

MULTI MEDIA PROFESSIONAL INDEMNITY INSURANCE

Why Multi Media Professional Indemnity Insurance Protection?

Multi Media Liability Insurance protects you against claims arising out of the gathering and communication of information. Multi Media Liability Insurance provides coverage against defamation and invasion of privacy claims as well as unintentional copyright and/or Trademark infringement. This insurance may be relevant to:

- a) Publishers and broadcasters
- b) Electronic transmission services
- c) Researching, exhibition and material distribution services
- d) Electronic publishing services and any other entity engaged in preparing materials for publication and republication
- e) Television and radio stations, motion picture companies, cable and satellite broadcasters
- f) Advertising Industries

What is covered?

This insurance protects you against Damages you become legally liable to pay to a third party as a result of a Claim for a Wrongful Act committed or alleged to have been committed on your part in the conduct of your Professional Business Practice. These "Wrongful Acts" mean:

- a) libel or slander by reason of words written, spoken, audible or visual materials published or broadcast or any other defamation (whether of person or products) by you in the conduct of your Professional Business Practice.
- b) unintentional infringement or misappropriation of copyright, trade mark, service mark, registered designs or design right, trade secret, know-how, patents, or any plagiarism;
- c) intrusion upon, interference with or infringement of right to publicity, right to privacy, family life, a person's home or correspondence including the torts of intrusion upon seclusion, false light and misappropriation of name or likeness and including breach of data protection legislation;
- d) harassment, trespass, false arrest, wrongful detention or imprisonment, wrongful entry or eviction, eavesdropping or invasion of private occupancy; or

e) negligent advice, misprint or erroneous matter or material contained in any of your publications. This insurance also covers Defence Costs and Expenses as a result of any claim made against you.

What is not covered?

- Prior or Pending Claims
- Asbestos related Claims
- Assumed Duty or Obligation
- Bodily Injury / Property Damage
- Computer related Claims
- Delay, Disruption or Failure of services etc.
- Fines and Penalties
- Fraud and Dishonesty
- Loss of License

- Nuclear fuel/waste related claims
- Obligations to Employees
- Prohibited Matters
- Punitive and Exemplary Damages
- Claims from Related or Associated Entities
- Terrorism Claims
- Trading Debts
- War related Claims

What can be covered by paying additional premium?

Increased Aggregate Limit of Indemnity

Limit of Indemnity under the Policy can be increased by an amount equal to the Limit of Indemnity. Raheja QBE's total liability, however, will not exceed the Limit of Indemnity as specified in the Schedule,

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in respect of any one Claim; and an amount equal to twice such Limit of Indemnity in respect of all Claims.

What to do in the event of a claim?

If an event happens which may give rise to a claim under this Policy you must:

- Inform us as soon as practicable. You will be provided with advice on the procedure to follow. You may
 call Raheja QBE Call Centre on Toll Free No: 1800-102-7723 OR notify loss by email to
 <u>claims@rahejaqbe.com</u> OR report claim on RQBE Website <u>www.rahejaqbe.com</u> OR send Letter or Fax
 to RQBE office
- 2. Please supply us with all information we require to settle the claim.
- 3. Take all reasonable precautions to prevent further loss or damage.
- 4. Not negotiate, admit, repudiate or pay any claim by any person.
- 5. Co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person.
- 6. If in doubt at any time please call us for advice

What you must not do in the event of a claim?

You must not:

- 1. admit liability if an incident occurs which is likely to result in someone claiming against you
- 2. make any admission of guilt or promise or offer of payment in connection with any such claim, unless we first agree in writing. This applies to you or any other person making a claim under this Policy.

Dispute Resolution

Raheja QBE will take all steps to meet your expectations from this policy. However it is possible, that there could be a complaint relating to any of the following:

- Any partial or total repudiation of claims by the insurance companies
- Dispute on the legal construction of the policy wordings in case such dispute relates to claims
- Delay in settlement of claims
- Non-issuance of any insurance document to customers after receipt of premium
- Dispute with regard to premium paid or payable in terms of the policy

For resolution of such complaints RQBE has developed a Grievance Redressal mechanism. At your request, the Dispute will be considered afresh by the Grievance Redressal Committee of RQBE.

DISCLAIMER:

This Product Information Statement is intended to facilitate an easier understanding of the policy terms, conditions and exclusions. It only gives a summary of the significant benefits and risks associated with this product. This Product Information Statement is not a legal contract and does not describe the entire terms, conditions and exclusions of the Policy. The Policy represents the legal contract between yourself and Raheja QBE General Insurance Co. Ltd and should be seen for complete details.

If you need any clarification on coverage please call your nearest RQBE office or your insurance advisor.

Insurance is the subject matter of solicitation.