Professional Indemnity (Consultants) Insurance

PROSPECTUS

SCOPE OF COVER

The policy provides cover for Damages and Claim Expenses, Insured shall become legally obligated to pay because of any Claim first made against any Insured and reported to the Underwriters during the Policy Period or Extended Reporting Period), arising out of any negligent act, error or omission of the Insured in rendering or failing to render Professional Services by the Insured.

"Damages" means a monetary judgment, award or settlement.

"Claims Expenses" means:

1. reasonable and necessary fees charged by an attorney approved by the Underwriters; and
2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, suit or proceeding arising in connection therewith, incurred by the Insured with the written consent of the Underwriters;
3. Claims Expenses does not include any salary, overhead or other charges by the Insured for any time spent in cooperating in the defense and investigation of any Claim or circumstance that might lead to a Claim notified under this Policy.

Extensions:

- **INTELLECTUAL PROPERTY RIGHTS ENDORSEMENT:** This extension provides cover to indemnify the Insured, Damages and Claim Expenses which the Insured shall become legally obligated to pay as a result of any Claim arising out of any unintentional breach or infringement of any intellectual property right including copyrights in course of providing Professional Services.
- **Court Attendance Costs:** This extension provides cover for per day for court attendance costs incurred by the Insured, if the Insured is legally compelled to attend a civil proceeding as a witness in a claim covered by this policy.
- **BREACH OF CONFIDENTIALITY EXTENSION:** This extension provides cover to indemnify the Insured, Damages and Claim Expenses which the Insured shall become legally obligated to pay as a result of any Claim arising from any unintentional breach of confidentiality in course of providing Professional Services.
- **DEFAMATION COVER:** This extension provides cover to indemnify the Named Insured Damages and Claim Expenses which the Insured shall become legally obligated to pay as a result of any Claim arising from any unintentional defamation in course of providing Professional Services.
- **EMPLOYEE DISHONESTY COVERAGE ENDORSEMENT:** This extension provide cover to I indemnify the Insured for any, Damages and Claims Expenses which the Insured shall become legally obligated to pay as a result of any Claim arising out of any dishonest or fraudulent, conduct of any employee, former employees, interns, volunteers, project students solely under contract with, and under the direction and direct supervision of the Insured Organization but only when providing Professional Services on or after the Retroactive Date and before the end of the Policy Period.

- **LOSS OF DOCUMENTS INCLUDING COMPUTER RECORDS:** This extension provides cover for Documents which the Insured is legally responsible have been destroyed or damaged or lost or mislaid by the Insured and after diligent search cannot be found, then the Insurer will pay the costs and expenses reasonably incurred, with the prior written consent of the Underwriters, by the Insured in replacing or restoring such Documents.
- **Vicarious Liability:** This extension provides cover to indemnify the Insured against civil liability the Insured incurs in respect of a Claim arising from Professional Services performed by a Consultant or Subcontractor of the Insured.
  Company will not be liable under this extension for the Agent, Consultant or Subcontractor's own liability, nor will Company be prevented from seeking recovery from Consultant or Subcontractor.
- **Mitigation Cost Cover:** This extension provides cover to indemnify the Insured against costs and expenses necessarily incurred with the prior written consent of the Company in respect of any action taken to mitigate a loss or potential loss that otherwise would be the subject of a Claim under this Policy

Major Exclusions:

- Intentional, dishonest, fraudulent or criminal act committed by the Insured;
- Arising out of Bodily Injury or Property Damage
- Arising out of or resulting from the insolvency or bankruptcy of any Insured or of any other entity including but not limited to the failure, inability, or unwillingness to pay Claims, losses, or benefits due to the insolvency, liquidation or bankruptcy of any such individual or entity;
- Arising out of or resulting from any act, error or omission committed prior to the inception date of this Policy:
- For or arising out of any liability or obligation under any contract or agreement, either oral or written, except and only to the extent the Insured would have been liable in the absence of such contract or agreement;
- For or arising out of actual or alleged
  1. infringement of patent or patent rights or misuse of patent or;
  2. infringement of copyright or misappropriation of trade secret.
- For or arising out of libel, slander, or any other form of defamation, disparagement or harm to the reputation or character of any person or organization, or for or arising out of invasion of or interference with a person's right to privacy;
- For or arising out of any breach of warranty, guarantee, or service level agreement, or for or arising out of any delay of delivery, failure to deliver, or non-acceptance of products or services;
- For or arising out of any delay in delivery or performance, or failure to deliver or perform at or within an agreed upon period of time.
- For or arising out of the actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products or services; or as a result of your cost guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded
- Based upon, arising out of, attributable to or in any manner involving any consequence of War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), assuming the proportions of or amounting to an uprising, military or usurped power.
- Absolute Cyber Exclusion

*For complete list of exclusions please refer policy document

Limit of Liability
The limit of Indemnity is the aggregate limit is the most an insurer will pay during the policy period.

There is a provision of increasing the aggregate limit on payment of additional premium, the aggregate limit can be increased by way of an endorsement. This can be out of increase in the business of the insured or new contractual requirement of the Insured**.**

Benefits of buying this policy

- This policy will help in protecting business from Damages and Claim Expenses, Insured shall become legally obligated to pay, while performing Professional Services as below by insured

Claims

The Insured must submit claims notifications in writing to:

ICICI Lombard General Insurance Company Limited
ICICI Lombard House, 414,
Veer Savarkar Marg, Prabhadevi Mumbai 400 025

Such notice shall be effective on the date of receipt by the Company at such address.

Cancellation

The Insured can cancel the policy at any time during the term, by informing the company.

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the policyholder.

The Company shall –
i) refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.
ii) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

Grievance Redressal

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDAI Grievance Call Centre (IGCC) at their toll free no. 1800 4254 732 / 155255.
You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: www.irdai.gov.in, or on the Company's website at www.icicilombard.com

STATUTORY WARNING PROHIBITION OF REBATES
(Under Section 41 of Insurance Act, 1938)

(Amendment Act 2015)

1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to [take out or renew or continue] an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing [or continuing] a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

   [Provided that acceptance by an insurance agent of commission in connection with a policy of any class of insurance business taken out by himself in relation to risks associated with his own life, health or property shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.]

2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.