

Signature Plus Professional Indemnity Insurance Policy for Construction Projects

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 Construction Projects

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 5. DEFINITIONS.

In consideration of payment of the **Premium** by the **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** shall pay on behalf of the **Insured** the **Loss** which the **Insured** becomes legally liable to pay in respect of a **Claim** alleging an act, error or omission of the **Insured** in the provision of **Professional Services**.

1.2. Defence Costs

The **Company** will pay on 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 Cost** as and when they are incurred prior to final resolution of the **Claim**.

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

Defense Cost are subject to the **Excess** and form part of the **Limit of Liability**.

2. EXTENTIONS –

- 2.1. 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 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** in respect of the **Project** 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** will not pay for any destruction, damage or loss resulting from:

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

2.2. Defamation

The **Company** will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging any libel, slander, defamation or injurious falsehood by the **Insured** in the provision of **Professional Services**. No cover is provided under this extension for any **Claim** resulting from any intentional libel, slander, defamation or injurious falsehood.

2.3. Vicarious Liability

The **Company** will pay on behalf of the **Insured** the **Loss** which the **Insured** becomes legally liable to pay as a result of a **Claim** alleging an act, error or omission by an **Agent** of the **Insured** in the provision of **Professional Services**.

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

2.4. Principal's Indemnity

The Company will pay on behalf of the Principal the Loss 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 in respect of the Project.

For the purposes of this extension, the Principal shall be deemed to be an Insured in the definition of Claim, Loss and Defence Costs.

2.5. Loss Rectification & Mitigation

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, error or omission of the **Insured** in the performance of **Professional Services** in respect of the **Project** that would otherwise result in a **Claim** covered under the **Policy**, provided always that:

- a) the **Insured** first discovers such act, error or omission during the **Policy Period** and notifies **Company** of such act, error or omission during the **Policy Period**; and
- b) the **Insured** notifies the **Company** during the **Policy Period** of its intention to take such action and obtains **Company's** written consent prior to incurring any such direct costs or expenses.

In accordance with Claims Condition 4.1, notification under this extension must be given to the **Company** and the **Insured** must give the **Company** such information and cooperation as it may reasonably require.

Policy Wording

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

2.6. Intellectual Property Rights

Notwithstanding Exclusion 3.3 in respect of "Intellectual Property Rights", the **Company** will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging the **Insured** has infringed **Intellectual Property Rights** in the performance of **Professional Services** in respect of the **Project**.

However, no cover is provided under this extension in respect of a 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;
 - (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; or
 - (iii) legal or regulatory proceedings in which the laws of the United States of America and/or Canada and/or Australia or any of their territories or protectorates are applicable even if only to a limited extent.

2.7. Fraud & Dishonesty

Notwithstanding Exclusion 3.4 in respect of "Fraud & Dishonesty", the **Company** will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging fraudulent or dishonest conduct of the **Insured** in the performance of **Professional Services** in respect of the **Project**.

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**.

2.8. 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** salaries, wages, fees, commissions, awards, bonuses, 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 consent will 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 the Company during the Policy Period.

The **Insured** shall repay to the **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 the **Company** under this extension is the applicable **Sub-Limit of Liability**.

2.9. Pollution

Notwithstanding Exclusion 3.11 in respect of "Pollution", the **Company** will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging the presence, discharge, dispersal, release or escape of any **Pollutant** or the cost of removing, nullifying or cleaning up any **Pollutant** in the performance of **Professional Services** in respect of the **Project**.

2.10. Consequential Loss

Notwithstanding Exclusion 3.16 in respect of "Consequential Loss", the **Company** will pay on behalf of the **Insured** the **Loss** which it is legally liable to pay for consequential losses flowing from property damage in respect of a **Claim** alleging an act, error or omission of the **Insured** in the performance of **Professional Services** in respect of the **Project**.

2.11. Pure Economic Loss

Notwithstanding Exclusion 3.16 in respect of "Consequential Loss", the **Company** will pay on behalf of the **Insured** the **Loss** which it is legally liable to pay for consequential losses which do not flow from personal injury and/or property damage in respect of a Claim alleging an act, error or omission of the **Insured** in the performance of **Professional Services** in respect of the **Project**.

3. EXCLUSIONS

The **Company** will not pay **Loss, Defence Costs** or any other amounts insured under this **Policy** which arise out of or are in any way connected with:

3.1. 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** or any party involved in the **Project**;
- c) the failure to provide, effect, or maintain any bond, surety or insurance.
- d) any trading debt incurred by the **Insured**;
- e) the refund of professional fees; or
- f) any guarantee given by the **Insured** for a debt.

3.2. 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**.

3.3. Intellectual Property Rights

any actual, potential or alleged infringement of **Intellectual Property Rights**

3.4. Fraud & Dishonesty

- a) any fraudulent, criminal, wilfully reckless, malicious or dishonest act, error or omission including any intentional violation or breach of any law or regulation committed or allegedly committed by the **Insured**;
- b) any actual or alleged payments, commissions, gratuities, bribes, political contributions, benefits or any other favours to or for the benefit of any domestic or foreign governments, government officials or agents; or
- c) any act, error or omission which is uninsurable under the law.

3.5. Prior Matters

- 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** that might give rise to a claim under the **Policy**;
- 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**;

Policy Wording

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

- 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

3.6. **Related Parties**

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

- a) one or more **Insured**;
- b) a child, sibling, spouse or partner 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**.

3.7. **Owners & Occupiers Liability**

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

3.8. **Aircraft & Watercraft**

the operation, ownership, maintenance or use of aircraft or watercraft.

3.9. **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.

3.10. **Asbestos**

asbestos, asbestos fibres or derivatives of asbestos.

3.11. **Pollution**

the actual or alleged presence, discharge, dispersal, release or escape of any **Pollutant** or the cost of removing, nullifying or cleaning up any **Pollutant**.

3.12. **Product Defects & Recall**

- a) any defect or alleged defect in any product or good manufactured, supplied, sold, installed, assembled, repaired, erected or maintained by the **Insured**; or
- b) any cost or expense incurred in withdrawing any product or good from sale or recalling any product or good.

3.13. **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** in respect of the Project as required by any law or other regulation including industry codes of practice.

3.14. **Retroactive Limitation**

any act, error or omission committed or allegedly committed prior to the **Retroactive Date**.

3.15. **Jurisdiction**

- a) legal or regulatory proceedings brought outside of the **Jurisdiction**;
- b) the enforcement of any judgment, award or regulatory order obtained within or determined pursuant to the laws of any country or jurisdiction outside of the **Jurisdiction**; or
- c) legal or regulatory proceedings in which the laws of any country or jurisdiction outside the **Jurisdiction** are applicable even if only to a limited extent.

In addition, the following exclusion applies:

3.16. **Consequential Loss**

The Company will not pay for any consequential losses other than consequential losses flowing from personal injury.

4. **Claims Conditions**4.1. **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. Branch Office
3. Contact us- 022 6158 2020/ 022 6234 6234
4. 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
- 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 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 Insurers for submission of report
- In case of settlement, offer of claim settlement will be made to the Insured within 30 days of receipt of the last document
- 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.

Policy Wording

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

- In case of rejection, the same will be conveyed to the Insured within 30 days from the receipt of the final report and/or documents
- 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 e 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 & Proposal form
- Detailed estimate of loss
- Detailed Cause of loss and its identification along with log book
- Technical report of vendor's engineer
- Contract Copy of Project.
- Detailed estimate for repair/rectification to be carried
- All documents and/or information relevant to the claim
- Discharge voucher of the Insured accepting full and final settlement
- KYC documents are compulsory where settlement amount is over 1 lac

4.2. Defence & Settlement

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

It is a condition precedent to cover under the Policy that the Insured must:

- a) take all reasonable steps to mitigate loss;
- b) not agree to any waiver or limitation of 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; and
- d) give Company all the information and assistance that the 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;
 - (iv) and, where applicable, conducting the defence of any **Claim**.

4.3. Other Insurance

If at the time of any claim under the **Policy** there is or would be but for the existence of the **Policy** any other policy of indemnity or insurance in favour of or effected by or on behalf of the **Insured** applicable to such claim, The **Company** shall not be liable under the **Policy** to indemnify the **Insured** for such claim except insofar as it concerns any excess beyond the amount which would be payable under such indemnity or insurance had the **Policy** not been effected.

4.4. 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 **Loss**, **Defence Costs** or any other amount insured under the Policy which relate solely to what is covered under the **Policy**.

In the event that an agreement cannot be reached **Senior Counsel** shall determine, as an expert but not an arbitrator, a fair and proper allocation. Until **Senior Counsel** has made his or her determination The **Company** may, in its absolute discretion, pay such **Loss**, **Defence Costs** or any other amount insured under the **Policy** as it considers appropriate.

4.5. Requirement to Contest a Claim

The **Company** shall not require the **Insured** to contest any **Claim** unless **Senior Counsel** advises that such **Claim** should be contested. In formulating such advice, **Senior Counsel** shall take into consideration the economics of the matter (including potential **Loss** and **Defence Costs**) and the prospects of the **Insured** successfully defending the **Claim**. The cost of such **Senior Counsel's** opinion shall be deemed to be part of **Defence Costs**.

In the event that **Senior Counsel** recommends settlement in respect of a **Claim** and the **Insured** does not agree that such **Claim** should be settled, the **Insured** may elect to contest such **Claim** provided always that the liability of the **Company** shall not exceed the amount for which the **Claim** could have been settled plus **Defence Costs** incurred with the **Company's** prior written consent up to the date of such election.

4.6. 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 that may prejudice **Company's** position or its potential or actual rights of recovery against any party. Any amounts recovered by the **Company** in excess of the **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.

5. Definitions

5.1. **Agent** means a natural person, company or other entity who has or had a written contract with a **Named Insured** under which the **Named Insured** engages the natural person or company or other entity to act for or on behalf of the **Named Insured** in the performance of **Professional Services** in respect of the Project.

5.2. **Claim** means any written demand or legal proceedings for compensation first made against the Insured during the **Policy Period**, and reported to the **Company** during the **Policy Period**, which may result in **Loss**, **Defence Costs** or any other amounts insured under the Policy.

5.3. **Defence Costs** means:

- a) reasonable and necessary costs and expenses incurred by the **Company**, or by the **Insured** but only with the **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**; and
- b) the costs of obtaining **Senior Counsel's** advice or determination under the **Policy**.

Defence Costs does not include salaries, wages, allowances, fees, commissions, awards, bonuses, travel or accommodation expenses.

5.4. **Document** means a document of any nature whether written, printed or reproduced by any method, including computer records or electronic data, in the possession or control of the **Insured** or the property of the **Insured** but does not include **Money**.

5.5. **GST** means the tax imposed as goods and services tax under the New Tax System (Goods and Services Tax Act 2017).

5.6. **Insured** means each of the following:

- a) the **Named Insured**;
- b) any past, present or future director, partner or employee of the **Named Insured** but only in relation to **Professional Services** performed in respect of the **Project** for or on behalf of the **Named Insured** whilst they are a director, partner or employee of the **Named Insured**; and
- c) in the event of the death or incapacity of any person described in paragraph (b), the estate, heirs, legal representatives or assigns of any such person.

Policy Wording

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

- 5.7. **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) together with all confidential information including trade secrets, know-how, formulae, methods, routines and other proprietary technology.
- 5.8. **Company** shall mean Hdfc Ergo General Insurance Company Limited.
- 5.9. **5.9 Loss** means:
- damages or claimant's costs or both payable by the Insured pursuant to an award or judgment entered against the **Insured**;
 - settlements negotiated by the **Company** and consented to by the **Insured**; or
 - settlements negotiated by the **Insured** but only with the prior written consent of the **Company**.
- Loss** does not include any:
- amounts uninsurable at law;
 - wages, salaries, allowances, fees, commissions, awards, bonuses, travel or accommodation costs incurred by the **Insured** in assessing, investigating, dealing with or assisting others to deal with the claim;
 - fines or penalties;
 - exemplary, aggravated, multiple or punitive damages; or
 - GST** imposed or payable in respect of the **Premium** or any payment of insured amounts made under the **Policy**.
- All **Loss** attributable to one source or originating cause shall be deemed one **Loss**.
- 5.10. **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.
- 5.11. **Policy** means this policy wording, any endorsements to it, the **Schedule** and the **Proposal**
- 5.12. **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.
- 5.13. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, noise, acids, alkalis, compounds, chemicals, including derivatives, mould or waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 5.14. **Premium** means the amount payable by the **Named Insured** for the **Policy** including any applicable charges advised by the **Company**.
- 5.15. **Professional Inquiry** means any administrative or regulatory proceeding, official investigation, inquiry or hearing into the performance of **Professional Services** in respect of the **Project** by the **Insured** 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**.
- 5.16. **Proposal** means the proposal form and any other information submitted by the Insured in applying for this insurance.
- 5.17. **Senior Counsel** means a Senior Counsel to be mutually agreed upon by the **Company** and the **Insured** or, in the absence of agreement, to be appointed as per law of India.
- 5.18. **Schedule** means the schedule attached to the **Policy** and signed by an Authorised Representative of the Company.
- 5.19. **Terrorism** means an act or acts by any person or group of persons or government causing or threatening to cause any harm of any nature for political, religious, ideological, ethnic or similar purpose and/or to intimidate or influence any government or the public or any section of the public
- 6. Conditions**
- 6.1. **Material Change to Risk** - It is a condition precedent to cover under the **Policy** that the **Insured** must, within 30 days of a material change to the risk that is the subject of the **Policy**, notify the **Company** in writing of that change. In that event, **The Company** reserves the right to impose additional terms and conditions and to charge an additional premium.
- 6.2. **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 **Loss, Defence Costs, Sub-Limits of Liability** and any other amounts insured under the **Policy**.
- 6.3. **Excess** - The **Company** will only pay in respect of each **Loss** (or alleged **Loss**) 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.
- 6.4. **Third Parties** - A person who is not a party to the **Policy** shall have no right under the Contracts Act to enforce any of its terms.
- 6.5. **Assignment** - The **Policy** and any rights under or in respect of it cannot be assigned without the **Company's** prior written consent.
- 6.6. **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.
- 6.7. **Notices** - Any notice given to the **Company** under the **Policy** must be in writing and sent to the address specified in Claims Condition 4.1. A notice served by post, if not received earlier, is taken to have been received on the next day after posting. A notice served by fax is taken to be served only if a complete and correct transmission report is received and it is taken to be received by the addressee (whether it is in fact received or not) on the day of transmission.
- 6.8. **Governing Law** - The Policy is governed by the law of India.
- 6.9. **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.

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

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

6.10. **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:

- a) 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".
- b) Make no admission of liability or offer promise of payment without the **Company's** written consent.
- c) 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.
- d) 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**

6.11. **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** 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

6.12. **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.

6.13. **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.

6.14. **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.

6.15. **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.

7. GRIEVANCE REFRESSAL PROCEDURE

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
- 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 The Company Ltd.
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 the Company at the following address

Policy Wording

Signature Plus Professional Indemnity Insurance
Policy for Construction Projects

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

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 mentioned 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

Names of Ombudsman and Addresses of Ombudsmen Centers

Office Details	Jurisdiction of Office Union Territory, District
AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	State of Gujarat and Union Territories of Dadra and Nagar Haveli and Daman and Diu.
BENGALURU - Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	State of Karnataka
BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	State of Madhya Pradesh and Chattisgarh
BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	State of Orissa
CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	State of Punjab, Haryana (excluding 4 districts viz Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh.
CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	State of Tamil Nadu and Union territories – Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).
DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504	Delhi, 4 districts of Haryana viz Gurugram, Faridabad, Sonapat and Bahadurgarh)

Email: bimalokpal.delhi@ecoi.co.in GUWAHATI - Shri Kiriti .B. Saha Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD - Shri I. Suresh Babu Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	State of Andhra Pradesh, Telangana and Yanam – a part of Territory of Puducherry
JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	State of Rajasthan
ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	State of Kerala and Union Territory of (a) Lakshadweep, (b) Mahe - a part of Puducherry
KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands
LUCKNOW - Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Srivasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
MUMBAI - Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	State of Goa and Mumbai Metropolitan Region excluding Areas of Navi Mumbai & Thane

Policy Wording

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

<p>NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in</p>	<p>State of Uttaranchal and the Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farukkabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in</p>	<p>States of Bihar and Jharkhand</p>
<p>PUNE - Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in</p>	<p>State of Maharashtra, Area of Navi Mumbai and Thane but excluding Mumbai Metropolitan Region.</p>