

## LegalCover SME Value Plan

Welcome to LegalCover, where we're committed to providing you with robust legal protection. This document is your guide to understanding the comprehensive services and benefits included in your LegalCover SME Value Plan.

### **About LegalCover**

Prolegal Technologies Private Limited (LegalCover or We or Us) is a legal expense subscription company founded on the principle that every citizen should be able to assert their legal rights.

LegalCover is committed to providing its customers with access to general legal information and representation. LegalCover recognizes that it will only grow by ensuring it provides value-added products and outstanding service to its customers.

### **Main benefits of LegalCover Subscription Plan:**

LegalCover Subscription Plan allows you to pursue or defend your legal rights arising from a covered event during the period of subscription. We provide cover for Legal Costs arising from:

- Employment disputes
- Employment protection
- Criminal prosecution defense
- Property & goods
- Identity theft
- Statutory License appeals
- Compliance & regulation
- Tax investigations
- Contract disputes
- And many more

Please read this document carefully and in full to determine if the cover is appropriate for you and to familiarize you with the terms and conditions of your subscription.

### **Subscription Fee**

The Subscription fee for this Plan is payable to "Prolegal Technologies Private Limited" as the service provider or any authorized broker selling through their website.

In order to calculate the subscription fee, various factors may be considered by Us, including the turnover, industry, coverage, limit, excess, commission and other related factors.

Your subscription fee also includes any relevant compulsory government charges, taxes or levies (e.g., GST). The Subscription fee and these amounts where applicable will be set out separately in the Plan Schedule.

### **Other costs, fees, and charges**

Other costs, fees, and charges which may be applicable to the purchase of Your Plan will be shown on the Plan Schedule.

### **This document also contains information about:**

- ✓ Legal information helpline
- ✓ Legal Document Centre
- ✓ Claims procedures
- ✓ Complaint procedures

## A. Meaning of Words & Terms

Certain words and terms contained in this Plan have been defined as they have the same meaning wherever they appear.

|                           |   |
|---------------------------|---|
| Appointed Advisor         | The lawyer, accountant, or other advisor appointed as elected and arranged by Us, who shall be retained by You for Your Claim.  |
| LegalCover                | Prolegal Technologies Private Limited ( <i>CIN U69100HR2023PTC112576</i> )  |
| ITO                       | The Indian Tax Office or such other government or governmental department or other body is charged with the administration of any Income-tax Laws.  |
| Authority                 | A government or government department or other body, a governmental, semi-governmental, or judicial person, or a person who is charged with the administration of any Law.  |
| Business                  | The occupation, trade profession, or enterprise carried out by the entity shown in the Plan Schedule that attaches to this Plan.  |
| Business Premises         | The premises owned or leased by You to conduct the normal operations of the Business.   |
| Claim                     | A present claim, action, proceeding, or demand made against You or being pursued by You, however, it arises in respect of a Covered Event.  |
| Claims Administrator      | Prolegal Technologies Private Limited ( <i>CIN U69100HR2023PTC112576</i> )  |
| Claim Value Determination | A determination by the Appointed Advisor of the financial amount You are likely to save or recover in a Claim.  |
| Conflict of Interest      | A relationship or circumstance involving the Appointed Advisor; including but not limited to a professional relationship; a personal relationship; or a monetary interest in any party to the dispute except You. |
| Companies Act             | The Companies Act, 2013 or any earlier law repelled by the said act.  |
| Disclosed Circumstances   | The facts and circumstances set out in Your application form.   |
| Document Centre           | A document center that provides access to a variety of helpful legal document templates and examples drafted by third-party lawyers or LegalCover or any other professionals, for use by LegalCover's             |

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|  | subscribers.   |
| Document Review                            | The review of an Eligible Document under the Document Review Cover.  |
| Document Review Cover                      | The service entitles You to have two Eligible Documents reviewed by an Appointed Advisor during the Period of Subscription and otherwise in accordance with the terms of this Plan.  |
| Eligible Document                          | Eligible Document has the meaning given to that term as set out in the section of this Plan titled 'Document Centre'.  |
| Event Covered by Another Subscription Plan | An event which causes loss or damage or results in a prosecution and You are entitled to claim under any other insurance policy or subscription plan or decree of law or settlement plan for that loss or damage or for loss or damage You cause or for payment of any penalty arising in connection with the event and/or Legal Costs & Expenses of that prosecution. |
| Excess                                     | The amount You must pay for each Claim under the Plan, as We may direct, which amount is not covered by the Plan.  |
| Related Party                              | Related Party as per Income Tax Act or GST Act or Companies Act  |

## **B. Coverage**

The Company undertakes to pay compensation in the following events as per the prescribed scale for Legal Costs & Expenses subscription bought by the subscriber:

- event 1: Employment disputes
- event 2: Employment protection
- event 3: Criminal prosecution defense
- event 4: Property & goods
- event 5: Identity theft
- event 6: Statutory License appeals
- event 7: Compliance & regulation
- event 8: Tax investigations
- event 9: Contract disputes & many more

Provided always that:

1. Compensation shall be payable only as per Annexure A and the total liability of the service provider shall not exceed the prescribed benefit during any one period of

subscription.

2. No compensation shall be payable in respect of costs arising from any of the events arising from events listed in Section C below.

### **C. Events covered**

As per the Attached Annexure A

### **D. Exclusions - What is not covered under this Plan (applicable to the whole Plan)**

#### **Events excluded from this Plan**

You are not covered for any Legal Costs & Expenses in respect of any Claim arising from or relating to:

1. Legal Costs & Expenses that are specified as excluded from cover in each of the tables for a Covered Event;
2. a claim arising due to a related party transaction;
3. an Event Covered by Another Subscription Plan;
4. any deliberate, willful, reckless, or fraudulent acts or omissions;
5. a dishonest or malicious act or omission;
6. any false, fraudulent, or exaggerated Claim;
7. any actual or alleged act, omission, or dispute which took place before, or existed or any indication to come in the future:
  - a) at the start of this Plan; or
  - b) prior to You acquiring an interest in or control of any subsidiary or associated company or Business undertaking which is subject to Your management and/or control; and which You knew or ought reasonably to have known could lead to a Claim;
8. an allegation against You or an Employee involving:
  - a) molestation, sexual assault, assault, violence;
  - b) indecent or obscene materials;
  - c) dishonesty, malicious falsehood, or defamation;
  - d) the unlicensed manufacture of, sale, supply, dealing in, or misuse of alcohol;
  - e) the manufacture, sale, supply, dealing in, or use of illegal drugs;
  - f) illegal immigration or procuring aiding or abetting a person to remain in India in breach of their Indian Visa;
  - g) money laundering or bribery offenses, corruption, breaches of international sanctions, or any other financial crime activities;
9. defending a Claim in respect of damages for personal injury;
10. patents, copyright, passing-off, trade or service marks, registered designs, and confidential information;
11. a dispute with any Related Entities or Related Bodies Corporate;
12. a dispute between a company and its shareholders or between shareholders in a company;
13. a dispute between partners in a partnership;
14. a class action or representative action

- (including Legal Costs & Expenses payable pursuant to a court order in any class action or representative proceeding);
15. a dispute with Us, or the party who arranged this cover;
  16. motor vehicle, aircraft or watercraft ownership, hire, use, or related activities including without limitation the loading/unloading or transportation of goods and parking-related offenses;
  17. an Insolvency Event where You are the insolvent party;
  18. activities other than the normal activities of the Business as described in the Plan Schedule;
  19. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or radioactive, toxic explosive or other hazardous properties of any explosive; or an event which is required to be Covered under a nuclear energy liability plan, or any other group;
  20. radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  21. war, invasion, the act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power;
  22. pressure waves from aircraft or other aerial devices traveling at sonic or supersonic speed;
  23. any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding, preventing, or suppressing terrorist action. If We allege that by reason of this exclusion, any liability or loss is not covered by this Plan, You will bear the burden of proving the contrary;
  24. pollution, seepage, discharge, dispersal, release, or escape of any solid, liquid (other than water from a property that adjoins Your Business Premises), gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapors, soot, dust, fibers, fungi, mold, fumes, acids, alkalis, chemicals, and waste (including but not limited to the material to be recycled, reconditioned or reclaimed) or contamination of any kind;
  25. an order of any government, public or local Authority to carry out work;
  26. planning or environmental Laws;
  27. subsidence, land heave, land slip, mining, quarrying, or the movement of land;
  28. damage to property arising directly or indirectly out of or in any way connected with:
    - (i) asbestos, asbestos fibers, or derivatives of asbestos;
    - (ii) cost and expense for cleaning up or removal of any asbestos, asbestos fibers, or any derivatives of asbestos;
    - (iii) asbestos used or removed during or as part of construction, additions, alterations, and repairs to residential, commercial, and industrial properties;
  29. personal injury arising directly or indirectly out of or in any way connected with the inhalation of, or fears of the consequences of exposure to or inhalation of, asbestos, asbestos fibers, or derivatives of asbestos;
  30. any software, stored program, computer, device, or system failing (or partly failing) resulting in loss of,

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| alteration to, corruption of, or unauthorized disclosure of any data;  | 32. public or local Authority; or   |
| 31. confiscation, nationalization, compulsory purchase, requisition, destruction of or restrictions or controls placed on or damage to property by or under the order of any government or | 33. gambling or gambling activities; or   |
|  | 34. If the director has been convicted of a crime and sentenced to more than 6 months in prison by a court. |
|  | 34. Disclosed Circumstances.  |

### **Liabilities excluded from this Plan**

You are not covered for liabilities arising from or relating to:

- |  |   |
|--|---|
| 1. Legal Costs & Expenses incurred without Our consent;  | 9. You entering into any form of litigation funding;  |
| 2. compensation for loss or damage arising from injury or damage to goods, property, or persons;   | 10. You acting against or differently from the reasonable advice of the Appointed Advisor;  |
| 3. taxes, levies, duties, fines, penalties, damages, aggravated damages, exemplary damages interest;   | 11. Legal Costs & Expenses of the other party to any proceedings brought or defended by You where You abandon the pursuit or defense of the Claim or refuse or decline to retain the Appointed Advisor to pursue or defend the Claim; |
| 4. an input tax credit You are entitled to in respect of GST for the Legal Costs & Expenses, the GST payable in respect of the Legal Costs & Expenses; | 12. legal fees and disbursements paid or payable by a subscription company under a subscription other than this agreement shall not be drawn into contribution with such other plan;  |
| 5. the payment of any money claimed for goods, loans, or other property or any financial loss;   | 13. Legal Costs & Expenses incurred by You:<br>a) where You refuse or decline to retain the Appointed Advisor; and<br>b) after You terminate the engagement of the Appointed Advisor; and   |
| 6. economic loss of any type including consequential loss or other benefit obtained as a result of Your identity being stolen;                         | 14. Disclosed Circumstance  |
| 7. the cost of repair, reinstatement, or replacement of property;  |   |
| 8. product recall costs;   |   |

**Note: This plan only covers professional fees of professionals in servicing your covered events and do not cover any other cost.**

### **E. Subscription conditions**

Where the Subscription Company's risk is affected by Your failure to comply with these conditions, We can cancel this agreement, refuse a Claim, reduce the amount of the Claim or

withdraw from an ongoing Claim. The Subscription company also reserves the right to claim back Legal Costs & Expenses already paid by Us from You if this happens.

### **1. Your responsibilities**

You must:

- a) tell Us immediately of any change in circumstances concerning Your Claim that may make it more costly or difficult for the Appointed Advisor to resolve the Claim in Your favor;
- b) co-operate fully with Us and the Appointed Advisor in the investigation and management of Your Claim, give the Appointed Advisor any instructions We require, and keep the Appointed Advisor updated with the progress of the Claim and not hinder the Appointed Advisor;
- c) take reasonable steps to claim back Legal Costs & Expenses and, where recovered, pay them to the Us;
- d) keep Legal Costs & Expenses as low as possible including by using all reasonable efforts to settle any Claim.
- e) tell Us immediately if You have employed Employees, where You have declared to Us that You are a Sole Trader.

### **2. Our right to choose an Appointed Advisor**

- a) We shall choose and specify an Appointed Advisor, who shall be retained by You (or an Employee) for Your Claim.
- b) Where there is a Conflict of Interest between You (or an Employee) and Our interests identified by an Appointed Advisor, We will offer to appoint an alternative representative from Our panel of lawyers to act as the Appointed Advisor.
- c) If You dismiss the Appointed Advisor without good reason, or withdraw from the Claim without Our written consent, or if the Appointed Advisor refuses to continue acting for You, cover for the Claim will end at the time the Claim is withdrawn or the engagement of the Appointed Advisor is terminated as the case may be.

### **3. Access to information**

- a) You must agree to Us and/or Our agent having access to the Appointed Advisor's file relating to Your Claim for auditing, quality, plan coverage, and cost control purposes.
- b) You will authorize and direct the Appointed Advisor to:
  - i. provide Us, as soon as reasonably possible, with their opinion on the merits of the Claim, their strategies, and expected timeline to resolve the Claim, and their detailed estimate of Your Legal Costs & Expenses and the opponent's costs of the Claim; and
  - ii. keep Us fully updated during the Claim:
    - A. on the progress of the Claim, including any offers to settle;

- B. of any change in their views on the Reasonable Prospects of the Claim;
- C. of any change to their estimate of Your Legal Costs & Expenses;
- D. of estimated costs potentially recoverable from an opponent at the time of a settlement;
- E. of estimated costs potentially payable from an opponent at the time of a settlement; and
- F. at Our request provide Us with a Claim Value Determination at Our cost.

#### **4. Settlement**

- a) You must not negotiate, settle a Claim, or agree to pay Legal Costs & Expenses without Our prior written consent which shall not be unreasonably withheld.
- b) If You refuse to settle the Claim following advice to do so from the Appointed Advisor, LegalCover reserves the right to refuse to pay further Legal Costs & Expenses associated with this Claim.

#### **5. Lawyer's opinion**

If at any time We determine that Your Claim does not have, or no longer has Reasonable Prospects based on the opinion of the Appointed Advisor You may request Us to obtain, at Your cost, an opinion from a lawyer of at least 10 years relevant experience selected by You from Our legal panel and that lawyer shall be engaged to provide an opinion on the merits of Your Claim. If the lawyer determines the Claim has Reasonable Prospects We will reimburse You the legal costs for that opinion and agree to the appointment of that lawyer as Your new Appointed Advisor to conduct the Claim and incur reasonable Legal Costs & Expenses in the Claim.

#### **6. Other Subscription**

- a) The Subscription Company will not pay more than their fair share for any Claim covered by another plan, or any Claim that would have been covered by any other plan if this Plan did not exist.
- b) It is an inherent requirement for any Claim under this subscription that You have not arranged Subscription cover for legal liability insurance in respect of the Covered Events. If You have legal liability insurance for an covered Event, You are not entitled to make a Claim for Legal Costs & Expenses under this Plan in respect of the event and You will not be entitled to cover for Legal Costs & Expenses incurred in connection with a Claim arising out of the event or loss or damage caused by the event.
- c) You may be entitled to cover for Your Claim under a Subscription which has been arranged for You by other persons (other Subscription). In the event You are Covered under such other Subscription Your cover under this Plan shall be excess to that other Subscription over the applicable limit of indemnity of that other Subscription but subject always to the terms and conditions of this Plan.



## **7. Your obligations to be truthful and honest**

You must at all times be entirely truthful and open in any evidence, disclosure or statement You give to the Appointed Advisor and/or Us and shall act with complete honesty and integrity when making and pursuing or defending Your Claim.

## **8. Cancellation**

- a) This Plan may be cancelled by You giving written notice to Us at any time before raising any claim or seeking consultation under this plan.
- b) Upon cancellation by You a refund of subscription will be allowed, pro-rata for the unexpired portion of the Period of Subscription and less an administration fee equal to 25% of the total subscription and less any taxes and duties We cannot recover. There will be no pro-rata refund if there has been any notification of a circumstance or Claim.
- c) It is a condition of this contract of Subscription that You pay the Subscription fee and We may take steps to cancel the contract of Subscription for non-payment of the Subscription fee.

## **9. Change in circumstances**

You must give written notice as soon as possible to Us of any change in any of the facts or circumstances existing at the commencement of this Plan that materially changes the nature or extent of the risk Covered by this Plan.

## **10. Legislation and choice of law**

The construction, interpretation and meaning of the provisions of this Plan shall be determined in accordance with the Laws of India and any disputes relating thereto shall be submitted to the exclusive jurisdiction of the courts of such state or territory in which the plan is issued. If no place of issue is shown in the Plan Schedule it is agreed that the place of issue is India.

## **11. Preventing Our right of recovery**

If You have agreed not to seek compensation from another person who is liable to compensate You for any loss, damage or liability arising from a covered Event, We will not cover You under this Plan for Legal Costs & Expenses of seeking to recover compensation for that loss or damage.

## **12. Headings, singular form**

The titles of paragraphs, clauses, provisions or endorsements of or to this Plan are intended solely for convenience and reference and are not deemed in any way to limit or expand the provisions to which they relate and are not part of this Plan. Whenever

the singular form of a word is used herein, the same shall include the plural when required by context.

### **13. Entire agreement**

By acceptance of this Plan, You agree that this Plan embodies all agreements between You and Us relating to this Plan. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this Plan or stop Us from asserting any right under the terms of this plan; nor shall the terms of this Plan be waived or changed, except by endorsement issued to form a part of this Plan.

### **14. Transferring Your rights**

You cannot transfer Your rights under this Plan.

### **15. Waiver**

If We waive any right or breach of any term of this Plan, this will not waive any other right or later breach.

### **16. Other parties and interest**

We will not cover any person or entity that is not specified in the Plan Schedule and agreement.

### **17. Waiver, surrender of rights, contribution or indemnity**

The subscription company will not compensate You for any loss or damage that is covered by this Plan where;

- a) another person or party would be liable to compensate You, or hold You harmless, for part of or all of that loss or damage; and
- b) You have agreed with that person or party, either before or after the inception of this Plan, that You will not seek recovery from them.

### **18. Subrogation**

If the Subscription company makes a payment under this Plan to You or on Your behalf then, subject to the *Indian legislation and guideline* as amended from time to time, the subscription company will be subrogated to all of Your rights of recovery against all persons and You must, at the Subscription company's request and expense, take all reasonable steps and provide all assistance reasonably necessary to assist the Subscription company in the exercise of its rights.

## 19. Representation

By entering into this contract of subscription You agree to instruct each Appointed Advisor to disclose to Us any information they receive in respect of Your Claim whenever and from wherever source it is obtained and You agree to release that information to Us on the basis that We claim common interest privilege in respect of all documents disclosed.

## F. Claims procedure

### Telling Us about Your Claim:

1. If You need to make a Claim, You must notify the Claims Administrator during the Period of Subscription as soon as practicable upon becoming aware of any Claim. You are required to immediately notify the Claims Administrator of any potential Claim or circumstances which may give rise to a Claim. In order to raise a claim, you are required to pay excess amounting to INR 250 (Indian Rupees Two Hundred and Fifty Only) for each legal claim filed under this Policy. The Excess is payable upon the initiation of a claim and must be paid before any legal expenses are disbursed. If You are in doubt whether a matter constitutes a notifiable Claim or circumstance, You should contact Us as well.
2. Under no circumstances should You instruct Your own lawyer or accountant as We will not pay any costs incurred without Our agreement.
3. You can lodge a Claim or request a Claim form over the phone by calling Us between 9am – 5pm on weekdays (except public holidays) in the state of the Claims Administrator.
4. Alternatively, You can file a Claim form at [www.legalcover.in](http://www.legalcover.in) and submit a completed Claim form and supporting documentation to the Claims Administrator by emailing

[claims@legalcover.in](mailto:claims@legalcover.in) Further details are set out in the Claim form itself.

### What happens next?

1. The Claims Administrator will send You a written acknowledgement following Your Claim notification confirming Your Claim number and requesting any further information (if applicable).
2. We will only meet Your Legal Costs & Expenses of the Claim which has been agreed in advance by Us as to both amount and purpose. If You disagree with Our decision, You can refer the matter for review under the Dispute Resolution Process.
3. Upon receiving all the information needed to assess the availability of cover under this Plan, We will undertake this assessment and will write to You either:
  - a) confirming cover under the terms of this Plan and confirming the appointment of a qualified representative, being an Appointed Advisor who will promptly progress the Claim on Your behalf; or
  - b) if the Claim is not covered, explaining why and advise whether We can assist in another way.
4. Once Your Claim has been accepted by Us in accordance with the terms of this Plan, We will choose and specify an Appointed Advisor from one of Our panel of legal advisors or accountants who

shall be retained by You to handle Your matter.

5. When an Appointed Advisor is appointed by Us they will try to resolve Your dispute without delay, arranging mediation whenever appropriate.
6. We will check on the progress of Your Claim with the Appointed Advisor from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is set by the courts.
7. You are responsible for all Legal Costs & Expenses including adverse costs if You withdraw from the legal proceedings without Our written agreement. Any Legal Costs & Expenses already paid under this Plan will need to be reimbursed by You.

## **G. Document Review Cover procedure**

### **Using the Document Review Cover:**

1. To use the Document Review Cover, You will need to download an Eligible Document from the Document Centre and insert the required information in the document so that it is completed in full.
2. You can lodge a request to commence a Document Review by emailing [support@legalcover.in](mailto:support@legalcover.in) and by including the name of the document and Your plan number in the header of the email.
3. If You have not completed the document in full, the Appointed Advisor will return the document to You requesting that all details be completed by You prior to the Appointed Advisor undertaking any Document Review.
4. If You have used the wrong document for the specific subject and there is an Eligible Document available, the Appointed Advisor will return the document to You requesting that the correct document is completed in full by You prior to the Appointed Advisor undertaking any Document Review.
5. If the Appointed Advisor determines that You have used the wrong document for the specific subject and there is not an Eligible Document available, the Appointed Advisor will return the document and will inform You that the Document Review is not available for that document.

### **What happens next?**

1. The Appointed Advisor will, shortly after receiving a completed Eligible Document:
  - a. arrange a short consultation with You (either via telephone or email); and
  - b. will review the document in light of the consultation and provide You with an updated Eligible Document.
2. As part of the Document Review, the Appointed Advisor will, based on their consultation with You:
  - a. review the Eligible Document for You;
  - b. amend the Eligible Document so that it complies with applicable Laws (if required);
  - c. assess and advise You of any legal implications of the changes You have made to the Eligible Document and check that Your insertions are correct;
  - d. check the use of defined terms; and
  - e. correct any typo, graphical errors, grammar or formatting.

### **Your duty of disclosure**

serious data  
Before You enter into an subscription breaches in accordance with their contract, You have a duty to tell Us everything respective obligations at law. that You know, or could reasonably be expected to know, which may affect Our For a full list of privacy rights and when We decision to cover You and on what terms. may refuse to provide You access to Your personal information, please refer to Our full You have this duty until We agree to cover privacy plan. You.

You have the same duty before You renew, extend, vary or reinstate an Subscription contract.

You do not need to tell Us anything that:

- 1) reduces the risk We cover You for; or
- 2) is common knowledge; or
- 3) We know or should know as an subscription company; or
- 4) We waive Your duty to tell Us about.

### **If You do not tell Us something**

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a Claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a Claim and treat the contract as if it never existed.

### **Your rights**

Any person covered by this Plan has a number of rights in relation to how We hold personal information including; the right to a copy of the personal information We hold; the right to object to the use of personal information; and/or, the withdrawal of previously given consent.

LegalCover has established a Data Breach Notification Scheme, to ensure that affected individuals are notified about

### **Privacy statement**

We shall not keep personal information for

For the purpose of this section We, Our or Us any longer than necessary.

means both LegalCover. This is a summary of how We collect, use, share and store personal information. To view Our full privacy statement, please see

Our respective websites at [www.legalcover.in](http://www.legalcover.in).

### Collecting personal information

We may be required to collect certain personal or sensitive information which may include name, address, date of birth and, if appropriate, medical information. We will hold and process this information in accordance with the Privacy Act. Should We ask for personal or sensitive information, it shall only be used in accordance with Our privacy statement.

We may also collect information for other parties such as suppliers We appoint to process the handling of a Claim.

### Using personal or sensitive information

The reason We collect personal or sensitive information is to fulfil Our contractual and regulatory obligations in providing this Subscription product, for example to process subscription, to administer this Plan, resolve complaints, process renewals, for internal business purposes or handle a Claim. To fulfil these obligations, We may need to share personal or sensitive information with other organisations, including overseas in countries such as the UK and Germany, as set out in Our Privacy Plan.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to Our full Privacy Plan for full details.

### Keeping personal information

## Dispute resolution

### Our commitment to You

We treat complaints very seriously and believe You have the right to a fair, swift and courteous service at all times. If You are dissatisfied with the service You have received and wish to make a complaint, please contact Us and We will endeavour to resolve the issue as quickly as possible.

This Plan provides You with an overview of the process You can expect LegalCover to undertake in order to resolve any complaint that You may have.

Step 1: The first time You raise Your concerns or complaint

If You have any concerns or complaints about how Your Claim has been handled, You should in the first instance contact Us via the following.

You can contact Us directly:  
Phone: +91-9667708355  
Address: R01, 3<sup>rd</sup> Floor Crown Plaza  
Sector 35 Faridabad  
Email: [complaints@legalcover.in](mailto:complaints@legalcover.in)

We aim to resolve the complaint at the time of initial contact. If this is not possible, We will commit to responding to Your complaint within seven (7) business days of first being notified of the complaint.

To enable Us to consider Your complaint fully and quickly, You will need to provide the following information:

- an explanation of the situation that led to the complaint;
- any new information not currently in

Our possession that may have a bearing on Our understanding of the complaint; and  
a statement of any action that You would like Us to take to resolve the complaint

We requests that You state the dispute inwriting to:  
Team: Internal Dispute Resolution committee  
Email: [Internalcontrol@legalcover.in](mailto:Internalcontrol@legalcover.in)

Upon final consideration of Your complaint We will inform You of the proposed resolution and the timeframe We will take to implement such a resolution.



## Step 2: Internal dispute resolution

If You are not satisfied with Our response to Your complaint, We will escalate it as a dispute and the LegalCover's Internal Dispute Resolution committee will review the matter. The committee will be independent of the person who initially considered Your complaint.

The Internal Dispute Resolution committee will respond to Your queries or complaints within thirteen (13) business days.

The response will outline any reason for the decision and will inform You of any action we intends to take in resolution of the dispute.

### **Cooling-off period**

If You are not satisfied with the cover provided by this Plan, you may cancel it within fourteen (14) days of receiving it and obtain a full refund less any non-refundable government charges and taxes that We have paid. You may notify Us by post or electronically. If You make a claim for any incident within the 14-day period, you must pay Your subscription in full.

### **Business legal information helpline**

If You have a legal problem relating to Your Business, You can call the confidential legal information helpline on +91-9667708355 for general information about Indian legal business matters. Your call will be referred to a legal service provider who will be responsible for the information provided to You. There will be no cost to You for an initial 15-minute consultation. The legal information helpline is available between 9am and 5pm on weekdays (except public holidays).

The helpline is subject to fair and reasonable use and does not constitute reporting of a Claim. Information will be provided verbally and will not be put in writing. This helpline cannot provide advice in respect of a dispute You have with LegalCover.

### **Document Centre**

As a client of LegalCover You will have access to many helpful legal documents via LegalCover's Document Centre to assist Your Business with its legal needs.

All legal documents have been drafted by experienced lawyers and can be easily customized. These documents contain general information or are in the form of examples and templates drafted by lawyers and You should get Your legal adviser to review and customize them to meet Your specific circumstances before You make use of them. The use or completion of these documents is solely at Your risk.

To the extent permitted by law, neither LegalCover makes any representation or warranties in respect of the accuracy, quality, standard, or legal effect of any of its documents in the Document Centre or their suitability for Your use. The documents in the Document Centre do not and are not intended to constitute legal, financial, taxation or any form of business or professional advice. No lawyer-client, advisory or fiduciary relationship is formed between You and LegalCover, or any persons involved in the preparation of any of these documents by virtue of the provision of these documents to You.

In addition to access to the Document Centre generally, You will also have access to the Document Review Cover. The Document Review Cover entitles You to have two (2) Eligible Documents reviewed by an Appointed Advisor during the Period of Subscription and otherwise in accordance with the terms of this Plan (each of those reviews comprises a Document Review).

An Eligible Document is a document that:

- has been downloaded from LegalCover's Document Centre;
- is suitable for the specific subject matter requested by You;
- is a document listed in any of the

Employment, Business Operations or Business Structure categories of LegalCover's Document Centre at the time the Document Review is engaged by You; and

- You have inserted the required information in the document so that it is completed in full.

Please check LegalCover's Document Centre for a list of Eligible Documents at <https://www.legalcover.in/document-centre>.

Please refer to the section of this Plan titled 'Document Review Cover procedure' for details on the process You need to follow to start a Document Review.

## H. Your Subscription cover

This Plan is evidence of the contract between You and the LegalCover. This Plan and Plan 7) Schedule shall be read together as one document.

Terms that are capitalised have special meanings. For more information please read 8) the section '*Meaning of words & terms*' contained at the back of this document.

To the extent permitted by law, the subscription company will pay Legal Costs & Expenses in respect of an covered Event up to the Limit of Annexure A for all Claims related by time or originated cause, subject to all of the following requirements being met:

- 1) You have paid the subscription specified in the Plan Schedule.
- 2) You comply with the terms, provisions and conditions of this Plan and co-operate fully with Us.
- 3) The Covered Event arises in connection with Your Business and occurs within the territorial limit of India.
- 4) The Claim:
  - a) has Reasonable Prospects at all Materials Times; and
  - b) is reported to Us:
    - i. during the Period of subscription; and
    - ii. as soon as You first become aware of circumstances which could give rise to a Claim.
- 5) Unless there is a Conflict of Interest, You always agree to use the Appointed Advisor chosen by Us.
- 6) Any Claim will be dealt with through negotiation, mediation or by a court, tribunal, arbitration, alternative dispute resolution or an investigation, audit or hearing by a relevant regulatory or professional body within India or the

provision of legal advice.

The most the Subscription company will pay for all Claims notified to Us during any one Period of Subscription is shown as the maximum Limit of Indemnity in the Plan Schedule.

You understand that the Plan Excess is payable by You and must be paid after Legal Costs & Expenses have been Incurred which exceed the Excess.



**Excess** which exceeds the Excess. Such Excess will be borne by You and shall remain uncovered. The Plan shall apply only to that part of the Excess applies to each Claim covered by this amount, up to the available Limit of Plan. Indemnity, required to dispose of a Claim,

## Annexure A

### I. Covered Events covered

The following are the Covered Events in respect of which Legal Costs & Expenses are covered by this Plan as set out in the Plan Schedule. The covered Events themselves do not trigger the subscription company's liability under this Plan, the Subscription Company's liability is for Legal Costs & Expenses for Claims in respect of Covered Events.

To the extent permitted by law, the Subscription Company will indemnify You in respect of any Legal Costs & Expenses arising from any of the Covered Events, subject to the terms and conditions of this Plan, up to but not exceeding the Limit of Indemnity and provided the Excess has been paid to Us.

Overall Indemnity limit is Rs.50,000.

\*Limitation of Indemnity will be at discretion of Subscription company based on their understanding of the claim requirement

| Covered Event              | What is covered   | What is not covered   | Limitation of Indemnity*   |
|----------------------------|---|---|--|
| GST Dispute                | <ul style="list-style-type: none"> <li>Legal costs for disputes or inquiries related to GST compliance</li> <li>Representation in GST audits</li> <li>Disputes over GST rates or classifications</li> </ul> | <ul style="list-style-type: none"> <li>Regular GST compliance activities</li> <li>Unpaid GST</li> <li>Fines or penalties</li> <li>Non-compliance known at plan inception</li> <li>Court or filing fees</li> </ul>   | Maximum 2 cases in an active policy period, subject to the maximum indemnity limit of INR 50,000 |
| Income Tax Dispute         | <ul style="list-style-type: none"> <li>Legal costs for disputes or inquiries related to income tax compliance</li> <li>Disputes over deductions, income declarations, or tax evasion</li> </ul>             | <ul style="list-style-type: none"> <li>Regular costs for preparing and filing income taxes</li> <li>International tax issues including but not limited to transfer pricing, permanent establishment etc.</li> <li>Any additional tax due</li> <li>Fines or penalties</li> <li>Non-compliance known at plan inception</li> <li>Court or filing fees</li> </ul> |  |
| Legal Information Helpline | <ul style="list-style-type: none"> <li>Costs for legal helpline use during an unexpected legal situation</li> </ul>   | <ul style="list-style-type: none"> <li>Routine inquiries</li> <li>Legal advice not associated with an unexpected legal situation</li> </ul>   | Full Coverage  |

|                                  |  |   |  |
|----------------------------------|--|---|--|
| Legal Advice and Consulting      | <ul style="list-style-type: none"> <li>• Costs for legal advice and consultation for unexpected legal issues</li> </ul>  | <ul style="list-style-type: none"> <li>• Routine legal advice and consultation</li> <li>• Issues known at the time of plan inception</li> <li>• Court or filing fees</li> </ul>   | 30 minutes per month   |
| Digital Kit for Legal Protection | <ul style="list-style-type: none"> <li>• Legal costs related to the use of a digital kit for legal protection</li> <li>• Use of digital tools and resources for dealing with legal issues</li> </ul> | <ul style="list-style-type: none"> <li>• Costs related to routine use of digital legal tools</li> <li>• Issues known at plan inception</li> <li>• Court or filing fees</li> </ul>   | Full Coverage  |
| Legal Notice                     | <p>Legal costs for issuing legal notice or responding to legal notices received to you in cases including but not limited to nonpayment of invoices, issue in services, dishonor of cheques etc.</p> | <ul style="list-style-type: none"> <li>• Costs related to routine financial management</li> <li>• Disputes existing before subscription start.</li> <li>• Criminal charges or investigations.</li> <li>• Intellectual property rights infringement.</li> <li>• Extensive litigation beyond basic legal notices.</li> <li>• International law disputes or actions outside local jurisdiction.</li> <li>• Participation in class action or major civil lawsuits.</li> <li>• Legal conflicts with government or regulatory bodies.</li> <li>• Environmental law violations.</li> <li>• Family law issues like divorce and custody (unless specified).</li> <li>• Bankruptcy or insolvency proceedings.</li> <li>• Professional malpractice or negligence claims.</li> <li>• Defamation, libel, or slander cases.</li> <li>• Allegations of tax fraud or evasion.</li> <li>• Personal injury claims where the subscriber is at fault.</li> <li>• Discrimination or harassment allegations.</li> <li>• Fines, penalties, court or filing fees</li> </ul> | 4 legal notices/ response to legal notices, subject to maximum 4 in a policy period of one year and max 2 notices in every 6 months of policy period |