Certificate of Insurance and Policy wordings. Insurance coverage will be applicable only to the covers and up to the Sum Insured limits as specifically mentioned in the Certificate of Insurance.	
7	Add-on Cover	1. Court Attendance: Defence Costs will include Rs. 1,000 for each day on which Insured's attendance in court as a witness is required in connection with a Claim notified under and covered by this policy. No Retention shall apply to this Extension.	Extensions under the policy
		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 Insured shall have the right to a period of 90 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. Lost Documents: With respect to a Third Party's Documents: 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 Documents provided that:  (a) such loss or damage is sustained while the Documents are either: (1) in transit; or (2) in the custody of the Insured or of any person to whom the Insured has entrusted them;  (b) where the lost or mislaid Documents 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, or other matters beyond the Insured's control.	



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		This Extension will be subject to 1% sublimit of Limit of Liability. This sublimit of liability is the total amount payable by the Insurer under this Extension.	
8	Loss Participation	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 Breach of Duty. 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.	Limits and Retention under the Policy
9	Exclusions	This policy shall not cover Loss in connection with any Claim:  Antitrust: arising out of, based upon or attributable to any actual or alleged antitrust violation, restraint of trade or unfair competition;  Bodily Injury/ Property Damage: arising out of, based upon or	Exclusions in the Policy
		attributable to Bodily Injury or Property Damage;	
		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; or (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;	
		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 performing Professional Services;	
		<b>Defamation:</b> arising out of, based upon or attributable to any defamation including libel and slander, or false arrest;	
		<b>Employment/ Discrimination:</b> 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;	
		<b>Insolvency:</b> arising out of, based upon or attributable to the insolvency, administration or receivership of the Insured;	
		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 (iii) telecommunications or satellite systems failure;	
		<b>Misdeeds:</b> 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; or any deliberate, willful or intentional non-compliance with any statutory provision and in such event, the Insurer shall be reimbursed for all Loss paid in connection with such Claim;	WITH YOU
		Patent/Trade Secret: arising out of, based upon or attributable to the breach of licenses concerning, infringement of or misappropriation of patents or Trade Secrets;	
		<b>Pollution:</b> 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 neutralize Pollutants, or (b) respond to or assess the effects of Pollutants;	
		Prior Claims/ Circumstance: This policy shall not cover Loss in connection with any Claim (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; or (ii) in respect of the performance of or failure to perform Professional Services by the Insured prior to the Retroactive Date specified in the Schedule.	
		<b>Trade Debts:</b> 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;	
		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, nationalization 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 organization.	
10	Special Conditions and Warranties (if any)	Not Applicable	
11	Admissibility of Claim	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, during the Policy Period and in any event within 30 days of any Claim made against any Insured or any circumstances occurring during the Policy Period which might reasonably be expected to give rise to a Claim. All notifications must be in writing or by email and addressed as required in the Claims Notice Item on the Schedule.	Claims Section of the Policy



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		<ul> <li>If notice of a Claim against an Insured is given to the Insurer pursuant to the terms and conditions of this policy, then:         <ul> <li>(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 Breach of Duty which is the same as or related to any Breach of Duty 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 Breach of Duty, or (iii) a series of continuous, repeated or related Breach of Duty, shall be considered a single Claim for the purposes of this policy.</li> </ul> </li> </ul>	
12	Policy Servicing – Claim intimation and Processing	<ul> <li>Financial Lines Claims Department, Tata AIG General Insurance Company Ltd., 7th &amp; 8th Floor, Romell Tech Park, Cama Industrial Estate, Western Express Highway, Goregaon(E), Mumbai, Maharashtra 400063</li> <li>Call on our Toll-Free Number: 1800 2667780 or;</li> </ul>	General Provisions Section of the Policy
13	Grievance Redressal and Policyholders Protection	• Email us at: FL.Claims@tataaig.com  We are committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-266-7780/022-66939500 (tolled) or you may email to the customer service desk at customersupport@tataaig.com.  Our Grievance Redressal Officer You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address: Customer Support, Tata AlG General Insurance Company Limited 7th and 8th Floor, Romell Tech Park, Cama Industrial Estate, Western Express Highway, Goregaon(E), Mumbai, Maharashtra 400063 E-mail: customersupport@tataaig.com  Visit the Servicing Branch mentioned in the policy document  Nodal Officer Please visit Our website at www.tataaig.com to know the contact details of the nodal officer for Your servicing branch.  After investigating the grievance internally and subsequent closure, we will send Our response as per the detailed escalation matrix as given in Our website. In case the resolution is likely to take longer time, we will inform You of the same through an interim reply.	General Provisions Section of the Policy
		Insurance Ombudsman	



If the Insured person is not satisfied with the redressal of grievance through above methods, the Insured Person may also approach the office of insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management System - https://igms.irda.gov.in/.  14 Obligation of the Policyholder  Policyholder  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 Breach of Duty which is the same as or related to any Breach of Duty 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.  • Fraudulent Claims: If the policyholder provides any notice of loss under this Policy while knowing the notice or claim to be false or fraudulent in terms of amounts or other aspects, such loss will be excluded from coverage. In such cases, the insurer has the right, at its sole and absolute discretion, to avoid any obligations under the Policy or to void the Policy will be forfeited, and all premiums will be non-refundable.				WITH YOU
Policyholder  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 Breach of Duty which is the same as or related to any Breach of Duty 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.  • Fraudulent Claims: If the policyholder provides any notice of loss under this Policy while knowing the notice or claim to be false or fraudulent in terms of amounts or other aspects, such loss will be excluded from coverage. In such cases, the insurer has the right, at its sole and absolute discretion, to avoid any obligations under the Policy or to void the Policy in its entirety. Consequently, all losses under the Policy will be forfeited, and all premiums will be non-			grievance through above methods, the Insured Person may also approach the office of insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management System -	
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## **Declaration by the Policy Holder:**

I have read the above and confirm having noted the details.		
Place:		
Date:	(Signature of the Policyholder)	

Note- In the event of no response from your end within 7 days of this Customer Information Sheet Receipt, it will be deemed that you have read the aforementioned document and confirmed having noted the details.

**Legal Disclaimer Note:** The information must be read in conjunction with the policy document. In case of any conflict between the CIS and the policy document, the terms and conditions mentioned in the policy document shall prevail. <a href="https://www.tataaig.com/servicing">https://www.tataaig.com/servicing</a>