

## 1. Frequently Asked Questions - Professional Indemnity

(Without prejudice - please refer to policy schedule / policy wording)

### 1. What is Professional indemnity insurance?

Professional indemnity (PI) insurance provides cover for the legal costs and expenses in defending a claim, as well as compensation payable to your client if you are found to be responsible for providing inadequate advice, services or designs that cause your client to lose money.

### 2. What Does Professional Indemnity Insurance Cover?

The policy pays other parties for damages which you are legally liable to pay as a result of negligent acts, errors or omissions in the performance of your professional services including defense cost, court attendance fee etc. The insurance company has an obligation to defend you against such claims, even if the allegations ultimately are determined to be false or groundless

Pays for:

- Expenses incurred in the investigation, adjustment, appeal, settlement or defense of any claim,
- Costs taxed against the Insured in respect of a claim, pre-judgement interest, and interest on the full amount of any Judgment etc.

Period of Insurance: 12 months from the date to be advised, Extended Reporting period – 90 Days

### 3. What are Incidences covered:

Unintentional Breach of Contract; Any actual or alleged neglect, Error, Omission, Misstatement or Misleading Statement;

A breach of any duty to use reasonable care, including but not limited to negligent transmission of a computer virus, worm, logic bomb or Trojan horse or negligence in connection with a denial of service attack, or negligent misrepresentation;

A breach of any duty of confidentiality, or violation of any other legal protections for personal information, including but not limited to intrusion upon a person's seclusion, public disclosure of a person's private information, misappropriation of a person's picture, name, voice or identity.

Defamation including but not limited to libel and slander;

Intellectual property infringement (but not any patent infringement or trade secret misappropriation), including but not limited to copyright infringement, trademark infringement, trademark dilution, trade dress infringement, publicity rights violations, cyber squatting violations, moral rights violations, any act of passing-off, or any misappropriation of formats, characters, trade names, character names, titles,

plots, musical compositions, voices, slogans, graphic material or artwork; any actual or alleged act of fraud/dishonesty.

#### **4. What Does Professional Indemnity Insurance Exclude?**

This policy of insurance does not cover the following (Refer clause 3 of policy schedule):

- Claims expenses in respect of salaries of the Insured's employees, officers and directors and office expenses.
- Any Claim arising out of any fact, situation, circumstance or incident:
  - which the Insured knew about, or should reasonably have foreseen, might lead to a claim against the Insured at the date of inception of this policy and which was not communicated to the Insurer at that time;
- or
  - which notice has been given under any other insurance prior to the inception date of this policy.
- Loss due to war, invasion, act of foreign enemy, hostilities, civil war, insurrection, rebellion, revolution, mutiny, military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion, martial law or loot, sack or pillage in connection therewith, confiscation or destruction by any government or public authority, whether war be declared or not.
- Fines, penalties (whether civil, criminal or contractual), punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of, or in excess of, compensatory damages ordered by a public authority unless insurable by the law under which this policy is construed.
- Any claim based upon or arising out of any infringement of patents or trade secrets.
- Any claim by person or organisation:
  - which is directly or indirectly owned, controlled, operated or managed by an Insured,
  - which owns, controls, operates or manages an Insured, or
  - as to which any Insured is a partner, consultant or employee, unless such claim is instigated and continued totally independently of, and totally without the solicitation, assistance, active participation or intervention of any Insured.

However, this exclusion will not apply to any portion of any claim based on a liability to an independent third party directly arising out of the performance of the insured profession but which is brought against the Insured via a subsidiary, parent or sister company.

- Any claim arising out of an Insured's activities in the capacity of an elected public official or as an employee of a governmental body, subdivision or agency thereof, unless the Insured is deemed an employee solely by virtue of the rendering of insured profession to such governmental body, subdivision or agency thereof, and the remuneration for such services inures to the account of the Insured.
- Loss for which the insured is obligated to pay by reason of the assumption, in a contract or agreement, of liability. This exclusion shall not apply to an unintentional breach of contract by the Insured.

Any claim based upon, arising out of, or attributable to the insolvency or bankruptcy of any insured.

#### **5. Who is insured in the proposed Professional indemnity Programme and Cyber Insurance?**

All members of ICSI and its subsidiaries are covered. Professional Indemnity policy is designed to cover you practicing as individual, sole proprietor, Partnership/LLP and in Cyber Insurance, the cover is designed for individuals only.

#### **6. For which professional service does the policy cover me?**

All the professional services rendered as per resolution passed by the council under Clause (f) of sub section 2 of section 2 of the Company Secretaries ACT., except as Insolvency professionals.

#### **7. When should an insured notify a circumstance?**

Insured should notify to their current insurer, as soon as possible, any circumstance, fact or situation that they think might give rise to a claim. By doing so the policy offers protection to the insured if a claim arises outside the policy period.

#### **8. What is the retroactive date? What is the date of inception?**

Retroactive date is the date after which acts, errors or omissions of the Insured are covered. That is, any act, error or omission arising from work done after the retroactive date will be covered under the policy. The date of inception of first PI insurance policy maintained without any break is the retroactive date.

#### **9. What is the difference between jurisdiction and territorial limits?**

Territorial Limit refers to the place where the act, error or omission occurs. Jurisdiction Limit refers to the fact that the policy will only cover claims brought within the court system of the nominated countries.

#### **10. Who is My Insurance Company for Professional Indemnity Insurance and Insurance broker?**

Insurer: Oriental Insurance Company Ltd.

Broker: Marsh India Insurance Brokers Pvt Limited

**11. What is the premium rate for annual PI policy?**

- India Only : 0.09% - Annual premium
- Worldwide excluding US/Canada: 0.11% - Annual Premium

**12. Professional Indemnity for INSOLVENCY PROFESSIONAL AGENCIES – Will be quoted on case to case basis**

Insured: Ms. ABC authorized RP for M/s XYZ.

Professional activity covered: Insolvency professional services by Ms. ABC for M/s XYZ

Limits and premiums:

- INR 5 CRORES onwards
- Premium rate – depends on various factors. Can be in range of 0.5% to 1.5% + GST (Indicative and Non-Binding)
- Deductible: INR 5 Lacs- INR 20 Lacs for each and every claim.
- Policy Period: Date of receipt of premium till completion of the assignment. (270 Days Max).

Conditions:

- Extended reporting period will be 7 years.
- Emergency Costs: sub limited
- Extradition Proceeding Expenses: Full Limits
- Investigation Costs: sub limited
- Regulatory crisis Response Costs: 50% of Limit of indemnity.
- Prevention Costs: Full Limits
- Bail bond & civil bond expenses: Full Limits
- Damage to reputation: 25% of Limits
- Civil liability: Full Limits
- Loss of documents: Damage to reputation: 20% of limits

- Compensation for court attendance: INR 15,000/day
- Retroactive date: Insolvency Commencement Date (subject to declaration confirming No claim/ Claim like situation).
- No home buyer's exposure to be covered (if applicable to any of this case).
- Sanctions clause
- Cover only for one IP assignment as declared.

**Details required:**

- Total debt amount
- Expected fee
- Date of acceptance of assignment
- Has there been any claim/ claim like situation under this assignment till date? (in case the assignment allotment date is prior to date of taking insurance)
- Limits required under the policy

**Please email details to: [Arvind.sharma@marsh.com](mailto:Arvind.sharma@marsh.com) M – 0756706233**

## 2. Frequently asked Question – Medical Insurance

### 1. What does the policy cover?

The policy covers in-patient treatments. In- patient- means an insured person, who is admitted to hospital and stays there for a minimum period of 24 hours for the sole purpose of receiving treatment for suffered ailment / illness / disease / Injury / Accident. Benefits are applicable only if the expenses are incurred in hospital/nursing home as inpatient in India.

### 2. Who all are covered in the program?

The program covers self-spouse and children

### 3. What is pre-existing diseases?

Pre-existing diseases means any sickness or its symptoms, which existed prior to the effective date of this insurance, whether or not the insured person had knowledge that the symptoms were relating to the sickness.

### 4. What is my eligibility in the policy?

Please refer prospectus

### 5. If I have recently got married how do I get coverage for my spouse?

You would need to register your spouse with in IT portal and email to mail id provided on website. Intimation window will be allowed for a period of 30 days. Coverage for that person becomes effective on the date of intimation.

### 6. How do I get coverage for my new born child?

You would need to register your child by uploading the details on IT portal and email to mail id provided on website within 15 days of the birth of the child. Coverage for the child becomes effective from day one.

### 7. What is an e-card?

It is an identification card, which will entitle you to credit towards hospitalization and any other negotiated benefits at hospitals on the panel of TPA on pre - authorization. These healthcare providers could be diagnostic centers, clinics, health and fitness centers etc. Information on this is available with the customer service. Please remember that the ID card is not a credit card. The card does not entitle you to credit towards outpatient treatment. To avoid any misuse of your card, the hospitals may ask you to furnish some photo identification card (like Voter ID, license, passport etc)

### 8. How do I get an e-card?

Post your enrollment is successful you will get the e-card on portal. An intimation mail will be sent to you from the portal once your cards are ready.

### 9. How long will it take to get an e-card?

Normally, it takes 45 working days from the date of intimation/enrollment. In case it does not reach you within 45 working days, please escalate to [arvind.sharma@marsh.com](mailto:arvind.sharma@marsh.com)

#### **10. How can I claim under the policy?**

Members can claim through cashless or reimbursement.

Cashless treatment - TPA shall provide cashless facility at the approved network hospital (provided to members along with Medical cards / available on portal

Member may obtain reimbursement against hospitalization expenses from Insurance Company through TPA subject to the hospital should be defined as per policy terms and condition.

#### **11. What are network hospitals? What are preferred network hospitals?**

These are hospitals where TPA has a tie up for the cashless hospitalization. Preferred hospitals, too, are hospitals where TPA has tie up for the cashless hospitalization but where all policy holders get preferred treatment.

#### **12. What should I do when I reach the hospital (NETWORK)?**

Please show your e-card for identification along with any other govt approved ID proof. The TPA helpdesk at the hospital will help you fill the pre-authorization form that needs to be then signed by the doctor and sent to TPA for cashless processing.

TPA will also send a letter of credit as per policy terms and conditions (on pre-authorization) to the hospital to make sure that they extend credit facility. You will not need to pay any cash except for non-medical expenditure as explained under the policy heading.

If the pre-authorization is not done, you must collect all reports and discharge card when you get discharged. Please make sure that you sign the hospital bill before leaving the hospital. You can then submit the claim along with all the necessary supporting documents to TPA Helpdesk at your facility.

#### **13. Is cashless authorization (Pre-authorization) request necessary?**

Yes. This will help you in the following ways:

- You will be informed in advance regarding the coverage for your treatment so that your claim does not get rejected at a later stage and you do not end up paying out of pocket.
- It will help you ensure that the treatment cost is appropriate and not inflated.
- This will also help TPA in planning your hospitalization expenditure such that you do not run out of the cover that you are entitled to.
- It will help TPA in registering the impending claim with the insurer, since the policy regulation states that it is mandatory to register the claim within 7 days of hospitalization.

#### **14. Suppose the hospital does not accept my e-card?**

Please call up the TPA helpline immediately for assistance. Also note down the name of the staff-refusing acceptance of the e-card and revert back to the TPA helpline as soon as possible.

#### 15. What happens if I forget to bring my e-Card at the network hospital?

If it is *planned hospitalization at network hospital*, show Company ID card to the hospital and call TPA helpline for assistance.

If it is an *emergency hospitalization* you will be required to make cash payment upfront at the panel clinic. You must submit the bills with the claim form attached with this manual.

#### 16. What if I go to a non- network hospital?

Please fill the claim form, attach the relevant documents (most important to attach discharge slip) and send submit it with location Helpdesk for reimbursement. Please note that all the bills and reports should be submitted in ORIGINAL along with Original claim form.

- Completed Claim form with Signature along with cancelled chq and NEFT form – **Mandatory**
- Hospital bills in original (with bill no; signed and stamped by the hospital) with all charges itemized and the original receipts – **Mandatory**
- Discharge Report (original) – **Mandatory**
- Provide Break up details including Pharmacy items, Materials, Investigations even though it is there in the main bill - **Mandatory**
- Original reports or attested copies of Bills and Receipts for Medicines, Investigations along with Doctors prescription in Original and Laboratory
- Follow-up advice or letter for line of treatment after discharge from hospital, from Doctor.
- Attending doctors' bills and receipts and certificate regarding diagnosis (if separate from hospital bill)
- In case the hospital is not registered, please get a letter on the Hospital letterhead mentioning the number of beds and availability of doctors and nurses round the clock.
- In non- network hospital, you may have to get the hospital and doctor's registration number in Hospital letterhead and get the same signed and stamped by the hospital, if required.

#### 17. Within how many days should a claim be registered?

Within 30 days from the date of discharge

#### 18. How can I claim my pre & post hospitalization expenses?

The policy covers pre-hospitalization expenses made prior to 60 days of hospitalization and incurred towards the same illness/ disease due to which hospitalization happens. It also covers all medical expenses for up to 90 days post discharge as advised by the Medical Practitioner. All the bills with summary have to be sent to client.

**19. What do you mean by pre and post natal expenses? Is it covered in the policy?**

Expenses arising before delivery are known as prenatal expenses and those arising after delivery are known as post natal expenses. These expenses are covered in the policy within maternity limit under hospitalization only.

**20. Can I continue the insurance coverage if I resign from the company?**

Not applicable

**21. What happens if I am unable to cover all my medical/ treatment expenses for an ailment which is capped?**

Incase, the cost of treatment is higher than the ailment cap, the entire excess amount has to be borne by the member.

Ailment cap is the maximum permissible benefit for the concerned ailment under the Marsh policy.

**22. What are the treatments that are covered under day care hospitalization?**

Day Care Procedures will include following Day Care Surgeries & Day Care Treatments (Please check with TPA on the admissibility of the below listed day care procedures)

**Microsurgical operations on the middle ear**

- Stapedotomy
- Stapedectomy
- Revision of a stapedectomy
- Other operations on the auditory ossicles
- Myringoplasty (Type -I Tympanoplasty)
- Tympanoplasty (closure of an eardrum perforation/reconstruction of the auditory ossicles)
- Revision of a tympanoplasty
- Other microsurgical operations on the middle ear

**Other operations on the middle & internal ear**

- Myringotomy
- Removal of a tympanic drain
- Incision of the mastoid process and middle ear
- Mastoidectomy
- Reconstruction of the middle ear
- Other excisions of the middle and inner ear

- Fenestration of the inner ear
- Revision of a fenestration of the inner ear
- Incision (opening) and destruction (elimination) of the inner ear
- Other operations on the middle and inner ear

#### **Operations on the nose & the nasal sinuses**

- Excision and destruction of diseased tissue of the nose
- Operations on the turbinates (nasal concha)
- Other operations on the nose
- Nasal sinus aspiration

#### **Operations on the eyes**

- Incision of tear glands
- Other operations on the tear ducts
- Incision of diseased eyelids
- Excision and destruction of diseased tissue of the eyelid
- Operations on the canthus and epicanthus
- Corrective surgery for entropion and ectropion
- Corrective surgery for blepharoptosis
- Removal of a foreign body from the conjunctiva
- Removal of a foreign body from the cornea
- Incision of the cornea
- Operations for pterygium
- Other operations on the cornea
- Removal of a foreign body from the lens of the eye
- Removal of a foreign body from the posterior chamber of the eye
- Removal of a foreign body from the orbit and eyeball
- Operation of cataract

### **Operations on the skin & subcutaneous tissues**

- Incision of a pilonidal sinus
- Other incisions of the skin and subcutaneous tissues
- Surgical wound toilet (wound debridement) and removal of diseased tissue of the skin and subcutaneous tissues
- Local excision of diseased tissue of the skin and subcutaneous tissues
- Other excisions of the skin and subcutaneous tissues
- Simple restoration of surface continuity of the skin and subcutaneous tissues
- Free skin transplantation, donor site
- Free skin transplantation, recipient site
- Revision of skin plasty
- Other restoration and reconstruction of the skin and subcutaneous tissues
- Chemosurgery to the skin
- Destruction of diseased tissue in the skin and subcutaneous tissues

### **Operations on the tongue**

- Incision, excision and destruction of diseased tissue of the tongue
- Partial glossectomy
- Glossectomy

### **What are General Exclusions in the program?**

- Injury or Disease directly or indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, War like operation (whether war be declared or not).
- Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident, vaccination or inoculation or change of life or cosmetic or aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness.
- The cost of spectacles, contact lenses, hearing aids
- Dental treatment or surgery of any kind unless as a result of Accidental Bodily Injury to natural teeth and also requiring hospitalization.
- Convalescence, general debility 'Run-down' condition or rest cure, congenital external

- disease or defects or anomalies, sterility, venereal disease, intentional self-injury and use of intoxicating drugs/alcohol.
- All expenses arising out of any condition directly or indirectly caused to or associated with
- Human T-Cell Lympho tropic Virus type III (HITLB-III) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.
- Charges incurred at Hospital or Nursing Home primarily for diagnostic, X-ray or laboratory examinations not consistent with Or incidental to the diagnosis and treatment of the positive existence or presence of any ailment, sickness or injury, for which confinement is required at a Hospital/Nursing Home.
- Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending Physician.
- Injury or disease directly or indirectly caused by or contributed to by nuclear weapons/materials.
- Voluntary medical termination of pregnancy during first 12 weeks from the date ofo conception.
- Naturopathy treatment

**23. Which are the expenses that are excluded apart from those mentioned under general exclusion?**

- Registration Fees, File opening fees
- Telephone, Internet charges
- Food and refreshments supplied to visitors and attendants
- Television charges
- Any other expenses not related to treatment of illness
- Charges paid to organ donors

**Please refer to Non-medical items list for more details**

**Definitions**

In order that you understand the various expenses that are covered by the insurer and those which are rejected, we have included the definitions of certain terms (as explained by the insurer), which form the basis of coverage under the insurance policy.

- **Hospital/Nursing Home** means any institution in India established for indoor care and treatment of sickness and injuries and which

Either

a) Has been registered either as a Hospital or Nursing Home with the local authorities and is under the supervision of a registered and qualified Medical Practitioner.

Or

b) Should comply with the minimum criteria as under

1. It should have at least 10 patient beds\*
2. Fully equipped operation theatre of its own whenever a surgical operations are carried out
3. Fully qualified Nursing Staff under its employment round the clock
4. Fully qualified Doctor(s) should be in-charge round the clock

N.B. \*In class "C" town condition of number of beds be reduced to 10.

- **The term Hospital/Nursing Home** does not include an establishment, which is a place of rest, a place for aged, a place for drug addicts or place of alcoholics, a hotel or a similar place.
- **Surgical Operation** means manual and/or operative procedures for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life.

Expenses on Hospitalization for a minimum period of 24 hours are admissible, however, this time limit is not applied to specific treatments i.e. Dialysis, Chemotherapy, Radiotherapy, Eye Surgery, Dental Surgery, Lithotripsy (Kidney stone removal), Tonsillectomy, DNC taken in the Hospital/Nursing Home and the Insured is discharged on the same day, the treatment will be considered to be taken under Hospitalization Benefit.

- **Any one Illness-** Any one illness means continuous period of illness and includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken. Occurrence of same illness after a lapse of 45 days as stated above will be considered as fresh illness.
- **Pre-Hospitalization** - Relevant medical expenses incurred during period up to 30 days prior to hospitalization on disease/illness/injury sustained will be considered as part of claim.
- **Post-Hospitalization-** Relevant medical expenses incurred during period up to 60 days after Hospitalization on disease/illness/injury sustained will be considered as part of claim.
- **Medical Practitioner** means a person who holds a degree/diploma of a recognized institution and is registered by the medical council of the respective State of India. The term Medical Practitioner would include Physician, Specialist and Surgeon.
- **Qualified Nurse** means a person who holds a certificate of recognized Nursing Council and who is employed on recommendation of the attending Medical Practitioner.
- **Maternity Expenses Benefits** means treatment taken in Hospital/Nursing Home arising from or traceable to pregnancy, childbirth including normal Caesarian Section.

- **Domiciliary Hospitalization Benefit** means Medical treatment for a period exceeding three days for such illness/disease/injury which in the normal course would require care and treatment at a hospital/ nursing home but actually taken whilst confined at home in India under any of the following circumstances, namely:
  - a) The condition of the patient is such that he/she cannot be removed to the hospital/nursing home or
  - b) The patient cannot be removed to the hospital/nursing home for lack of an accommodation therein.
- **Ancillary expenses** include Anaesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines & Drugs, Diagnostic Materials and X-Ray, Dialysis, Chemotherapy, Radiotherapy, Cost of Pacemaker, Artificial Limbs & Cost of Organs and similar expenses
- **Accident** means a sudden, unforeseen and fortuitous event, and Accidental shall have a corresponding meaning.
- **Benefit** means the respective benefit, as stated in the Policy Schedule, payable by the Company under the terms and conditions of this Policy in respect of each event or loss covered by this Policy.
- **Bodily Injury** means injury sustained by an Insured Person resulting solely, directly and independently of all other causes from an Accident and caused by external, violent and visible means
- **Loss of fingers or Toes** means loss by complete physical severance through or above a metacarpophalangeal or metatarsophalangeal joint.
- **Loss of Limb** means loss by complete physical severance of a hand at or above the wrist or of a foot at or above the ankle.
- **Loss of Sight** means total and irrecoverable loss of all sight in any eye rendering the Insured person absolutely blind in that eye and beyond remedy by surgical or other treatment.
- **Loss of Speech and Hearing** means total irrecoverable loss of speech and hearing which is beyond remedy by surgical or other treatment.
- **Loss of Use** means loss of terms of physical incapacity or disability in all aspects of daily living and not only in terms of professional or occupational incapacity or disability of the Insured person.
- **Simple Fracture** means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a physician requires minimal and uncomplicated medical treatment.
- **Other Fracture** means any fracture other than a simple fracture.
- **Civil Commotion** means a disturbance, commotion or disorder created by civilians usually against a governing body or the policies thereof.
- **Riot** means the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike lock-out or not) or the action of any lawfully constituted governmental authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance.

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- **Strike** means the willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.
  - **Terrorism** means use of force or violence and/or the threat thereof, of any person or group(s) whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed to political, religious, ideological or similar purpose including intention to influence any government and/or to put the public, or any section of the public in fear.