

HDFC ERGO Professional Indemnity Policy Miscellaneous Endorsement Wording

I. The Policy is amended as follows:

1. The following Coverage Extensions are added to Section 2. Extensions of Cover:

2.8 Media

The **Insurer** shall indemnify the **Insureds** all **Financial Loss** resulting from a **Claim** first made against the **Insured** during the **Period of Insurance** or the **Extended Reporting Period**, if applicable, for a **Wrongful Media Act** taking place on or after the **Retroactive Date** and prior to the end of the **Period of Insurance**.

The cover provided under this Extension shall be subject to both the applicable **Sub-Limit of Liability** and **Retention** specified in the Schedule.

2.9 Technology Services

The **Insurer** shall indemnify the **Insureds** for **Financial Loss** resulting directly from a **Claim** first made against the **Insured** during the **Period of Insurance** or the **Extended Reporting Period**, if applicable, based upon a **Wrongful Technology Act** taking place on or after the **Retroactive Date** and prior to the end of the **Period of Insurance**.

The cover provided under this Extension shall be subject to both the applicable **Sub-Limit of Liability** and **Retention** specified in the Schedule.

2. Section 4. Definitions is amended as follows:

- A. The definition of **Third-Party Client** is replaced with the following:

4.46 Third-Party Client

Third-Party Client means a third party who procures **Media Services** or **Professional Services** from the **Company** pursuant to a written contract.

- B. The definition of **Wrongful Act** is replaced with the following:

4.47 Wrongful Act

Wrongful Act means:

- 4.47.1 a **Wrongful Media Act**;
4.47.2 a **Wrongful Professional Act**; or
4.47.3 a **Wrongful Technology Act**;

in connection with rendering or failure to render **Professional Services** to **Third-Party Clients**.

- C. The following definitions are added:

Content

Content means words, numbers, images, graphics, ideas, data, text, sounds, images, or similar forms of expression, of the following types, in whole or excerpt form:

- (i) books, poetry, lyrics, papers, essays, correspondence, newsletters, newspapers, magazines, scripts, plays, documentation and manuals, encyclopaedias, dictionaries, or research materials;
- (ii) recorded music, film, television and radio excerpts, commercials, voiceovers, sound effects, or speeches;
- (iii) television broadcasts, sports footage, professional videos, or animated and motion pictures; or
- (iv) pictures, graphics, charts, diagrams, photographs, posters, maps, drawings, cartoons, cartoon characters, advertisements, or architectural drawings.

Media Services

Media Services means creating, publishing, disseminating, releasing, gathering, transmitting, producing, or other distributing of **Content** by the **Insured** on behalf of **Third-Party Clients**, by any means, including but not limited to the following forms: print; music; film; directories; broadcasting; webcasting; or telecasting;

Professional Services

Professional Services means those services listed in Item 1.5 of the Schedule of this Policy, provided by or on behalf of the **Insured** to a **Third-Party Client** pursuant to a written contract or agreement with such **Third-Party Client** for compensation, or in conjunction with services for compensation, including any related service or operation of the **Insured** to support the provision of such services.

Technology Services

Technology Services means the design, development, licensing, provisioning, maintenance and support of:

- (i) an on-line platform used to provide a **Third-Party Client** 1) **Professional Services** or 2) access to tools and resources related to the **Company's Professional Services**;
- (ii) a mobile application provided to the **Insured's Third-Party Clients** in order to access the **Company's** on-line platform or **Professional Services**; or

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- (iii) an Application Program Interface (API) or similar software to connect the **Company's Computer System** with the **Computer Systems** of a **Third-Party Client** to facilitate data exchange in the provision of **Professional Services**.

Wrongful Media Act

Wrongful Media Act means:

- (i) libel, slander, defamation or other tort related to the disparagement or harm to the reputation or character of any person or organization;
- (ii) invasion, infringement, or interference with the right to privacy or publicity;
- (iii) plagiarism, piracy, or the misappropriation or unauthorized use of advertising ideas, advertising material, titles, literary or artistic formats, styles, performances, names or likenesses;
- (iv) the infringement of any copyright, domain name, trademark, trade name, trade dress, title or slogan, service mark, or service name; or
- (v) negligence with respect to the Insured's creation or dissemination of **Content**; actually or allegedly committed or attempted by an **Insured**, or a **Service Provider** in connection with the rendering or failure to render **Media Services** in conjunction with **Professional Services**.

Wrongful Technology Act

Wrongful Technology Act means any act, error, omission, misrepresentation, misstatement, misleading statement, neglect, or breach of duty actually or allegedly committed or attempted by an **Insured**, or by someone for whom the **Insured** is legally responsible in connection with the **Insured's** rendering or failure to render **Technology Services** in conjunction with **Professional Services**.

3. Section 5. Exclusions is amended as follows:

- A. Exclusion 5.3 Bodily Injury and Property Damage is replaced with the following:

5.3 Bodily Injury and Property Damage

arising from, based upon, in connection with, attributable to or as a consequence of **Bodily Injury, Mental Anguish, or Property Damage**; provided, that this exclusion shall not apply to:

- 5.3.1 Loss of **Documents** or Data, in accordance with Extension 2.6 or

- 5.3.2 **Mental Anguish** resulting from a **Wrongful Media Act** or **Wrongful Privacy Act**.

- B. Exclusion 5.12 Intellectual Property is replaced with the following:

5.12 Intellectual Property

arising out of, based upon, in connection with, attributable to or as a consequence of the:

- 5.12.1 invalidity, infringement, violation, breach or misappropriation of any patent; or

- 5.12.2 misappropriation of trade secret.

- C. The following exclusion is added:

Cost Guarantees

arising from, based upon, in connection with, attributable to or as a consequence of any failure to meet a cost guarantee or estimate of probable costs.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.