

Preamble

HDFC ERGO General Insurance Company Limited (herein called the "Company") and the Insured (as named in the policy schedule) agree that:

The Company will indemnify or otherwise compensate the Named Insured in accordance with and subject to the terms and conditions of this policy, in consideration of the payment to the Company of the premium for the period of insurance.

Provided that this policy is not deemed to be in force unless it has been signed by an authorized official of the Company.

.....

Signed for and on behalf
of the Company

Date of Signature

Signature Plus Professional Indemnity Insurance Policy for Design and Construction

Words used in the singular shall include the plural and vice versa. Words and phrases that appear in **bold** have special meaning. Refer to SECTION 7. DEFINITIONS.

In consideration of payment of the **Premium** by the **Named Insured** and subject to all the terms, conditions and exclusions, including all definitions of the **Policy**, **Company** agrees as follows:

1. INSURING CLAUSE

1.1 Professional Liability

The **Company** will indemnify the **Insured** against civil liability the **Insured** incurs in respect of a **Claim** arising from the performance of **Professional Services**.

1.2 Advancement of Defence Costs

The **Company** will pay for **Defence Costs** in respect of a **Claim** covered under Insuring Clause 1.1 or under any applicable extension. The **Company** will pay for these **Defence Costs** as and when they are incurred prior to final resolution of the **Claim**.

However, each **Insured** shall repay to the **Company** all payments of **Defence Costs** incurred on that **Insured's** behalf if and to the extent it is established that such **Defence Costs** are not insured under the **Policy**.

Defence Costs are subject to the **Excess** and form part of the **Limit of Liability**.

2. EXTENTIONS

Subject to all the terms, conditions and exclusions, including all definitions of the **Policy**, the **Company** further agrees to extend cover provided under the **Policy** as follows:

2.1 Breach of Confidentiality

The **Company** will 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**.

2.2 Continuous Cover

If the **Insured** was aware of any facts that might give rise to a **Claim** or **Professional Inquiry** arising from the performance of **Professional Services** prior to the commencement of the **Policy Period** and had not notified **Company** of such facts prior to the commencement of the **Policy**

Period, then Exclusion 4.10(b) in respect of "**Prior Matters**" will not apply to the notification of a **Claim** or **Professional Inquiry** resulting from such facts, provided that:

- (a) the failure to notify such facts was not a result of any fraudulent misrepresentation or fraudulent non-disclosure by the **Insured**;
- (b) the **Insured** first became aware of such facts after the **Continuity Date**; and
- (c) The **Company** will reduce its liability to the extent of any prejudice suffered as a result of the **Insured's** failure to notify such facts giving rise to a **Claim** or **Professional Inquiry** prior to the commencement of the **Policy Period**.

2.3 Deemed Employees

The definition of **Insured** in Definition is extended to include any contractor or consultant who:

- (a) is a "deemed worker" under the workers' compensation laws of the Territory of India in which the contractor or consultant is performing **Professional Services**; and
- (b) has a written contract with the **Named Insured** or its **Subsidiaries** to perform **Professional Services**, but only in relation to the performance of **Professional Services** for or on behalf of the **Named Insured** or its **Subsidiaries**.

2.4 Defamation

The **Company** will 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**. No cover is provided under this extension for any **Claim** arising from any intentional libel, slander, defamation or injurious falsehood.

2.5 Extended Reporting Period

If a **Change in Control** occurs during the **Policy Period** then the **Named Insured** may request an extended policy period of up to 84 months commencing from the end of the **Policy Period** during which time the **Insured** may notify any claim to **Company** provided it results from **Professional Services** performed prior to the effective date of the **Change in Control**.

The **Named Insured** must request this extended policy period in writing before the end of the **Policy Period**. The **Company** will offer this extended policy period on such terms and conditions and for such additional premium as the **Company** may reasonably impose.

An extended policy period granted under this extension shall be non-cancellable and any additional premium paid shall be non-refundable.

This extension is subject to the **Limit of Liability**, the **Sub-Limits of Liability** and the **Excess** and does not apply if the **Policy** is cancelled or avoided by the **Company**.

2.6 Fraud & Dishonesty

Notwithstanding Exclusion 4.4 in respect of "Fraud & Dishonesty", the **Company** will indemnify the **Insured** against civil liability the **Insured** incurs in respect of a **Claim** arising from the performance of **Professional Services** alleging fraudulent or dishonest conduct by the **Insured** or their **Agent**.

However, no cover is provided under this extension:

- (a) to any person, company or other entity who has committed or condoned the fraudulent or dishonest conduct; or
- (b) in respect of a **Claim** arising from or in any way connected with loss of **Money**.

2.7 Implied Warranties & Conditions

Notwithstanding Exclusion 4.2(a) in respect of "Contractual Liability & Commercial Risks", the **Company** shall indemnify the **Insured** against

civil liability the **Insured** incurs in respect of a **Claim** alleging breach of warranty or condition as to merchantable quality, due skill and care or fitness for purpose implied in a contract under common law and/or the terms of any Trade Practices Act, as amended from time to time, or any similar Fair Trading legislation of Competition Act, 2002, which results from the **Insured's** performance of **Professional Services**.

2.8 Intellectual Property Rights

The **Company** will 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**.

However, no cover is provided under this extension for any **Claim**:

- (a) resulting from any intentional infringement of **Intellectual Property Rights**; or
- (b) arising out of or in any way connected with:
 - (i) legal or regulatory proceedings brought within the United States of America and/or Canada and/or Australia or any of their territories or protectorates or in which the laws of those countries are applicable, even if only to a limited extent; or
 - (ii) the enforcement of any judgment, award or regulatory order obtained within or determined pursuant to the laws of the United States of America and/or Canada and/or Australia or any of their territories or protectorates.

2.9 Interference with Privacy

The **Company** shall indemnify the **Insured** against civil liability the **Insured** incurs in respect of a **Claim** arising from the performance of **Professional Services** alleging unlawful interference with privacy of the **Insured**.

2.10 Joint Ventures

The **Company** will indemnify the **Insured** against civil liability the **Insured** incurs in respect of a **Claim** arising from **Professional Services** performed by the **Insured** in the **Insured's** capacity as a joint venture partner but only to the extent of the **Insured's** own and proportionate liability as a joint venture partner.

The **Company** shall only pay for **Defence Costs** incurred by the **Insured** in respect of such **Claim** solely in respect of its own and proportionate liability as a joint venture partner.

2.11 Limitation of Liability Contracts

Notwithstanding General Condition in respect of "Subrogation", the **Company** recognizes that the **Insured** may enter into written contracts with other parties relating to the performance of **Professional Services** which may exclude or limit the liability of such parties and the **Company** agrees that such contracts will not prejudice the **Insured's** right to indemnity under the **Policy**. The cover provided under this extension does not apply to contracts (whether or not they are written contracts) entered into as a result of a dispute which involves the **Insured** in any way.

2.12 Loss of Documents

The **Company** will pay on behalf of the **Insured** the costs the **Insured** incurs with the prior written consent of the **Company**, which shall not be unreasonably withheld, for replacing or restoring any **Documents** 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 the **Company** during the **Policy Period**.

The **Company** shall not pay for any destruction, damage or loss resulting from:

- a) wear and tear or gradual deterioration;
- b) any computer virus; or
- c) any act or omission by any person who is not a director, partner or employee of the **Insured** at the time of the destruction,

damage or loss of such **Documents** is first discovered.

The maximum amount payable by the **Company** under this extension is the applicable **Sub-Limit of Liability**.

2.13 Multiple Causes of Loss

In the event that there are a number of causes which contribute to the loss for which a **Claim** is made, the **Company** shall indemnify the **Insured** against the civil liability the **Insured** incurs in respect of that part of the loss which is covered under the **Policy** irrespective of whether one or more of the other causes is excluded under the **Policy**.

The **Insured** and the **Company** will use their best efforts to agree upon what is attributable to insured and excluded causes. In the event that an agreement cannot be reached, an **Expert** shall determine, as an expert but not an arbitrator, the causes of the loss and the percentage attributable to each cause. Until such **Expert** has made his or her determination, the **Company** may, in its absolute discretion, pay such amount insured under this extension as it considers appropriate.

2.14 New Subsidiaries

The definition of **Subsidiary** in Definition is extended to include any company which is one or more Insured Organizations that exercises management and control, becomes a subsidiary of the **Named Insured** during the **Policy Period** provided that:

- (a) in the case of an acquisition, the revenue of the new subsidiary for the 12 months preceding the date of its acquisition does not exceed 10% of the consolidated revenue of the **Named Insured** and its **Subsidiaries** for the 12 months preceding the commencement of the **Policy Period**;
- (b) the new subsidiary is not incorporated in the United States of America and/or Canada or any of their territories or protectorates;
- (c) the new subsidiary does not perform **Professional Services** within the United States of America and/or Canada or any of their territories or protectorates; and the new subsidiary has no paid or incurred professional indemnity claims against it for the 5 years preceding the date of its acquisition.

In respect of any other new subsidiary to which any of (a) to (d) do not apply, the **Company** shall provide cover for a period of 45 days (but not beyond the end of the **Policy Period**) from the effective date of the new subsidiary being acquired or created. Upon provision to the **Company** by the **Named Insured** of full details of the new subsidiary, the **Company** shall consider providing cover for the new subsidiary for a further period on such terms and conditions and for such additional premium as may be agreed.

Cover in respect of any such new subsidiary applies only in respect of **Professional Services** performed whilst the subsidiary is a subsidiary of the **Named Insured**.

2.15 Period of Grace

If the **Policy** is neither renewed nor replaced by the **Named Insured** with a policy or policies providing similar cover then the **Named Insured** is entitled to an automatic extended policy period of 30 days commencing from the end of the **Policy Period** during which time the **Insured** may notify any claim under the **Policy** to the **Company** provided it results from **Professional Services** performed prior to end of the **Policy Period**.

2.16 Professional Inquiries

The **Company** will pay on behalf of the **Insured** the reasonable and necessary costs and expenses incurred by the **Insured** (but excluding the **Insured's** personnel salaries, wages, fees, allowances, travel and accommodation expenses) in preparing for and attending a **Professional Inquiry** provided that:

- a) such costs and expenses were incurred with the prior written consent of the **Company** which shall not be unreasonably withheld; and

- b) the notice requiring the **Insured** to attend the **Professional Inquiry** is first served upon the **Insured** during the **Policy Period** and reported to **Company** during the **Policy Period**.

The **Insured** shall repay to **Company** all payments of **Professional Inquiry** representation costs and expenses incurred on the **Insured's** behalf if and to the extent it is established that such **Professional Inquiry** representation costs and expenses are not insured under the **Policy**.

The maximum amount payable by **Company** under this extension is the applicable **Sub-Limit of Liability**.

2.17 Public Relations Costs

The **Company** shall pay on behalf of the **Insured** the reasonable and necessary costs and expenses incurred by an **Insured** with **Company's** prior written consent (which shall not be unreasonably withheld) in seeking advice from a public relations consultant solely for the benefit of protecting the **Insured's** professional reputation as a result of **Professional Services** performed by the **Insured** which have or could reasonably lead to a **Claim** being made against the **Insured**.

This extension is not subject to any **Excess**, however, the **Insured** will bear uninsured 50% of any such costs and expenses. The **Company** shall pay the remaining 50% up to the applicable **Sub-Limit of Liability**.

2.18 Spouses, Estates & Representatives

The **Company** will cover:

- a. in the event of the death, incapacity or bankruptcy of an **Insured**, any **Claim** brought against his or her estate, heirs, executors, administrators or legal representatives; or
- b. any **Claim** brought against the lawful spouse or domestic partner of an **Insured**, as if the **Claim** had been brought against that **Insured**.

No cover is provided under this extension for any actual or alleged act or omission by such estate, heirs, executors, administrators, legal representatives, lawful spouse or domestic partner.

2.19 Trade Practices Act

The **Company** shall indemnify the **Insured** against civil liability the **Insured** incurs in respect of a **Claim** arising from the performance of **Professional Services** under the terms of the Trade Practices Act as amended from time to time, or any Fair Trading legislation Act.

2.20 Vicarious Liability

The **Company** will indemnify the **Insured** against civil liability the **Insured** incurs in respect of a **Claim** arising from **Professional Services** performed by an **Agent** of the **Insured**.

The **Company** shall not be liable under this extension for the **Agent's** own liability, nor shall the **Company** be prevented from seeking recovery from any **Agent**.

3. Optional Extensions:

The following extensions are subject to all the terms, conditions and exclusions, including all definitions of the **Policy**, and shall apply only if they are specifically included in the **Schedule**.

3.1 Contractual Liability

Notwithstanding Exclusion 4.2(a) in respect of "Contractual Liability & Commercial Risks", **Company** shall indemnify the **Insured** against civil liability the **Insured** incurs in respect of a **Claim** under an indemnity and/or hold harmless in term of a contract to the extent such civil liability results from the **Insured's** performance of **Professional Services**.

3.2 Loss Mitigation & Rectification

The **Company** will pay to the **Insured** the reasonable direct costs and expenses incurred by the **Insured** in taking action necessary to rectify,

or to mitigate the effects of, any act or omission of the **Insured** or its **Agent** in the performance of **Professional Services** that would otherwise result in a **Claim** covered under the **Policy**, provided always that:

- (a) the **Insured** first discovers such act or omission during the **Policy Period** and notifies the **Company** of such act or omission during the **Policy Period**; and
- (b) the **Insured** notifies **Company** during the **Policy Period** of its intention to take such action and obtains **Company's** written consent (which shall not be unreasonably withheld) prior to incurring any such direct costs or expenses.

No cover is provided for:

- (i) indirect costs and expenses such as loss or diminution of the **Insured's** profit, bonus, incentive payment or opportunity cost; or
- (ii) costs and expenses of materials or **Professional Services**, which result in an increased quality or standard from that specified in the design parameters of the relevant contract.

Notification under this extension must be given to **Company** in accordance with Claims Condition 5.1(a) and the **Insured** must give **Company** such information and cooperation as it may reasonably require in accordance with Claims Condition 5.1(b).

3.3 Novated Contracts

Exclusion 4.2(a) in respect of "Contractual Liability & Commercial Risks" will not apply to a liability which the **Insured** has assumed only by reason of the novation of a **Novated Contract** in circumstances where:

- a. the **Insured** purchases or acquires another business or contract;
- b. the **Insured** assumes responsibility for **Professional Services** previously undertaken by another party; or
- c. the **Insured's** contract to provide **Professional Services** is novated to another party.

The cover provided under this extension shall not extend to:

- (a) liabilities in the **Novated Contract** that were not otherwise covered by the **Policy** prior to such contract being novated; or
- (b) any additional liabilities the **Insured** has assumed by virtue of the novation of a **Novated Contract** to the **Insured**.

3.4 Proportionate Liability

Exclusion 4.2(a) in respect of "Contractual Liability & Commercial Risks" will not apply to a liability which the **Insured** has assumed under a contract by reason of having contracted out of the operation of **Proportionate Liability Legislation**.

3.5 Reinstatement

The **Company** shall provide a single reinstatement of the **Limit of Liability** if the **Limit of Liability** is exhausted due to payment of amounts insured under the **Policy**, but **Company** will only provide such reinstatement if the limit of liability available under any policy or policies in excess of the **Policy** has or have been exhausted and provided always that the **Company** will pay no more than a single **Limit of Liability** in respect of each **Claim** and associated **Defence Costs** and each claim for any other amounts insured under the **Policy**.

The cover provided under this extension shall not apply to any extensions or optional extensions to which a **Sub-Limit of Liability** applies.

4. Exclusions

The **Company** will not pay for any amounts insured under the **Policy** for or arising out of:

4.1 Anti-Competitive Practices

Based upon, arising from, or in consequence of any contravention of any provisions of the Competition Act 2002 (India) as amended from time to time, or any similar law anywhere in the world regulating monopolization,

Policy Wording

**Signature Plus Professional Indemnity Insurance Policy for
Design & Construction Projects**

anti-trust, price fixing, price discrimination, predatory pricing, restraint of trade or similar activities.

4.2 Contractual Liability & Commercial Risks

- a) a liability which the **Insured** has assumed under a contract unless such liability would have attached in the absence of such contract;
- b) the insolvency, receivership, administration, bankruptcy or liquidation of the **Insured**;
- c) any trading debt incurred by the **Insured**;
- d) the refund of professional fees; or
- e) any guarantee given by the **Insured** for a debt.

4.3 Employer's Liability

death, bodily or mental injury, sickness or disease, emotional distress or mental anguish of any actual or deemed employee of the **Insured** or their **Agent**.

4.4 Fraud & Dishonesty

any fraudulent, willful, grossly reckless, malicious or dishonest conduct including any intentional breach of any law or regulation committed by the **Insured** or their **Agent**.

This exclusion will only apply where it is established by an admission of such **Insured** or their **Agent** or by a judgment, award, finding or other adjudication of a court, tribunal, commission or arbitrator that such conduct did in fact occur.

4.5 Licensing Inquiries

any prosecution, inquiry, hearing, commission or other investigation in relation to the **Insured** failing to be properly licensed, registered or accredited to provide **Professional Services** as required by any law or other regulation including industry codes of practice.

4.6 Management Liability

the **Insured** acting in the capacity of a director or officer.

4.7 Owners & Occupiers Liability

the ownership, management, control or occupation of real property by or on behalf of the **Insured**.

4.8 Penalties & Punitive Damages

- a) any fines or other penalties; or
- b) any exemplary, aggravated, multiple or punitive damages.

4.9 Prior Matters

or in any way connected with:

- a) any written demand or legal proceedings for compensation or **Professional Inquiry** made, threatened, intimated against or involving the **Insured** prior to the commencement of the **Policy Period**;
- b) any facts that, before the commencement of the **Policy Period**, the **Insured** was aware, or a reasonable person would have been aware, might give rise to a claim under the **Policy**;
- c) any facts that might give rise to a claim under the **Policy** which have been reported, or which can be or could have been reported, to an insurer under any insurance policy entered into before the commencement of the **Policy Period**;
- d) any facts that might give rise to a claim under the **Policy** which have been disclosed to any insurer in any proposal for insurance before the commencement of the **Policy Period**; or
- e) any facts that might give rise to a claim under the **Policy** which were disclosed to the **Company** in the proposal.

4.10 Product Defects

any defect in any product or good unless such defect arises out of the performance of **Professional Services**.

4.11 Related Parties

any **Claim** made by or on behalf of:

- a) one or more **Insured** against another **Insured** other than a **Claim** for contribution or indemnity which results directly from another **Claim** which would be covered under the **Policy** if made directly against such other **Insured**;
- b) a child, sibling, spouse, partner or parent of an **Insured** or a parent of a spouse or partner of an **Insured**;
- c) any entity which is owned, controlled or managed by any **Insured**; or
- d) any parent company or other entity which owns, controls or manages any **Insured**.

4.12 Uninsurable Amounts

amounts uninsurable at law.

4.13 War, Terrorism & Nuclear

- a) war (whether declared or not), civil disturbance or riot;
- b) any actual or threatened act of terrorism or any action taken to, or taken in an attempt to, control, prevent or suppress any act of terrorism;
- c) ionising radiation or contamination by radioactivity from any nuclear fuel or any waste from the combustion of nuclear fuel; or
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear weapon, installation, reactor or other nuclear assembly or nuclear component thereof.

4.14 Watercraft, Aircraft & Motor Vehicles

the ownership, maintenance, operation, possession, use, loading or unloading by or on behalf of the **Insured** of any watercraft, aircraft, motor vehicle or trailer.

5. Conditions
5.1 Notification of Claims & Co-operation

In the event of loss of an insured event the company must be informed immediately

Our contact details are as follows:

1. Relationship officer / channel partner
2. Call Centre - 022-6234 6234
3. E-mail at care@hdfcergo.com

Our contact details are as follows:

HDFC ERGO General Insurance Co. Ltd.

**Corporate Claims Department
6th Floor, Leela Business Park,
Andheri Kurla Road, Andheri(E), Mumbai – 400059
Call Centre - 022-6234 6234**

During Intimation of claim, Insured has to provide relevant information which includes Policy details, policy period and Loss details (viz. Loss Location, Contact Details, Details of Loss, Details of claimants, Rough estimates of Loss along with copy of Project carried for which the policy is obtained).

In general, primarily, the following basic documentations are required for taking the claim forward:

- Detailed description of the incident in chronological order and the manner by which insured first became aware of the circumstance/claim right from the date of discovery until the current status
- Details of quantum of loss with supporting documents
- Detailed description of the manner by which insured first became aware of the claim or circumstance which give rise to the claim.
- Actions taken by the insured post discovery of claims

Policy Wording

**Signature Plus Professional Indemnity Insurance Policy for
Design & Construction Projects**

- First Information Report /charge sheet filed by the police. If, the matter has been reported to the police.
- Internal Investigation report, if any, from the Insured giving an Insight into the act with Criminal intent allegedly performed by an Employee resulting in a Third Party Loss.
- Any other documents which could be construed as material information to the case.

Our Claims process:

- An acknowledgement with respect to the claim intimation is given to the insured, once we are in receipt of any claim intimation from the insured.
- Based on the information submitted in the claim intimation letter, if required, we may procure more information and documents from the insured depending on the facts mentioned therein up to the satisfaction of the Company.
- Surveyor / Investigator may be appointed, if required.
- Apart from surveyor/investigator, opinions of legal experts are sought, if required.
- In case of surveyor appointment, the same will be appointed within 72 hrs from the date of intimation and the details of the appointment is conveyed to the Insured
- Within 48 hrs of appointment, the surveyor will start the survey and will request the list of preliminary documents within 7 days of appointment from the insured
- Final survey report will be provided by the surveyor within 90 days of appointment except where special circumstance exist in respect of a claim due to its special complicated nature or due to difficulties associated with replacement/reinstatement, the surveyor will seek an extension from the Company for submission of report
- In case of settlement, Claim will be settled by the Insurer within 30 days from the receipt of last, relevant & necessary document from the Insured.
- Based on the information submitted in the claim intimation letter / claim form, if required, we may procure more information from the insured depending on the facts mentioned therein up to the satisfaction of the Company.
- Apart from surveyor, an investigator and/or Senior engineer can be appointed and legal counsel opinions can be sought, if required.

Apart from above standard documents, some other documents may be called for based on the nature of claim.

- Policy Copy
- Contract Copy of Project.
- Technical report of vendor's engineer
- Detailed Cause of loss and its identification along with log book
- Detailed estimate of loss
- Detailed estimate for repair/rectification to be carried

5.2 Defence & Settlement

The **Company** may, in its absolute discretion, take over the conduct of any investigation, settlement or defence of any **Claim**.

The **Insured** must:

- (a) take all reasonable steps to mitigate loss;

- (b) not agree to any waiver, limitation or delay as to their legal rights of recovery against any other party;
- (c) not admit liability, negotiate any settlement, enter into any settlement agreement or incur any **Defence Costs** without the prior written consent of the **Company** which shall not be unreasonably withheld; and
- (d) give **Company** all the information and assistance that **Company** requires for the purpose of investigating:
 - (i) the cause and consequences of any **Claim**;
 - (ii) the **Insured's** liability to any party in respect of any **Claim**; and
 - (iii) whether the **Company** has any liability to the **Insured** under the **Policy** and, if so, the extent of its liability; and, where applicable, conducting the defence of any **Claim**.

5.3 Excess Insurance

The **Policy** is in excess of any **Additional Insurance**.

5.4 Allocation

In the event the **Insured** is a party to a demand, legal proceedings, inquiry or hearing which is covered only in part by the **Policy**, the **Insured** and the **Company** will use their best efforts to agree upon a fair and proper allocation of amounts insured under the **Policy** which relate solely to what is covered under the **Policy**.

In the event that an agreement cannot be reached, an **arbitrator** shall determine a fair and proper allocation. Until an **arbitrator** has made his or her determination, the **Company** may, in its absolute discretion, pay such amount insured under the **Policy** as it considers appropriate.

6. Definitions

6.1 Agent means a natural person, company or other entity who has or had a written contract with the **Named Insured** or its **Subsidiaries** to perform **Professional Services**, but only in relation to the performance of **Professional Services** for or on behalf of the **Named Insured** or its **Subsidiaries**.

6.2 Change in Control means any one of the following events:

- (a) the **Named Insured** consolidates or merges with, or sells all or substantially all of its assets to a person, entity or group of persons or entities acting in concert;
- (b) the **Named Insured** becomes a subsidiary of another entity or becomes controlled by another entity; or
- (c) a trustee, administrator, receiver or liquidator including any provisional liquidator is appointed to the **Named Insured**.

6.3 Claim means any written demand or legal proceedings for compensation first made or brought against the **Insured** during the **Policy Period** (or the extended policy period under Extension 2.5 in respect of "Extended Policy Period", if applicable), and reported to the **Company** during the **Policy Period** (or the extended policy period under Extension 2.5 in respect of "Extended Policy Period", if applicable), which may result in the payment of any amounts insured under the **Policy**.

All **Claims** attributable to one source or originating cause shall be deemed to be a single **Claim** and one **Excess** shall apply.

6.4 Defence Costs means:

- (a) reasonable and necessary costs and expenses incurred by the **Company**, or by the **Insured** but only with **company's** prior written consent which shall not be unreasonably withheld, solely for the benefit of the **Insured** in the investigation, settlement, defence or appeal of any **Claim** covered under the **Policy**;
- (b) the costs of obtaining **arbitrator's** advice or determination under the **Policy** pursuant to claims Condition 5.4 in respect of "Allocation" and 5.5 "Requirement to Contest a Claim"; and
- (c) the costs of obtaining an **Expert's** advice or determination under the **Policy** pursuant to Extension 2.13 in respect of "Multiple Causes of Loss".

Defence Costs does not include salaries, wages, allowances, travel or accommodation expenses incurred by the **Insured** in

- assessing, investigating, dealing with and assisting others to deal with any **Claim**.
- 6.5 **Document** means a document of any nature whether written, printed or reproduced by any method, including designs and drawings, computer records or electronic data, in the possession or control of the **Insured** or the property of the **Insured** but does not include **Money**.
- 6.6 **Expert** means an appropriately qualified industry expert to be mutually agreed upon by the **Company** and the **Insured**
- 6.7 **GST** means the tax imposed as goods and services tax under the New Tax System (Goods and Services Tax Act 2017)
- 6.8 **Insured** means each of the following:
- the **Named Insured** and its **Subsidiaries**; and
 - any past, present or future director, partner or employee of the **Named Insured** or its **Subsidiaries** but only in relation to **Professional Services** performed for or on behalf of the **Named Insured** or its **Subsidiaries** whilst they are a director, partner or employee of the **Named Insured** or its **Subsidiaries**.
- 6.9 **Intellectual Property Rights** means all existing and future intellectual property rights throughout the world in whatever media, whether registered or unregistered and whether or not capable of registration, including but not limited to all copyright, patents, trade marks, trade names, domain names, brand names, slogans, logos, emblems and designs (and all applications or renewals for the protection or registration of these rights) CAD drawings, architectural designs and drawings together with all confidential information including trade secrets, know-how, formulae, methods, routines and other proprietary technology.
- 6.10 **Company** shall mean HDFC ERGO General Insurance Company Limited.
- 6.11 **Money** means shares, bonds, currency, coins, bank notes, bullion, precious metals, gems, jewellery, coupons, stamps, cheques, travellers' cheques, registered cheques, postal orders and money orders.
- 6.12 **Novated Contracts** means (if applicable) the contracts specified by endorsement to the **Policy**.
- 6.13 **Policy** means this policy wording, any endorsements to it and the **Schedule**.
- 6.14 **Policy Period** means the period of time specified in the **Schedule** unless the **Policy** is cancelled in which event the **Policy Period** will end on the effective date of the cancellation.
- 6.15 **Premium** means the amount payable by the **Named Insured** for the **Policy** including any applicable charges advised by the **Company**.
- 6.16 **Professional Inquiry** means any administrative or regulatory proceeding, official investigation, inquiry or hearing into the performance of **Professional Services** by the **Named Insured** or its **Subsidiaries** which an **Insured** is legally required to attend if findings from such proceeding, investigation, inquiry or hearing could lead to a **Claim** being made against the **Insured** which may be covered under the **Policy**.
- 6.17 **Proportionate Liability Legislation** means any Civil Liability or any similar legislation, all as amended from time to time.
- 6.18 **Professional Services** means one or more of the following services:
- design, including advice in relation to design, in accordance with all relevant laws, regulations and industry codes of practice;
 - drafting;
 - technical calculation;
 - technical specification;
 - project management
 - construction management;
 - feasibility studies;
 - programming and time flow management;
 - quantity surveying;
 - surveying;
 - technical advice;
- (l) inspection; and
(m) training in respect of (a) to (l) above,
- provided always that it is performed only by, or under the direct supervision of, a properly registered engineer, architect or surveyor, a quantity surveyor, a consultant or any other person providing a professional service of a skilful character according to an established discipline appropriate to the **Professional Services** being performed or supervised.
- Professional Services** does not mean:
- performance or supervision (where such supervision would normally be undertaken by a building contractor) of construction, manufacture, assembly, installation, erection, maintenance or physical alteration of buildings, goods, products or property; or
 - environmental protection, workplace health and safety or industrial relations matters which would normally be overseen by a building contractor.
- 6.19 **Schedule** means the schedule attached to the **Policy** and signed by a person authorised by the **Company**.
- 6.20 **Subsidiary** means any company which, according to the laws in which the **Policy** is issued, was or is a subsidiary of the **Named Insured** prior to or at the commencement of the **Policy Period**.
- Cover in respect of any such company applies only in respect of **Professional Services** performed whilst the **Company** was or is a **Subsidiary** of the **Named Insured**.
- (HDFC Subsidiary wordings)

7. General Conditions

7.1 Change in Control

If a **Change in Control** occurs during the **Policy Period**, the **Policy** will continue to provide cover but only in respect of civil liability the **Insured** incurs in respect of a **Claim** arising from **Professional Services** performed prior to the effective date of the **Change in Control**.

7.2 Limit of Liability

The maximum amount payable by the **Company** under the **Policy** is the **Limit of Liability**. The **Limit of Liability** is inclusive of **Sub-Limits of Liability** and any other amounts insured under the **Policy**.

7.3 Excess

The **Company** will only pay in respect of a **Claim** and associated **Defence Costs** and other amounts insured under the **Policy**, the amount which is above the **Excess**. The **Excess** shall be the first amount borne by the **Insured** and shall remain uninsured.

7.4 Subrogation

If the **Company** grants indemnity under the **Policy**, then the **Company** shall be subrogated to the **Insured's** rights of recovery against any person or entity whether or not payment has in fact been made and whether or not the **Insured** has been compensated in full for their loss. Each **Insured** must, at its own cost, provide all reasonable assistance to the **Company** (including, but not limited to giving information, signing documents and giving evidence) to help enforce those rights.

The **Insured** must not do anything (including but not limited to excluding or limiting the liability of other parties in contracts, whether or not they are written contracts) that may prejudice the **Company** position or its potential or actual rights of recovery against any party.

Any amounts recovered by the **Company** in excess of **Company's** total payment to the **Insured** (including **Defence Costs**) shall be restored to the **Insured** less the cost to the **Company** of such recovery.

7.5 Severability of Proposal

Failure by any **Insured** to comply with the duty of disclosure under the Insurance Act or misrepresentation by any **Insured** to the **Company** shall not prejudice the right of any other **Insured** to cover under the

Policy. Cover is only provided to an **Insured** who is innocent of and has no prior knowledge of such failure or misrepresentation.

7.6 Non-Imputation

For the purposes of determining the availability of cover under the **Policy** the conduct of one **Insured** shall not be imputed to any other **Insured**, provided that cover is only provided to an **Insured** who is innocent of and has no prior knowledge of such conduct.

7.7 Arbitration

As a condition precedent to any right of action hereunder, any dispute arising out of the interpretation, performance or breach of this policy, including the formation or validity thereof, shall be submitted for decision to a panel of three arbitrators. Notice requesting arbitration will be in writing and sent certified or registered mail, return receipt requested.

Each party shall choose one arbitrator and the two arbitrators shall, before instituting the hearing, choose an impartial third arbitrator who shall preside the hearing. If either party fails to appoint its arbitrator within thirty (30) days after being requested to do so

By the other party, the latter, after ten (10) days notice by certified or registered mail of its intention to do so, may appoint the second arbitrator.

If the two arbitrators are unable to agree upon a third arbitrator within thirty (30) days of their appointment, the arbitrators shall implement the appointment procedure according to the Arbitration Act of India to select the final arbitrator.

All arbitrators shall have at least ten (10) years of insurance or reinsurance experience, be disinterested and active or former officers of insurance or reinsurance companies with knowledge about the lines of business at issue.

Within thirty (30) days after notice of appointment of all arbitrators, the panel shall meet and determine timely periods for briefs, discovery procedure and schedules of hearings.

The panel shall be relieved of all judicial formality and shall not be bound by the strict rules of procedure and evidence. Unless the panel agrees otherwise, arbitration shall take place in India, but the venue may be changed when deemed by the panel to be in the best interest of the arbitration proceeding. Insofar as the arbitration panel looks to the substantive law, it shall follow the laws of India. The decision of any two arbitrators when rendered in writing shall be final and binding. The panel is empowered to grant interim relief as it may deem appropriate.

The panel shall interpret this policy as an honourable engagement rather than as merely a legal obligation and shall make its decision considering the custom and the practice of the applicable insurance and reinsurance business as promptly as possible following the termination of the hearings

7.8 Choice of Law and Jurisdiction

In the event that the Arbitration provisions in this policy shall be held to be invalid in whole or in part all disputes arising under out of or in connection with or in relation to this policy shall be subject to the exclusive jurisdiction of the Courts of India and the law applicable to the construction and interpretation of the policy and governing all such disputes shall in any event be the law of India

7.9 Policy Interpretation & Construction

The headings in the **Policy** are for descriptive purposes only and do not form part of the **Policy** for the purpose of its construction or operation. Words used in the singular shall include the plural and vice versa. For the meaning of any words in bold refer to the **Schedule** and Section 7 - Definitions.

7.10 Cancellation

The **insured** may cancel this insurance by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect. In the event of such cancellation, the **Company** shall retain premium for the period that this policy has been in force calculated in accordance with the scale provided in the table below

The **Company** will cancel this insurance or any of its individual coverages at any time by sending to the **insured** a notice 60 days in advance of the cancellation date. Our notice of cancellation will be mailed to the **insured** at the last known address, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned **premium** will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

We shall have no obligation to give notice that the policy is due for renewal or renew this policy upon expiration or cancellation.

Short Period Rate Table

Period of Risk (Not exceeding)	Premium to be retained (% of the Annual Rate).
1 week	10%
1 month	25%
2 months	35%
3 months	50%
4 months	60%
6 months	75%
8 months	85%
Exceeding 8 months	Total Annual Premium

7.11 Claims Discovery

It shall be a condition precedent to any liability of the **Company** to make any payment under this policy that on the First Discovery, and again upon receipt by the Insured in writing of any notice of any claim or legal proceeding, the Named Insured shall:

- Notify the **Company** and follow the "Claims Notification Procedures", together with the requirements set out in the General Condition "Duties in the event of an Insured Event".
- Make no admission of liability or offer promise of payment without the **Company's** written consent.
- Notify the **Company** in writing immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company every relevant document unanswered.
- Retain unaltered and unrepaired anything in any way connected with the claims for as long as the Company may reasonably require

Produce documents or such other proofs as may reasonably be required by the Company for investigating or verifying the claim

7.12 Valuation & Foreign Currency

All Premiums, limits, Deductibles, Loss and other amounts under this **Policy** are expressed and payable in Indian Rupees (INR). If judgment is rendered, settlement is denominated or another element of **Loss** is stated in a currency other than Indian Rupees (INR), then payment under this policy shall be made in Indian Rupees (INR) at the cash rate of exchange published by the Reserve Bank of India, on the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of **Loss** is due respectively.

7.13 FRAUD WARNING

This **policy** shall be voidable at the option of the **Company** in the event of mis-representation, mis-description or non-disclosure of any material particulars by the Proposer. Any person who, knowingly and with intent to defraud the insurance company or any other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, Information concerning any fact material thereto, commits a fraudulent insurance act, which will render the policy voidable at the sole discretion of the insurance company and result in a denial of insurance benefits.

7.14 RENEWAL

The **Company** shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. The **Company** reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This **policy** may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. The **Company**, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.

7.15 CONDONATION OF DELAY

The **Company** may condone delay in claim intimation/ document submission on merit, where it is proved that delay in reporting of claim or submission of claim documents, is due to reasons beyond the control of the Insured.

Notwithstanding the above, delay in claim intimation or submission of claim documents due to reasons beyond the control of the Insured shall not be condoned where such claims would have otherwise been rejected even if reported in time.

7.16 Sanctions Limitation and Exclusion

The **Company** shall not be deemed to provide cover and shall not be liable to pay any **claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Company** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.