

Miscellaneous Professional Liability Policy - Prospectus

INTRODUCTION

Miscellaneous Professional Liability results from errors or omissions in the performance of professional services. Companies that perform professional services for others can make mistakes— overlook a critical piece of information, misstate a fact, be misunderstood, forget an essential step, etc.—and be subject to allegations such as:

- Errors or omissions in providing a service
- Failure to provide a service in a timely fashion or at all
- Misrepresenting the service to be performed

Though every insurance company does offer Miscellaneous Professional Liability Insurance the coverage may differ from company to company.

WHAT IS COVERED

The Company shall pay on behalf of the Insured Loss arising solely out of Professional Services resulting from any Claim first made against such Insured during the Policy Period or, if exercised, during the Extended Reporting Period, but only if such Claim is reported to the Company in writing and in the manner and within the time provided in section 5-Reporting and Notice, of this policy.

WHAT IS NOT COVERED

1. The Company shall not be liable for Loss on account of any Claim:
 - (a) based upon, arising from, or in consequence of any circumstance if notice of such circumstance has been given under any policy of which this policy is a renewal or replacement or which it may succeed in time;
 - (b) based upon, arising from, or in consequence of any demand, suit or other proceeding pending against, or order, decree or judgment entered for or against any Insured on or prior to the Pending or Prior Date set forth in Item 8 of the Schedule or the same or substantially the same fact or circumstance underlying or alleged therein;
 - (c) based upon, arising from, or in consequence of any express or implied, written or verbal, guarantee or warranty made in connection with Professional Services;
 - (d) for bodily injury, sickness, disease or death of any person, or damage to or destruction of any tangible property, including loss of use thereof, whether or not it is damaged or destroyed;
 - (e) for any liability of others assumed by the Insured under any contract, including without limitation any contract formed electronically, except to the extent that such liability would have attached to the Insured even in the absence of such contract;
 - (f) based upon, arising from, or in consequence of defamation, invasion of privacy, assertion or infringement of copyright, patent, service mark, trade name, design right or trade mark, whether registrable or not, or misappropriation of ideas or trade secrets or know how or any assertion or infringement of any intellectual property right;
 - (g) based upon, arising from, or in consequence of the actual or alleged violation of any law anywhere in the world pertaining to discrimination of Employees;
 - (h) based upon, arising from, or in consequence of Pollution;
 - (i) based upon, arising from, or in consequence of an Antitrust Claim;
 - (j) based upon, arising from, or in consequence of a Financial Impairment;
 - (k) for an actual or alleged violation of the responsibilities, obligations or duties imposed by the USA Employee Retirement Income Security Act of 1974, the Indian Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Indian Employees State Insurance Act, 1948, the Indian Payment of Bonus Act, 1965, the Indian Payment of Gratuity Act, 1972, the Indian Maternity Benefits Act, 1961, the Indian Factories Act, 1961, all as amended, or similar provisions of any law anywhere

in the world as respects any pension, profit sharing, health and welfare or other employee benefit plan or trust established or maintained for the purpose of providing benefits to employees of the Insured Organisation;

- (l) brought or maintained by or on behalf of any Insured;
- (m) based upon, arising from or in consequence of the performance or failure to perform Professional Services for: a. any Insured; b. any entity which is under common ownership or control with any Insured Organisation; c. any natural person or entity who or which, directly or indirectly, owns or controls any entity included within the definition of Insured; or d. any entity of which any Insured is a director, officer or partner;
- (n) based upon, arising from or in consequence of an actual or alleged violation of the USA Securities Act of 1933, the USA Securities Exchange Act of 1934, any rules or regulations of the USA Securities and Exchange Commission promulgated thereunder, any other statute relating to securities, or any rules or regulations promulgated thereunder, in the United States of America, India or anywhere else in the world; all as amended;
- (o) based upon, arising from or in consequence of any deliberate conflict of interest, dishonest, deliberately fraudulent or deliberately criminal act or omission or any willful violation or breach of any law or regulation by such Insured, if any judgment, determination or other final adjudication establishes such a deliberate conflict of interest, dishonest, deliberately fraudulent or deliberately criminal act or omission or willful violation or breach; or
- (p) based upon arising from or in consequence of any Insured having gained in fact any profit, remuneration or advantage to which such Insured was not legally entitled.
- (q) based upon, arising from, or in consequence of any Claim, Loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss; war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition or destruction of, or damage to, property by or under the order of any government or public or local authority.

CANCELLATION

The Insured can cancel the policy at any time during the policy 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 Insured.

The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

CLAIM PROCEDURE

The Company's maximum liability for Loss on account of each Claim shall be the Limit of Liability for each Loss set forth in Item 3(a) of the Schedule. The Company's maximum liability for Loss on account of all Claims first made during the Policy Period shall be the Limit of Liability for each Policy Period set forth in Item 3(b) of the Schedule.

Defence Costs are part of, and not in addition to, the Limits of Liability set forth in Item 3 of the Schedule, and the payment by the Company of Defence Costs shall reduce and may exhaust such applicable Limits of Liability.

The Company's liability under this policy shall apply only to that part of covered Loss on account of each Claim which is excess of the Deductible Amount set forth in Item 4 of the Schedule. Such Deductible Amount shall be depleted only by Loss otherwise covered under this policy and shall be borne by the Insureds uninsured and at their own risk.

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All Related Claims shall be treated as a single Claim first made on the date the earliest of such Related Claims was first made, or on the date the earliest of such Related Claims is treated as having been made in accordance with section 5, Reporting and Notice, regardless of whether such date is before or during the Policy Period.

The limit of liability available during the Extended Reporting Period, if exercised, shall be part of and not in addition to the Company's maximum limit of liability for all Loss on account of a Claim first made during the immediately preceding Policy Period.

CLAIM DOCUMENTS

In order to make a Claim or to provide notice of circumstances the Insured shall, as condition precedent to exercising any right under this policy, provide written notice of a Claim or circumstances to the Company. This written notice shall include:

1. a description of the Claim or circumstances;
2. the nature of the alleged Wrongful Acts;
3. the nature of the alleged or potential damage;
4. the names of actual or potential claimants;
5. the names of all actual or potential defendants; and
6. the manner in which such Insured first became aware of the Claim or circumstances.

In addition to and in support of the written notice of Claim or circumstances, the Insured shall, provide to the Company any and all documents relevant to such Claim or circumstances, including but not limited to internal or external records of any kind, correspondence, legal documents or other documents as the Company may deem necessary for the handling of the Claim. The Insured shall further extend to the Company such co-operation as the Company may reasonably require in the handling of the Claim. Such complete written notice and supporting documentation shall form the basis of the Company's assessment of the Claim.

THIS PROSPECTUS

This prospectus gives information only. This is not an insurance contract. Each insurance cover is subject to terms and conditions, which You can read in the Miscellaneous Professional Liability Policy document. You must read the policy document to know the insurance cover fully. You can get a copy of the Miscellaneous Professional Liability Policy from Our branch or from Our website: www.hdfcergo.com. For any legal interpretation, policy document will hold.

GRIEVANCES

If You have any grievance about any matter relating to the policy, or Our decision on any matter, or Our decision about Your claim, You can pursue Your grievance with Company's Grievance Redressal Officer.

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Contact us - 022 6158 2020/ 022 6234 6234
- Emails – grievance@hdfcergo.com
- Contact Details for Senior Citizens: 022 6242 6226
- Email ID- seniorcitizen@hdfcergo.com Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier - Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at:

**The Complaint & Grievance Redressal Cell,
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai – 400078, Maharashtra**

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address:

**To the Chief Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo@hdfcergo.com**

Grievance may also be lodged at IRDAI Integrated Grievance Management System- <https://bimabharosa.irdai.gov.in>

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com <https://www.hdfcergo.com/customer-voice/grievances> for detailed grievance redressal procedure.

ABOUT OUR COMPANY

Name of the company – HDFC ERGO General Insurance Company Limited (IRDAI Reg No 146)

Registered & Corporate Office- 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai – 400 059.

Website – www.hdfcergo.com

Contact us - 022 6158 2020/ 022 6234 6234

Email – care@hdfcergo.com

INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates

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 a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.
2. **ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.**

Disclaimer: In the event of any question relating to interpretation of the insurance coverage, the policy document will prevail.