PROFESSIONAL INDEMNITY POLICY for Consulting Engineers, Architects & Interior Decorators Insurance Policy

PROSPECTUS

SCOPE OF COVER

The policy provides cover to indemnify the Insured against their legal liability to pay compensation including defense costs, fees and expenses anywhere in India in accordance with Indian law during the Period of Insurance or any Extended Discovery Period (if any) subject to the terms, conditions and exclusions

The insurance cover applies only to claims arising out of losses and/or damages due to any breach of Professional duty by reason of any negligent act, error or omission, whenever and wherever committed or alleged to have been committed during the period of insurance (hereinafter referred as the ”Act”), by

(i) the Insured

(ii) the persons in respect of whom insurance coverage is expressly provided in Part I of the Schedule

(iii) any person at any time employed by the Insured or by such persons in their professional capacity and in respect of whom insurance coverage is expressly provided in Part I of the Schedule.

provided that such act during the Period of Insurance results in a claim being first made in writing against the Insured during the policy period as stated in the Schedule

The Company will pay all costs, fees and expenses (“Defense Costs”) incurred with their prior consent in the investigation, defense or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are covered under the Policy.

Extensions:

- **Employee Dishonesty Cover:** This extension provides cover for any Claim arising out of any dishonest, fraudulent, criminal or malicious act or omission of any employee of the Insured but only when providing Professional Services
- **Court Attendance Fee Extension:** 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.
- **Principal Indemnity Cover:** The Company will indemnify the Principal against civil liability which it is legally liable to pay in respect of a Claim made against the Principal by any person or entity (other than an Insured) which results directly from an act, error or omission of the Insured in the performance of Professional Services..

- **Breach of confidentiality:** This extension provides cover to indemnify the Insured against civil liability the Insured incurs in respect of a Claim arising from the performance of Professional Services alleging breach of confidentiality by the Insured
- **Defamation:** This extension provides cover to indemnify the Insured against civil liability the Insured incurs in respect of a Claim arising from the performance of Professional Services alleging any libel, slander, defamation or injurious falsehood by the Insured**.**
- **Intellectual Property Rights:** This extension provides cover to indemnify the Insured against civil liability the Insured incurs in respect of a Claim arising from the performance of Professional Services alleging infringement of Intellectual Property Rights by the Insured.
- **Loss of Documents:** This extension provides cover for the costs the Insured incurs with the prior written consent of Company, for replacing or restoring any Documents for which the Insured is legally liable and which are destroyed, damaged or after diligent search cannot be found. Such destruction, damage or loss must result solely from the performance of Professional Services by the Insured and be discovered for the first time during the Policy Period and reported to Company during the Policy Period.
- **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 an Agent, 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 any Agent, Consultant or Subcontractor.
- **Professional Inquiries:** This Company will pay on behalf of the Insured the reasonable and necessary costs and expenses incurred by the Insured in preparing for and attending a Professional Inquiry
- **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:

- any personal injury suits such as libel, slander, false arrest, wrongful conviction, wrongful detention, defamation, etc. and mental injury, anguish or shock resulting therefrom.
- infringement of plans, copy-right, patent, trade name, trade mark, registered design and other intellectual property by whatever name called.
- any dishonest, fraudulent, criminal or malicious act or omission
- any liability assumed by the Insured by agreement or contract and which would not otherwise have attached in the absence of such agreement or contract.
- bodily injury, sickness, disease, death or damage to property or financial loss and/or consequential loss unless arising out of wrongful, faulty or inaccurate design or advice.
- deliberate, willful or intentional non-compliance with any statutory provision
- The deliberate non-compliance with technical standards commonly observed in professional practice, laid down by law, or regulated by official bodies.
- fines, penalties, punitive or exemplary damages or any other damages resulting from the compounding of compensatory damages.
- any occurrence through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

- Loss due to non-delivery of professional services or loss due to delay in the provision of professional services.
- exceeding initial estimates and costs of a construction project from not adhering to deadlines in completing such construction or part thereof and from inaccurate accounts or mismanagement of accounts.
- inadequate quantity/quality of construction or mismanagement of the building materials.
- liability arising out of pollution and/or contamination or other environmental law violation of whatsoever nature.
- Any neglect, error or omission by the insured in effecting or maintaining insurance or in providing finance or advice on financial matters or failure to account money
- Any financial loss not connected to any property damage or bodily injury (pure financial loss)
- losses directly or indirectly caused by or contributed by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 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 claims arising out to indemnify the Insured against their legal liability to pay compensation including defense costs, fees and expenses anywhere in India in accordance with Indian law

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.