

SBI GENERAL SINGLE PROJECT PROFESSIONAL INDEMNITY POLICY WORDING

Notes

This insurance contract is established on the basis of the declarations and representations made and Documents submitted (including the Proposal form) by the Insured and Insured's Agent(s)/broker(s) to the Company, all of which constitute an integral part of this contract of insurance.

This contract, combined with the Policy schedule, contains the full insurance terms, conditions, definitions, exclusions, extensions and limitations. Please read the entire Policy carefully and keep it safe. This Policy and the Policy schedule, along with extensions if any and endorsements if any, terms and conditions is a legal contract between the Insured and the Company. Please examine it thoroughly to ensure it meets your requirements and that you understand its terms and conditions. If it does not, please advise the Company immediately.

If the Insured shall make any Claim knowing the same to be false or fraudulent, as regards any amount or otherwise, this contract shall become void at the option of the Company and all rights hereunder shall be forfeited.

PREAMBLE

This Policy consists of

- i. the Policy wording; and
- ii. each endorsement issued by the Company and attached to and intended to be attached to the Policy wording or intended by the Company to form part of this Policy; and
- iii. the Policy Schedule.

The Policy wording and the Policy Schedule are to be read together. Any word or expression given a specific meaning in SECTION 3, DEFINITIONS, will mean the same wherever else it appears in bold face type (unless specially stated otherwise).

OPERATIVE CLAUSE

Upon receipt of written Proposal and declaration and in consideration of payment of the premium from the Insured (as named in the Policy Schedule), SBI General Insurance Company Limited (hereafter referred to as "the Company") agrees to indemnify the Insured as per the Insuring clause contained hereafter.

SECTION 1: INSURING CLAUSE

Subject to the terms, conditions, deductible, endorsements, exclusions, all the definitions contained herein and the schedule attached to and forming part of the Policy or otherwise endorsed hereon, the Company agrees to indemnify such loss for which the Insured is held legally liable to pay arising out of any Wrongful Act in performance of Professional Services.

1.1. Professional Liability

The Company will indemnify the Insured against Legal liability the Insured incurs in respect of a Claim arising out of a wrongful act in the performance of the Professional Services for the Project

1.2. Advancement of Defence Costs

The Company will pay for Defence Costs as and when these costs are incurred by the Insured with prior consent of the Company in respect of a Claim covered under Insuring Clause 1.1 or under any applicable extension subject to the terms and conditions of this insurance in respect of matters which have a

direct relevance to any claim made or which might be made against the Insured provided such Claim or Claims are the subject matter of indemnity under the Policy.

However, each Insured shall repay to the Company all payments of Defence Costs incurred on 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 Deductible and form a part of the Limit of Liability.

SECTION 2 : POLICY EXTENSIONS

Subject to the terms, conditions, deductible, endorsements, exclusions, all the definitions contained herein and the schedule attached to and forming part of the Policy or otherwise endorsed hereon (unless otherwise expressly excluded), the Company further agrees to extend the coverage provided under the Policy under each extension as mentioned hereunder; ; the inclusion of any Policy extension shall not automatically increase the aggregate Limit of Liability. The applicable sublimit in respect of each extension is expressly mentioned in the Policy Schedule.

2.1 Court attendance costs

The Company agrees to provide for court attendance fees incurred by employees of Insured, or by partners, principals, or directors of Insured's if they are legally compelled to attend a Legal proceeding as a witness in a Claim covered by this Policy.

The sublimit under this extension shall be as mentioned in the schedule of the Policy and no Deductible shall apply. This sublimit shall be within the Limit of Liability and not in addition to the aggregate Limit of Liability as mentioned in the schedule.

2.2 Defamation

The Company agrees to indemnify the Insured against Legal liability incurred by the Insured in respect of any Claim made against the Insured arising out of the performance of Professional Services alleging any defamation, libel and/or slander.

No cover is provided under this extension for any Claim arising from any intentional defamation, libel or slander.

2.3 Dishonesty of Employees

Notwithstanding the exclusion Number 7.13 Fraud & Dishonesty, the Company agrees to pay on behalf of, or indemnify the Insured who is not the actual perpetrator, against the Legal liability because of any dishonest and fraudulent conduct or act committed by any employee of the Insured, while performing their Professional Services.

This coverage does not apply to any person, company or any other entity in respect of Legal liability arising out of any dishonest, criminal, fraudulent or malicious conduct or act committed by or with the consent or condoned by or within the knowledge of the Insured or in respect of a Claim arising out of, or in any way connected with loss of Money.

2.4 Estates and legal representatives

The Company agrees to include in the definition of 'Insured' the Spouse, estate, heirs, legal representatives or assigns of Insured's in the event of the death or incapacity of Insured in respect of a Legal liability that would have been covered by Insuring clause had it been if Insured were alive or had capacity,

provided that such estate, heirs, legal representatives or assigns shall observe and be subject to all terms of this Policy in so far as they can apply.

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.

2.5 Intellectual Property Rights

The Company agrees to pay on behalf, or indemnify the Insured against Legal liability incurred by the Insured in respect of a Claim arising from the performance of Professional Services alleging infringement of Intellectual Property Rights by the Insured, excluding patents and trade secrets 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 infringement of patents and trade secrets
- c) arising out of or in any way connected with lack of due diligence, noncompliance of statutory or regulatory guidelines on the part of the Insured and its employees.
- d) arising out of or in any way connected with:
 - (i) legal or regulatory proceedings brought within the United States of America and/or Canada or any of their territories 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 or any of their territories.

The onus of proof that such infringement was unintentional lies with Insured.

2.6 Insurance Preparation Costs

The Company will pay on behalf of or indemnify the Insured for the Insured's reasonable and necessary professional fees or other related external expenses, incurred at the Company's request in the preparation of a submission for a Claim that would be covered under this Policy.

2.7 Loss of Documents

The Company will pay on behalf of or indemnify the insured the costs resulting from the loss of third-party data and/or documents for which the insured is held legally liable and that during the period of insurance the third-party data and/or documents that have been destroyed, damaged, lost, distorted, erased or mislaid, or after due diligent search cannot be found provided that such loss, damage or destruction must solely result from the performance of Professional Services by the Insured

Provided that:

- i. the loss is discovered and reported to the Company by the Insured during the period of insurance..
- ii. such Liability will be limited to reimbursement of reasonable costs and expenses incurred by Insured to replace or restore such data and/or documents and shall not extend to any consequential or indirect loss; and
- iii. the Company will not be liable under this extension to pay the loss in respect of damages to documents caused by gradual deterioration, wear and tear, or the action of moths

or vermin or any computer virus or any act or omission by any person who is not a director, partner or employee.

- iv. Total liability in respect of all Claims made under this extension shall not exceed limit as specified under the Policy Schedule.

2.8 Mitigation Cost

The Company will indemnify the Insured for the reasonable direct costs and expenses to be incurred by the Insured which the Company is satisfied are necessary as a result of reasonable and necessary rectification or mitigation action taken by the Insured during the Policy Period to avoid or reduce the amount of any Claim that would be covered under this Policy, provided that each of the following conditions precedent are required to be met before the Company shall become liable to indemnify:

- (i) the Insured first became aware of the facts that might give rise to the Claim during the Policy period;
- (ii) the Company is informed in writing during the Policy period of the circumstance likely to give rise to the Claim that would be covered under this Policy and the rectification or mitigation action and costs likely to be incurred to avoid or reduce the amount of any Claim that would be covered under this Policy;
- (iii) direct costs and expenses shall not include any element of profit or loss of profit, costs and expenses of materials or Professional Services, which results in an increased quality from that specified in the relevant contract, nor any element of overheads, staff remuneration, standing idle time or management time of the Insured; and
- (iv) the Company has consented in writing to the payment of such direct costs and expenses before work is carried out, such consent not to be unreasonably withheld.

Total liability in respect of all Claims made under this extension shall not exceed the limit as specified under the Policy Schedule.

2.9 Joint Ventures

The Company will indemnify or pay on behalf of the Insured any loss due to Legal liability arising from the performance of Professional Services in connection with any association or joint venture of which the Insured forms part; provided, however, that the Company shall only be liable for the proportion that represents the Insured's liability in such association or joint venture. No cover is provided to any associate or joint venture partner of the Insured.

2.10 Newly Created or Acquired Entity or Subsidiary

If during the Policy period the Insured acquires or creates a new Subsidiary then that legal entity shall be covered as a Subsidiary under this Policy with effect from the date of acquisition or creation, provided it is in the same business activity as the Insured, unless at the time of such acquisition, the legal entity:

- i. Is domiciled in the United States of America or Canada, its territories and possessions and any state or political subdivision thereof;
- ii. Is a Financial Institution
- iii. Has assets greater than the Acquisition Threshold of 25%

If the new Subsidiary does not gain coverage because of the conditions mentioned above, then the Insured must divulge full information of the new Subsidiary for the Company's assessment of the increased exposure and the Company may then agree at their absolute discretion to extend cover in return

for the payment of additional Premium and/or amendments to the terms of this Policy.

Cover under this extension shall only apply in respect to any Claim against the Subsidiary arising from the Professional Services provided or required to be provided after the date of acquisition or the date the Subsidiary was formed or the retroactive date whichever is later.

2.11 Outgoing Principals and Employees

The Company agrees to indemnify or pay on behalf of former principals, partners, directors and employees of the Insured in respect of Legal liability incurred by the Insured under the Insuring Clause , only in respect of the work performed in the capacity while being a principal, partner, director or employee of the Insured during the Policy Period.

For the purpose of this extension the following is added in the definition, Section 3.11

- v. Former principals, partners, directors and employees of the Insured with respect to the conduct of insured's business.

2.12 Professional Inquiry Costs

The Company will indemnify or 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, 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 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 Company during the Policy period.
- (c) an Insured is legally required to attend such Professional Inquiry
- (d) if the Company decides that representation by a solicitor is necessary (such decision to be at the sole discretion of the Company) than the Company shall select one of the Legal Panel to provide such legal representation and the Company shall have the discretion as to the barrister and/or experts to be appointed.

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

2.13 Public Relations Expenses

The Company will indemnify or pay on behalf of the Insured the reasonable fees, costs and/or expenses incurred by the Insured up to the Sublimit of Liability as mentioned in the Schedule for the use of a public relations consultant provided that the fees, costs and/or expenses are incurred:

- (i) with the prior written consent of the Company; and
- (ii) for the purpose only of mitigating the adverse effect, or the potential to have an adverse effect, on the Insured's or Subsidiary's reputation where the Professional Services performed by the Insured have given, or could give, rise to a Claim.

2.14 Vicarious Liability Extension

The Company agrees to indemnify or pay on behalf of the Insured in respect of any Claim made against Insured arising from any act, error or omission committed or alleged to have been committed by any third party for whose acts, errors or

omissions Insured is held legally liable, provided that such coverage shall not extend to any such third party.

SECTION 3: DEFINITIONS

Wherever used in this Policy in bold face type, the following definitions shall apply.

3.1 "Agent"

means a natural person, company or other entity who has or had a subsisting written contract with the Insured under which the Insured engages the natural person or company or other entity to act for or on behalf of the Insured, but only with respect to the performance of Professional Services for and on behalf of the Named Insured

3.2 "Asbestos"

means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

3.3 "Bodily Injury"

means any actual, alleged or threatened physical injury, death, illness or disease of or to any person at any time including humiliation, mental anguish or mental injury or shock.

3.4 "Claim"

means any written demand or legal proceedings for compensation made by a third party 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 covers as provided under the Policy

3.5 "Company"

means SBI General Insurance Company Limited.

3.6 "Defence Costs"

means:

- (a) reasonable fees, 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 representation of the Insured in the investigation, settlement, defence or appeal of any Claim covered under the Policy Defence Costs does not include loss of earnings, salaries, wages, allowances, fees, commissions, awards, bonuses, travel or accommodation expenses or other remuneration or benefits paid by an Insured to its principals, partners, directors, officers or Employees or the costs of any Insured's time or any outstanding fees or receivables payable by any third party.

3.7 "Deductible"

means the amount the Insured must first bear in relation to each Occurrence, as mentioned in the schedule. The deductible applies to all amounts payable under this Policy including defence cost.

The Insured shall bear the Deductible for each and every Claim, the amount or percentage of the Limit of Liability per any one accident so stipulated in the Policy Schedule attached to the Policy. This Deductible shall be applicable to Claims, inclusive of Defence Cost arising out of any one accident. The Company's liability shall attach for the Claim in excess of such Deductible.

3.8 "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.

3.9 Extended Reporting Period

means the period of time specified in the Policy Schedule, unless the Policy is cancelled, in which event the Extended Reporting Period shall end on the effective date of the cancellation.

3.10 Fraud/Dishonesty

means fraudulent and/or dishonest conduct of an Employee:

- (i) not condoned, expressly or implicitly by any principal, partner or director of the Insured; and
- (ii) that results in liability of an Insured

3.11 "Insured"

means:

- i. Any Entity and its subsidiaries specified as the Insured in the Schedule
- ii. Any natural person, who is a principal, partner or director of the Insured or any subsidiary only with respect to the conduct of Insured's business.
- iii. Any Employee only for acts within the scope of their employment or while performing duties related to the conduct of Insured's business.
- iv. Any temporary contractual labour, self-employed person, labour only sub-contractors, solely under contract with, and under the direction and direct supervision of the Insured or any subsidiary only with respect to the conduct of Insured's business.

3.12 "Intellectual Property Rights"

means any intellectual property, licenses, copyright, trademark, service mark, registered designs, drawings, drawings, pass off;

- (ii)

3.13(iii) "Limit of Liability"

means the applicable Limit of Liability specified in the Policy Schedule.

It is the Company's total liability to pay compensation, Claimant's costs, fees and expenses and Defence cost shall not exceed the Limit of Liability stated in the Policy Schedule in the form of Any One Accident (AOA) Limit and the Aggregate Limit.

i. Any One Accident (AOA) Limit

Any one Accident (AOA) Limit is the most the Company will pay for the sum of damages for Loss for Claim arising out of any one Occurrence. Any such sums the Company pay will reduce the amount of the applicable Aggregate Limit available for any other payment.

If the applicable Aggregate Limit has been reduced to an amount that is less than the Any One Accident (AOA) Limit, the remaining amount of such Aggregate Limit is the most that will be available for any other payment.

ii. Aggregate Limit

Subject to the Any One Accident (AOA) Limit, the Aggregate Limit is the most the Company will pay for the sum of damages for Loss.

Any damages the Company pay will reduce the Limit of Liability. Payments made by the Company by way of the Defence Cost and Supplementary Payments under this insurance contract will reduce the Limit of Liability. The Company's obligations hereunder end when the Company has used up the applicable Limit of Liability.

3.14 "Loss"

means:

(a) the amount for which an Insured is held legally liable for damages or defence costs or both payable by the Insured pursuant to an award or judgment entered against the Insured;

(b) settlements negotiated by The Company and consented to by the Insured;

(c) settlements negotiated by the Insured but only with the prior written consent of the Company.

Loss does not include any:

(i) amounts uninsurable at law;

(ii) Taxes

(iii) 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;

(iv) fines or penalties.

(v) non compensatory damages including exemplary, multiplicative, aggravated, liquidated, multiple or punitive damages;

All Loss attributable to one source or originating cause shall be deemed as one Loss.

3.15 "Money" means shares, bonds, currency, coins, bank notes, bullion, precious metals, gems, jewelry, coupons, stamps, cheques, travellers' cheques, registered cheques, postal orders and Money orders.

3.16 "Occurrence" means a Wrongful Act which results in Claim neither expected nor intended from the Insured's standpoint. All Claim arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one Occurrence and one deductible will apply.

3.17 "Policy" means this Policy wording, any endorsements to it, the Policy Schedule and the Proposal.

3.18 "Period of Insurance"

means the period commencing from the retroactive date as shown in the Policy Schedule and terminating on the expiry date as shown in the Policy Schedule.

3.19 "Policy period"

means the period commencing from effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Policy Schedule, unless the Policy is cancelled in which event the Policy period will end on the effective date of the cancellation.

3.20 "Policy Schedule"

means the schedule of the Insurance or any endorsement schedule provided by the Company

3.21 "Pollution"

means pollution or contamination of the atmosphere or of any water, land, or other tangible property.

3.22 "Pollutant"

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, noise, acids, alkalis, compounds, chemicals, including derivatives, mold or waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

3.23 "Professional Inquiry"

means any administrative or regulatory proceeding, official investigation conducted by or on behalf of a statutory authority,

inquiry or hearing into the performance of Professional Services by the Insured for 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.

3.24 "Professional Services"

means one or more of the following services, duties or activities performed by the Insured in a professional capacity under a subsisting contract, in accordance with all relevant laws, regulations and Industry code of practice:

- (i) professional design, including advice in relation to design;
- (ii) technical specification;
- (iii) technical information and advice;
- iv) technical calculation;
- (v) feasibility studies;
- (vi) programming and time flow management;
- (vii) project survey;
- (viii) quantity surveying;
- (ix) project management;
- (x) construction supervision and management;
- (xi) drafting;
- (xii) inspection; and
- (xiii) training in respect of (i) to (xii) above,

provided always that the above services are performed by or under the direct supervision of a properly qualified and registered engineer, architect, or surveyor, or any other person who is a Properly Qualified Person or under the direct supervision and control of a Properly Qualified Person providing a professional service of a skilful character according to an established discipline with respect to the Professional Services being performed or supervised for the Project.

Professional Services shall not include:

- a. supervision by an Insured of its own or its subcontractors' workmanship where such supervision is no different from that which would be expected of an Insured if it only had a workmanship and/or a management obligation or
- b. environmental protection, workplace health and safety or industrial relations matters which would normally be overseen by a building contractor.

3.25 "Project "

Means the Project as mentioned in the Policy Schedule

3.26 "Proposal"

means the Proposal form and any other document (s) or information submitted by the Insured in applying for this insurance.

3.27 "Retroactive Date"

Means the date as mentioned in the Policy Schedule.

3.28 "Subsidiary"

means companies in which the Insured, either directly or indirectly through one or more of its Subsidiaries;

- i. controls the composition of the board of directors;
- ii. controls more than half of the voting power; or
- iii. holds more than half of the issued share capital.

For any Subsidiary or any Insured thereof, cover under this Policy shall only apply to Wrongful Acts committed while such entity is a Subsidiary of the Insured

3.29 "Territory & Jurisdiction"

means the Territory and Jurisdiction as specified in the Policy schedule.

3.30 "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.

3.31 "Transaction"

means any one of the following events:

- (i) the Insured consolidates with or merges into any other entity; or
- (ii) the Insured sells 90% or more of its assets to any other person or entity or group of persons and/or entities acting in concert; or
- (iii) any person or entity or group of persons and/or entities acting in concert acquire more than 50% of the issued share capital of the Insured; or
- (iv) an administrator, liquidator or receiver is appointed to the Insured

3.32 "Wrongful Act"

means any negligent act, error or omission committed solely in the performance of or failure to perform Professional Services and includes all related wrongful acts and all series of continuous, repeated or related wrongful acts.

SECTION 4: NOTIFICATION AND EXTENSION CLAUSE

Should the Insured notify the Company during the Period of Insurance in accordance with General Condition 8.1 of any specific event or circumstance which the Insured expect may give rise to a Claim or Claims which form the subject of Liability by this Policy then acceptance of such notification means that the Company will deal with any Claims subsequently arising from such circumstance(s) and such Claim or Claims shall be considered to have been made during the Policy period or the Extended Reporting Period, if applicable, in which the circumstances were first reported to the Company. The extension granted under this clause will be subject to the Claim being made against the Insured within three (3) years from such notice to the Company.

SECTION 5: SUPPLEMENTARY PAYMENTS

Subject to all of the terms and conditions of this insurance the Company will pay, with respect to a Claim to which this insurance applies

- i. reasonable expenses (other than defence cost) incurred by the Insured at the request of the Company to assist in the investigation, defence or settlement of such Claim or Claims which are the subject of Liability by the Policy;
- ii. interest on the full amount of a judgment that accrues after entry of the judgment and before the Company has paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Liability.

Such expenses are called 'Supplementary Payments' and it shall serve to reduce the Limit of Liability of this Policy as stated in the Policy Schedule.

Supplementary Payments do not include any fine or other penalty.

The Company's obligations hereunder end when the Company has used up the applicable Limit of Liability

SECTION 6: CLAIMS SERIES CLAUSE

For the purpose of this Policy, where a series of and/or several Claim are attributable directly or indirectly to the same cause, all such Claim shall be added together and all such Claim shall be treated as one Claim and such Claim shall be deemed to have been made at the point in time when the first of the Claims was made in writing. There shall, however, be no coverage for Claims made arising from one specific cause, which are made later than 3 years after the first Claim of the series.

SECTION 7: EXCLUSIONS

This Insurance shall not apply to any liability or loss arising from or out of or due to or based upon or attributable to or in consequence of:

7.1 Antitrust

any actual or alleged violation of any law or regulation in relation to antitrust, competition or restraint of trade;

7.2 Asbestos

asbestos, asbestos fibres or derivatives of asbestos.

7.3 Assumed Liability and Performance Guarantees:

- (i) liability assumed by an Insured (whether contractually or otherwise) which would otherwise not attach to that Insured and which exceeds the duty of care and skill ordinarily required of the type of Professional Services provided; or
- (ii) guarantee, bond or warranty given in relation to the provision of Professional Services;

7.4 Bodily Injury/ Property Damage

Bodily Injury or Property Damage unless resulting from a wrongful act by the Insured in the providing the Professional Services for the Project.

7.5 Buildings, Land & real property

The ownership, management, possession, maintenance or use by or on behalf of the Insured of any land or buildings or any other real property.

7.6 Consequential Loss

any consequential Loss or losses arising out of or due to or in the course of performance of Professional Services .

7.7 Contractual Liability

Any liability:

- (i) assumed by the Insured under any contract unless the Insured would in any event be legally liable in the absence of such assumed liability; or
- (ii) incurred prior to such Third Party becoming an Insured as a direct consequence of the Insured purchasing or acquiring another business or contract.

7.8 Commercial Management

- (i) any actual or alleged failure by any Insured or other party acting for the Insured to procure or maintain financing or funds for any payment under the Project;
- (ii) any actual or alleged failure by any Insured or other party acting for the Insured to effect or maintain any form of insurance, surety or bond or any guarantee given for a debt.
- (iii) the insolvency, receivership, administration, bankruptcy or liquidation of the Insured or any party involved in the construction.

- (iv) the refund of any professional fees;
- (v) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief; or
- (vi) any employment related compensation or benefits including but not limited to any salary, wages, commission or bonus, or overheads, charges or expenses of any Insured.

7.9 7 Costs and Time

- (i) any failure by any Insured or other party acting for an Insured to make an accurate pre-assessment of the cost of performing Professional Services; or
- (ii) any estimates or statements regarding costs for the construction, installation, fabrication, erection and/or testing and commissioning with respect to the Project or parts thereof; or
- (iii) any estimates or statements regarding the required for the time for construction, installation, fabrication, erection and/or testing and commissioning with respect to the Project or parts thereof.

7.10 Delay

Any actual or alleged liability arising out of delay in performing, failing to perform or failing to complete or failing to begin any Professional Services or any liability arising out of or due to abandonment of the Project to which this insurance applies.

7.11 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 Agent

7.12 Employment Practices

arising out of, based upon or attributable to any actual or alleged harassment, discrimination or other wrongful employment practices.

7.13 Fraud & Dishonesty

- (a) any Fraud/Dishonesty committed by any Insured or Agent. This Exclusion will only apply in the event that any of the above is established by final adjudication by a judicial or arbitral tribunal against or any written admission (that has not been withdrawn) by the respective Insured or Agent.
- (b) any Wrongful Act which is uninsurable under the law.

7.14 Infrastructure

any:

- (i) mechanical failure;
- (ii) electrical interruption or failure including any power interruption, surge, brown out or black out; or
- (iii) telecommunications or satellite systems failure, unless such failure arises from a wrongful act by an Insured;

7.15 Insured Vs Insured

brought by or on behalf of any Insured against another Insured;

7.16 Insolvency

arising out of, based upon or attributable to the insolvency, liquidation, administration or receivership of the Insured.

7.17 Intentional Acts

arising out of, based upon or attributable to any intentional wrongful act by an Insured;

7.18 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.

7.19 Pollution

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

7.20 Prior Claims/Circumstances/Inquiry

- i. any written demand or legal proceedings for compensation or Professional Inquiry made, threatened, intimated against or involving the Insured for the Professional Services rendered prior to the commencement of the Policy period that might give rise to a Claim under the Policy;
- ii. any facts and or circumstances 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;
- iii. any facts and or circumstances that might give rise to a Claim under the Policy which have been reported, or which can be or could have been reported, to any other Insurance Company under any insurance Policy entered into before the commencement of the Policy period;

7.21 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.

7.22 Retroactive Date

any Wrongful Act committed or allegedly committed prior to the Retroactive Date.

7.23 War, Terrorism & Nuclear

- (i) war (whether declared or not), civil disturbance or riot;
- (ii) 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.
- (iii) ionising radiation or contamination by radioactivity from any nuclear fuel or any waste from the combustion of nuclear fuel; or
- (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear weapon, installation, reactor or other nuclear assembly or nuclear component thereof.

7.24 Workmanship

any defective workmanship (including without limitation, defective physical construction work, erection, installation, repair or service), defective materials, defective products, or any defective materials, workmanship or production techniques used in the actual manufacture of any product. This Exclusion shall not apply where such liability solely arises from the performance of Professional Services.

7.25 Deliberate, Conscious And Intentional Acts

The Company shall not indemnify any Loss or Damage arising out of or due to or caused by the dishonest, deliberate, conscious, criminal, fraudulent or intentional or malicious act or conduct committed by or with the consent or knowledge of the Insured.

SECTION 8: GENERAL CONDITIONS

8.1 Notification of Claim

The Insured shall give written notice to the Company as soon as reasonably practicable within a period of 30 days from the date of Occurrence of an event which may result in a Claim under this Policy, but not later than the expiry of Policy or applicable extended reporting period, of any Claim made against the Insured (or any specific event or circumstance that may give rise to a Claim being made against the Insured) and which forms the subject of Liability under this Policy and shall give all such additional information as the Company may require. Every Claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the Insured.

8.2 Defence and Settlement

The Company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured the defence of any Claim and will have full discretion in the conduct of any proceedings and in the settlement of any Claim and having taken over the defence of any Claim, may relinquish the same.

All amounts expended by the Company in the defence settlement or payment of any Claim will reduce the Limit of Liability specified in the Policy Schedule. In the event the Company, in its sole discretion, chooses to exercise its right pursuant of this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, what the Company's liability or obligations would have been had it not exercised its rights under this condition.

8.3 Consent

No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.

8.4 Claim Co-operation

The Insured shall give all such information and assistance as the Company may reasonably require. The Insured shall at all times in addition to their obligations set out in General Condition 8.1 above provide such information to and co-operate with the Company or their appointed representative.

On the Occurrence of any Loss within the scope of cover under the Policy, the Insured shall allow the Investigator or any representative of the Company to inspect the material items and assist and not hinder or prevent the Company or any of its representatives in pursuance of their duties on happening of Loss.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this Policy, in terms of the other clauses in the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.

8.5 Change of Control

The Company shall not be liable to make any payment in connection with any Claim arising out of, based upon or attributable to a Wrongful Act committed after the occurrence of a Transaction.

If during the Policy Period an administrator, liquidator or receiver is appointed to a Subsidiary, then the cover provided under this Policy with respect to such Subsidiary is amended to apply only to Wrongful Acts committed prior to the date of such appointment.

8.6 Material Change in Risk

The Insured shall give notice as soon as reasonably practicable

of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this Policy was effective, and the Company may amend the terms of this Policy according to the materiality of such change.

8.7 Claim Settlement

The Company may at any time pay to the Insured in connection with any Claim or series of Claims under this Policy, to which the Limit of Liability applies, the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such Claims can be settled and upon such payment and/or settlement being made, the Company shall relinquish the conduct and control of and be under no further liability in connection with such Claims.

8.8 Policy Interpretation & Construction

The Policy and the Policy Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Policy Schedule shall bear such specific meaning wherever it may appear. The terms, conditions and exclusions of this Policy (and any phrase or word contained therein) shall be interpreted in accordance with Indian Law.

8.9 Premium Adjustment

Where the premium is based on the Insured's estimates, the Insured shall keep accurate records and after expiry of the Period of Insurance, declare as soon as possible such details as the Company require. The premium shall then be adjusted and any additional premium as the case may be collected from the Insured.

8.10 Other Insurance

The insurance afforded by this Policy is excess over any other valid and collectable insurance available to the Insured. Valid and collectable insurance includes any self-insurance plan which would be applicable to the Loss.

8.11 No Reinstatement of Limit of Liability

In the event of liability arising under the Policy or the payment of Claim under the Policy, the Limit of Liability per Any One Year under the Policy shall get reduced by the extent of quantum of liability paid or to be paid in respect of such Claim. Under no circumstances, it shall be permissible to reinstate the Limit of Liability to the original level, even on payment of extra premium unless specifically agreed and endorsed for.

8.12 Cancellation

In case of any fraud, misrepresentation, or suppression of any material fact either at the time taking the Policy or any time during the currency of this Policy or the earlier policies, Company may at any time cancel this Policy by sending the Insured 15 days notice by registered letter or email, at the Insured's last known address or email id provided and in such event Company shall refund to the Insured a pro-rata' premium for unexpired period of Insurance subject to no Claim has occurred up to date of cancellation. Company shall, however, remain liable for any Claim which arose prior to the date of cancellation except in case of any fraud, misrepresentation or suppression of any material fact either at the time of taking the Policy or at any time during the currency of this Policy

The Insured may cancel this Policy at any time by giving notice in writing to The Company, in which case The Company will retain the short period rate as per the following table for the time the Policy has been in force.

The above is applicable provided there is no reported Claim under the Policy during the period of Insurance. In case of any

reported Claims under the Policy, no refund of premium shall be allowed.

Short Period Rate Chart

Period (Not exceeding)	Rate
10% of Policy period.	25% of the Policy Premium
20% of Policy period.	35% of the Policy Premium
30% of Policy period.	50% of the Policy Premium
40% of Policy period.	60% of the Policy Premium
60% of Policy period.	75% of the Policy Premium
80% of Policy period.	85% of the Policy Premium
Exceeding 80% of Policy period.	Full Policy Premium

If Claims have been notified or payments have been made under this Policy then the premium shall be deemed to be fully earned and no refund of premium will be due.

8.13 Reasonable Care

The Insured shall exercise reasonable care that only competent and qualified Employees are employed to perform the Professional Services at all times and shall take all reasonable steps to prevent Occurrence and to comply with all statutory or other obligations and regulations imposed by any authority and shall maintain the Project premises and all ways, works, machinery and plant in sound condition. In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied immediately and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

8.14 Fraudulent/willful act or misrepresentation of facts

The Policy shall be null and void ab initio and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular in the Proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a Claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf or if any Loss or Legal liability be occasioned by the willful act or with the connivance of the Insured to obtain any benefit under this Policy.

8.15 Subrogation

In the event of payment under this Policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any Claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or Liability, to which the Company shall be or would become entitled or subrogated.

8.16 Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the courts of India and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

8.17 Arbitration clause

"The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996."

8.18 Currency of transaction

Premiums, Limit of Liability, Deductible, Loss and other amounts under this insurance contract are deemed to be expressed and payable in Indian Rupees currency only unless specifically agreed. If judgment is rendered, settlement is denominated or another element of Loss is expressed in currency other than Indian Rupees, then the payment under this insurance shall be made in Indian Rupees only at prevailing exchange rate on the date that the final judgment is rendered (please review as the Insurer shall be at a disadvantage since the premium was paid in Indian Rupees and the Loss should be paid as on the date of loss), the amount of the settlement is agreed upon or the other element of Loss is due, respectively.

8.19 Changes

This insurance may be amended by a written endorsement from the date of such endorsement which becomes part of this insurance. The endorsement must be signed by one of the Company's authorised representatives.

8.20 Legal Action

No person or organisation has a right under this insurance to join the Company as a party or otherwise bring the Company into a Suit seeking damages from an Insured or sue the Company on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organisation may sue the Company to recover on an agreed settlement or on a final judgment against an Insured obtained after an actual trial in a Legal proceeding or arbitration or other alternative dispute resolution proceeding but the Company will not be liable for any damages, Loss, cost or expense not payable under the terms and conditions of this insurance or in excess of the applicable Limits of Insurance.

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of India. If any person or organisation sues the Company on this insurance or as a result of a dispute arising out of, in connection with or relating to this insurance, then such legal proceeding against the Company must be brought in and determined exclusively in the courts of India.

SECTION 9: CONDITIONS PRECEDENT TO LIABILITY OF THE COMPANY

It is hereby understood and agreed that this insurance shall not apply to and does not cover any liability, whatsoever for any Claim in respect of Loss or Losses directly or indirectly (exclusively or partially) arising out of, resulting from, or in consequence of failure of the Insured to meet the following conditions, these are the conditions precedent to the Company's liability:

9.1 Insured has taken required government / regulatory approvals and has followed related rules & regulations;

9.2 Insured maintains satisfactory details in respect of record keeping and traceability of the Professional Service and provide the same to the Company (as and when required by the Company or any representatives appointed by the Company for verification and authentication of such records in respect of the Claim);

9.3 Insured's Professional Services follows Regulated Safety guidelines applicable to the country where the services are rendered;

9.4 Retroactive coverage is applicable on following conditions being complied with

- i. no break/gap in between the insurance periods;
- ii. no known or reported Losses for last 5 years, unless declared to the Company before inception of Policy and agreed by the Company;
- iii. the insurance has been Claims made and reported during the Policy Period since the retroactive date;
- iv. Retroactive cover is restricted to limit/coverage in place during relevant Policy period. (but retroactive cover not exceeding this Policy coverage);

9.5 Insured has to notify in writing to the Company of the Claims made against the Insured or any adverse incident that might lead to a Claim under this Policy. This notification must be given to the Company within Policy period or applicable extended reporting period.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable.

9.6 Grievance Redressal Procedure

Stage 1

If you are dissatisfied with the resolution provided above or for lack of response, you may write to head.customercare@sbigeneral.in. We will look into the matter and decide the same expeditiously within 14 days from the date of receipt of your complaint.

Stage 2

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may send your Appeal addressed to the Grievance Redressal Officer at : gro@sbigeneral.in or contact at 022-45138021.

List of Grievance Redressal Officers at Branch: Our branch Grievance Redressal Officer's list is available at the link:<https://content.sbigeneral.in/uploads/0449cac1bcd144bb/b160d3f6b714fbdb.pdf>/

Stage 3

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may register your complaint with IRDAI on the below given link:

<https://bimabharosa.irdai.gov.in/Home/Home>

Stage 4

If your grievance remains unresolved from the date of filing your first complaint or is partially resolved, you may approach the Insurance Ombudsman falling in your jurisdiction for redressal of your grievance.

The details of the Insurance Ombudsman can be accessed at <https://www.cioins.co.in/Ombudsman>

You may approach the nearest Insurance Ombudsman for resolution of the grievance.

The contact details of Ombudsman offices are attached as Annexure I to this Policy Document.

Annexure 1

Names of Ombudsman and Addresses of Ombudsmen centers

Areas of Jurisdiction	Office of the Insurance Ombudsman		
Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu	Shri Collu Vikas Rao Insurance Ombudsman 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@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Shri Somnath Ghosh Insurance Ombudsman 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@cioins.co.in
Karnataka	Mr Vipin Anand Insurance Ombudsman 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@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.	Shri N. Sankaran Insurance Ombudsman 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 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in
Madhya Pradesh, Chhattisgarh	Shri R. M. Singh Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Rajasthan	Shri Rajiv Dutt Sharma Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhwani Singh Marg, Jaipur – 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in
Odisha	Shri Manoj Kumar Parida Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.	Shri G. Radhakrishnan Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in
Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.	Mr Atul Jerath Insurance Ombudsman 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 Email: bimalokpal.chandigarh@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.	Ms Kiran Sahdev Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annex, 7th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in
Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).	Shri Somnath Ghosh Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Banda, Hamirpur, Chitrakoot, Allahabad, Mirzapur, Sonhabdara, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Unnao, Lucknow, Sitapur, Lakhimpur, Biharpur, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santakbirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	Shri. Atul Sahai Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in
Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.	Ms Sunita Sharma Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).	Ms Susmita Mukherjee Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annex, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/ 29/30/31 Email: bimalokpal.mumbai@cioins.co.in

State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Bulandshehar, Budaun, Etah, Etawah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Farrukhabad, Firozbad, Gautam Buddh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	Shri Bimbadhar Pradhan Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in
Bihar, Jharkhand.	Ms Susmita Mukherjee Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in
Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).	Shri Sunil Jain Insurance Ombudsman 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@cioins.co.in
The updated details of Insurance Ombudsman are available on IRDA website: www.irdai.gov.in , on the website of General Insurance Council: www.gicouncil.in , our website www.SBI Generaleneral.in	

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