



WITH YOU ALWAYS

PROFESSIONAL LIABILITY SINGLE PROJECT PROFESSIONAL INDEMNITY

UIN: IRDAN108P0004V01201415

POLICY WORDINGS

Tata AIG General Insurance Co. Ltd.

Registered Office:

Peninsula Business Park, Tower A, 15th Floor,

G.K. Marg, Lower Parel, Mumbai – 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170

Email: customersupport@tataaig.com Website: www.tataaig.com

IRDA of India Registration No: 108 CIN:U85110MH2000PLC128425

All cover under this Policy is afforded solely with respect to Claims first made against an Insured during the Policy Period and reported to the Insurer as required by this Policy.

In consideration of the payment of the Premium and subject to the terms and conditions of this Policy, the Insurer and the Policyholder agree as follows:

1. Cover

1.1 Professional Liability

The Insurer shall pay on behalf of an Insured all Loss resulting from a Claim for any Breach of Duty by an Insured, except any Loss relating to Dishonesty which must be brought under the applicable coverage extension and coverage will be provided under the terms of that applicable coverage extension only.

2. Extensions

2.1 Intellectual Property

The Insurer shall pay on behalf of an Insured all Loss resulting from any Claim for Infringement by an Insured.

2.2 Defamation

The Insurer shall pay on behalf of an Insured all Loss resulting from any Claim for Defamation by an Insured.

2.3 Inquiry Attendance Expenses

The Insurer shall pay on behalf of any person described in this Section 2.3 (i) and (ii) Attendance Expenses incurred in relation to an Inquiry at the daily rates set out below for each day of attendance at that Inquiry:

- (i) INR..... per day for any principal, partner, officer or director of an Insured (or any other person occupying these positions by whatever title given); and
- (ii) INR..... per day for any Employee.

No Retention shall apply to this Extension.

2.4 Loss of Documents

Notwithstanding Section 5.4 (Bodily Injury and Property Damage), the Insurer shall pay on behalf of an Insured all Loss resulting from any Claim for damage to or destruction, loss (whether temporary or permanent), distortion, erasure or misplacement of any Third Party Document for which an Insured is legally responsible, provided that the damage to or destruction, loss (whether temporary or permanent), distortion, erasure or misplacement of such Document:

- (i) occurs during the Policy Period in the course of the performance or non-performance of Construction Professional Services; and
- (ii) is unintentional.

2.5 Extended Reporting Period

The Insurer shall pay on behalf of an Insured all Loss resulting from any Claim first made against an Insured and notified to the Insurer during the Extended Reporting Period provided that such Claim arises out of a Wrongful Act first committed or alleged to have been committed on or after the Retroactive Date and prior to the end of the Policy Period.

2.6 Mitigation Costs

The Insurer shall indemnify an Insured for all Mitigation Costs and Professional Fees incurred to reduce the ultimate legal liability of an Insured, provided that it shall be a condition precedent that the following are met:

- (i) no Claim has been made by the potential claimant in respect of the circumstance(s) identified in paragraph (ii) below;

(ii) proper notification of the relevant circumstance(s) is made to the Insurer by the Insured in accordance with Section 6.6 (Circumstances) and in any event prior to the Insured incurring any Mitigation Costs or Professional Fees;

(iii) Mitigation Costs are reasonably and necessarily incurred by the Insured and the Mitigation Costs are paid directly or indirectly to each potential claimant for the principal purpose of avoiding a Claim(s) being made by that potential claimant for a specific Breach of Duty(s);

(iv) Professional Fees are reasonably and necessarily incurred by the Insured to negotiate and facilitate the payment of Mitigation Costs;

(v) if the circumstance(s) identified in paragraph (ii) above had given rise to a Claim made by the potential claimant, the Claim would have resulted in a legal liability of the Insured to the potential claimant;

(vi) the liability of the Insurer under this Extension shall not exceed the liability that would have existed under this policy if the Claim had been made against the Insured by the potential claimant;

(vii) the Insured shall not incur any Mitigation Costs or Professional Fees without the prior written consent of the Insurer, such consent not to be unreasonably withheld or delayed.

3. Optional Extensions

The Extensions under Section 3 shall apply only where specified in Item 9 of the Schedule and are subject to any Sublimits of Liability specified in Item 9 of the Schedule.

3.1 Sudden and Accidental Pollution

Subject to Exclusion 5.18 (Pollution), the Insurer shall pay on behalf of an Insured all Loss resulting from any Claim for a Breach of Duty by an Insured arising out of the actual, alleged or threatened sudden, accidental and unexpected presence, discharge, dispersal, release, migration or escape of any Pollutant other than nuclear or radioactive materials.

3.2 Dishonesty

Notwithstanding Exclusion 5.15 (Misdemeanors), the Insurer shall pay on behalf of an Insured all Loss resulting from any Claim in respect of the Dishonesty of an Employee provided that Insured shall not have been involved in, nor should reasonably have been aware of such Dishonesty.

4. Definitions

4.1 "Additional Named Insured"

means the entities specified in Item 5 of the Schedule.

4.2 "Attendance Expenses"

mean all reasonable fees, costs and expenses (including but not limited to travel and incidental costs) incurred by an Employee, principal, partner, officer or director of an Insured, with the Insurer's prior written consent, in relation to any legally compelled attendance by that person at an Inquiry, but shall not include any wages, salaries and other remuneration or overhead paid or incurred in connection with an Inquiry.

4.3 "Bodily Injury"

means physical injury, sickness, disease or death; and if arising out of the foregoing nervous shock, emotional distress, mental anguish or mental injury.

4.4 "Breach of Duty"

means any actual or alleged breach of duty, negligent act, error, omission, misstatement, misleading statement, breach of

warranty of authority committed in good faith or breach of confidentiality, all in the course of providing Construction Professional Services.

4.5 "Claim"

means any:

- (i) written demand against an Insured; or
- (ii) civil or administrative proceeding brought against an Insured, for Damages or any other legal remedy in respect of an actual or alleged Wrongful Act.

4.6 "Construction Professional Services"

mean, in connection with the Project, the performance by an Insured of a contract for: (i) architectural services; (ii) engineering services; (iii) design or specification services; (iv) supervision in respect of construction works; and/or (v) the conduct of feasibility studies or survey under the direction and control of a Qualified Person.

4.7 "Damages"

mean any amount that an Insured is legally liable to pay to a Third Party in respect of a judgment or arbitral award rendered against that Insured in respect of a Claim or for settlement of a Claim negotiated by the Insurer or by the Insured with the Insurer's prior written consent as provided for under Section 6.4 (Settlement).

In respect of the Extension under Section 2.4 (Loss of Documents) only, Damages shall also include any costs and/or expenses reasonably incurred by an Insured in replacing or restoring any Document provided that:

- (i) the relevant Document is lost or damaged while it is: (1) in transit; or (2) in the custody of an Insured or of any person to whom the Insured has entrusted it in the course of performance of the Construction Professional Services;
- (ii) the lost or misplaced Document has been the subject of a reasonable and diligent search by or on behalf of the Insured;
- (iii) the amount of any Claim in respect of such costs and/or expenses shall be supported by documentary evidence approved by the Insurer (or a person nominated by the Insurer and consented to by the Insured); and
- (iv) the Insurer shall not be liable for any Claim arising out of wear and tear, gradual deterioration, moth and vermin and/or other matters beyond the Insured's control.

4.8 "Defamation"

means any actual or alleged libel or slander by reason of words written, spoken or broadcasted committed unintentionally in the course of providing Construction Professional Services.

4.9 "Defence Costs"

mean all reasonable fees, costs and expenses incurred by or on behalf of an Insured in the investigation, defence, adjustment, settlement or appeal of a Claim but shall not include lost earnings or wages, salaries 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.

4.10 "Dishonesty"

means any dishonest and/or fraudulent conduct of an Employee:

- (i) not condoned by (whether expressly or implicitly); and
- (ii) that results in liability of an Insured.

4.11 "Document"

means a document of any nature whatsoever including but not limited to computer records and electronic or digitised data but

shall not include any currency, negotiable instrument or records thereof.

4.12 "Employee"

means a natural person who is or becomes during the Policy Period engaged as an employee under a contract of employment with the Insured but shall not include any: (i) director, officer, partner or principal; or (ii) consultant, independent contractor or sub-contractor of the Insured.

4.13 "Extended Reporting Period"

means the period of time specified in Item 7 of the Schedule unless the Policy is cancelled in which event the Extended Reporting Period shall end on the effective date of the cancellation.

4.14 "Infringement"

means any infringement of the intellectual property right of any Third Party (other than patents and Trade Secrets) committed unintentionally in the course of providing Construction Professional Services.

4.15 "Inquiry"

means any civil, criminal, regulatory or administrative investigation in relation to the affairs of an Insured in connection with the provision of Construction Professional Services for which a notice specifying that Insured as the subject of the investigation and compelling the attendance by him in court or at a tribunal is first served during the Policy Period and notified to the Insurer in accordance with this Policy.

4.16 "Insured"

means:

- (i) the Policyholder and its Subsidiaries;
- (ii) any Additional Named Insured;
- (iii) a natural person who is or becomes during the Policy Period a principal, partner, director or officer (or any other person occupying these positions by whatever title held) of any entity or person described in Sub-Section 4.16(i) or (ii);
- (iv) an Employee of any entity or person described in Sub-Section 4.16(i) or (ii) above;
- (v) any consultant, independent contractor or sub-contractor under contract (including temporary contracts) with, and under the direction and direct supervision of any entity or person described in Sub-Section 4.16(i) or (ii) above; and

but only during the provision of Construction Professional Services by the relevant party in the capacities described above.

Insured also includes any estate or legal representative of any Insured described in Sub-Section 4.16(iii), (iv) or (v) above for Loss arising from a Claim against that Insured for a Wrongful Act committed when providing Construction Professional Services.

4.17 "Insurer"

means the entity specified in Item 14 of the Schedule.

4.18 "Limit of Liability"

means the amount specified in Item 8 of the Schedule being the maximum amount of liability of the Insurer under this Policy.

4.19 "Loss"

means Damages and/or Defence Costs but shall not include any: (i) taxes (including any fines or penalty referred to as a tax in tax legislation); (ii) non-compensatory damages (including but not limited to punitive, multiple, exemplary and liquidated damages); (iii) fines or penalties; (iv) costs and expenses incurred in complying with an order for, grant of or agreement to provide

injunctive or other non-monetary relief; (v) benefits, overhead, charges or expenses paid or incurred by an Insured; (vi) costs incurred by an Insured in correcting or re-performing any Construction Professional Services; or (vii) matters which may be deemed uninsurable under the law governing this Policy and/or the jurisdiction in which a Claim is brought.

Loss shall also include Mitigation Costs and Professional Fees, but only to the extent set out in Extension 2.6 -- Mitigation Costs.

4.20 "Mitigation Costs"

means reasonable and necessary payments to a potential claimant to reduce the ultimate legal liability of the Insured. In no event shall Mitigation Costs include: (a) payments which are not otherwise covered under the policy; or (b) other costs or overheads of an Insured.

4.21 "Policy"

means the terms and conditions contained in this document, any endorsement attached to it, the Schedule and the proposal form submitted by the **Policyholder** and/or any **Insured** when applying for the **Policy** and all information and documentation accompanying it.

4.22 "Policyholder"

means the entity or natural person specified in Item 1 of the Schedule.

4.23 "Policy Period"

means the period of time specified in Item 6 of the Schedule unless the Policy is cancelled in which event the Policy Period will end on the effective date of the cancellation.

4.24 "Pollutant"

means any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise including asbestos, smoke, vapour, soot, fibres, mould, spores, fungus, germs, fumes, acids, alkalis, nuclear or radioactive materials of any sort, chemicals and wastes. For the purpose of this Policy, waste shall include any materials to be recycled, reconditioned or reclaimed.

4.25 "Premium"

means the amount specified in Item 12 of the Schedule as may subsequently be adjusted in accordance with an endorsement to this Policy.

4.26 "Professional Fees"

means reasonable and necessary fees, costs and expenses of appropriately qualified professionals appointed with the Insurer's prior written consent. In no event shall Professional Fees include: (a) fees, costs and expenses which are not otherwise covered under the Policy, or (b) other costs or overheads of an Insured.

4.27 "Project"

means the project specified in Item 3 of the Schedule.

4.28 "Property Damage"

means damage to or loss or destruction of tangible property or loss of use of tangible property.

4.29 "Qualified Person"

means an Insured with five years or more experience in one or more of the areas described in Section 4.6 (Construction Professional Services) or a person recognised as a member or associate of the CIPTC, ICP, IIA or similar professional body in any country.

4.30 "Retention"

means the applicable amount specified in Item 10 of the Schedule and payable by an Insured before the Insurer becomes liable to make any payments under this Policy.

4.31 "Retroactive Date"

means the date specified in Item 11 of the Schedule.

4.32 "Subsidiary"

means, in relation to the Policyholder, any company or entity in which the Policyholder, either directly or indirectly through one or more of its subsidiaries (as defined in this Section 4.36 -- Subsidiary):

- (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 or equity.

Cover for a Subsidiary and/or any entity or person covered under the Policy by reason of it / them being affiliated to the relevant Subsidiary in the manner described under Sub-Sections 4.16(iii), (iv), (v) and (vi) under this Policy shall only apply if a Wrongful Act is / was committed while such entity is / was a Subsidiary.

4.33 "Third Party"

means any entity or natural person, but shall not include: (i) any Insured; or (ii) any other entity or natural person having a financial interest or executive role in the business of any Insured or its Subsidiaries.

4.34 "Trade Secret"

means information that derives actual or potential economic value from not being generally known to the public and not being readily ascertainable through proper means by any person who can obtain economic advantage from its disclosure or use.

4.35 "Wrongful Act"

means any Breach of Duty, Infringement, Defamation or Dishonesty (if applicable) in connection with the Project.

5. Exclusions

This policy shall not cover Loss in connection with any Claim:

5.1 *Antitrust*

arising out of, based upon or attributable to any actual or alleged violation of any law or regulation in relation to antitrust, competition or restraint of trade;

5.2 *Asbestos*

arising out of, based upon or attributable to the manufacture, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials or products containing asbestos or asbestos fibers or dust or any obligation of an Insured to indemnify any party for Damages arising out of any of the heretofore referenced;

5.3 *Assumed Liability and Performance Guarantees*

arising out of, based upon or attributable to any:

(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 Construction Professional Services provided; or

(ii) guarantee, bond or warranty given in relation to the provision of Construction Professional Services;

5.4 *Bodily Injury and Property Damage*

arising out of, based upon or attributable to Bodily Injury or Property Damage unless such Bodily Injury or Property Damage:

(i) arises from an actual or alleged failure by an Insured to comply with any legal requirement in relation to the standard

of care, diligence and/or expertise in the provision of Construction Professional Services;

- (ii) arises solely from an actual or alleged Defamation covered under this Policy.

The Exclusion under Section 5.4 (Bodily Injury and Property Damage) shall not apply to any Property Damage otherwise covered under Section 2.4 (Loss of Documents);

5.5 *Costs Assessment*

arising out of, based upon or attributable to any failure by an Insured or other party acting on behalf of the Insured to make an accurate pre-assessment of the costs of performing Construction Professional Services;

5.6 *Employers Liability*

arising out of, based upon or attributable to Bodily Injury suffered by any person, whilst under a contract of employment, service or apprenticeship with the Insured or for any breach of any obligation owed by the Insured as an employer;

5.7 *Failure to Insure*

arising out of, based upon or attributable to:

- (i) an Insured's failure to obtain or maintain any bond, suretyship or insurance; or
- (ii) an Insured's advice to any party as to the requirements for obtaining or maintaining any bond, surety ship or insurance (or the failure by the Insured to give such advice);

5.8 *Financing Obligations*

arising out of, based upon or attributable to the Insured's failure to procure or maintain any financing or funds for any payment under the Project;

5.9 *Infrastructure*

arising out of, based upon or attributable to 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 Breach of Duty by an Insured;

5.10 *Insolvency*

arising out of, based upon or attributable to the insolvency, administration or receivership of an Insured;

5.11 *Insured versus Insured*

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

5.12 *Intentional Acts*

arising out of, based upon or attributable to any intentional Breach of Duty by an Insured;

5.13 *Investigations*

arising out of, based upon or attributable to any civil, criminal, regulatory or administrative investigation unless such investigation relates solely to the provision of or failure to provide Construction Professional Services for such entity;

5.14 *Manufacturing Liability*

arising out of, based upon or attributable to any defect in the design or manufacture of any product;

5.15 *Misdeeds*

arising out of, based upon or attributable to any criminal, dishonest or fraudulent conduct by an Insured provided that any such conduct has been admitted to by the Insured or established

by a regulatory body, a court or a tribunal and in such event, the Insurer shall be reimbursed for all Loss paid in connection with such Claim.

This Exclusion shall not apply to any matter otherwise covered under Section 3.2 (Dishonesty);

5.16 *Nuclear Contamination*

arising out of, based upon or attributable to any nuclear or radioactive reaction or contamination occurring under any circumstances;

5.17 *Patent or Trade Secret*

arising out of, based upon or attributable to the breach of licences in respect of the Infringement or misappropriation of any patents or Trade Secrets;

5.18 *Pollution*

arising out of, based upon or attributable to:

- (i) the actual, alleged or threatened presence, discharge, dispersal, release, migration or escape of any Pollutant;
- (ii) any direction, request or effort to: (a) test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any Pollutant; or (b) respond to or assess the effects of any Pollutant.

This Exclusion shall not apply to any matter otherwise covered under Section 3.1 (Sudden and Accidental Pollution);

5.19 *Prior Claims or Circumstance*

- (i) made prior to or pending at the date of inception of this Policy; or
- (ii) arising out of, based upon or attributable to any circumstance that, as at the date of inception of this Policy, should reasonably have been expected by an Insured to give rise to a Claim;

5.20 *Trade Debts*

arising out of, based upon or attributable to any: (i) trading debt incurred by an Insured; or (ii) guarantee given by an Insured for a debt;

5.21 *War or Terrorism*

arising out of, based upon or attributable to any war (whether declared or otherwise), terrorism, sabotage, force of arms, hostilities (whether declared or undeclared), rebellion, revolution, civil disorder, insurrection, usurped power, confiscation, nationalisation or destruction of or damage to property by or under the order of any government authority or any other political or terrorist organisation or any other warlike, military, terrorist or guerrilla activity;

5.22 *Workmanship*

arising out of, based upon or attributable to any defective workmanship by or on behalf of an Insured;

5.23 *Wrongful Employment Practices*

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

6. **Claims**

6.1 *Notification of Claims*

The Insured shall, as a condition precedent to the obligations of the Insurer under this policy, give written notice to the Insurer of any Claim first made against the Insured as soon as practicable and during the Policy Period. All notifications must be in writing or by facsimile, and addressed as required in the Claims Notice Item on the Schedule.

6.2 Joint Defence

It is a condition precedent to the Insurer's liability to make any payment for Loss under this Policy that all acts, circumstances, events or Claims in respect of which a claim is made under this Policy shall be addressed, investigated, managed, defended, settled or otherwise resolved under a joint defence as between all Insureds and that each Insured shall cooperate with the Insurer as may reasonably be requested by the Insurer in connection with such investigation, management, defence, settlement and/or resolution. The Insurer shall not be liable to make any payment or indemnify any person under this Policy in respect of any act, circumstance, event or Claim unless it is investigated, managed, defended and/or otherwise resolved in accordance with this Section 6.2 (Joint Defence).

6.3 Counter Claims

It is a condition precedent to the Insurer's liability to make any payment for Loss under this Policy that an Insured shall not assert any Claim, counter-claim, cross-claim or third party claim ("Counter Claims") in respect of any Claim under this Policy against another Insured (whether for negligence, contribution, indemnification, subrogation or otherwise and regardless of the amount of the Counter Claim) and it is a further condition precedent to the Insurer's liability to make any payment for Loss under this Policy that all Insureds waive, release and relinquish any such Counter Claim to the extent of the coverage available under this Policy (regardless of whether this waived amount exceeds the Retention). The Insurer shall not be liable to make any payment or indemnify any person in respect of any act, circumstance, event or Claim under this Policy unless the Insured complies with the requirements under this Section 6.3 (Counter Claims).

6.4 Settlement

It is a condition precedent to the Insurer's liability to make any payment for Loss under this Policy that an Insured shall not admit or assume any liability, enter into any settlement agreement, consent to any judgment or incur any Defence Costs in relation to any Claim without the prior written consent of the Insurer. The Insurer shall not be liable to make any payment or indemnify any person under this Policy unless such settlement, judgment and/or Defence Costs has been consented to by the Insurer. The Insurer's consent shall not be unreasonably withheld provided that the Insurer shall be entitled to exercise all of its rights under the Policy.

The Insurer shall, subject to an Insured's written consent, have the right to settle a Claim on behalf of an Insured as it, in its sole and absolute opinion, deems expedient. Where an Insured does not grant its consent to a proposed settlement in relation to a Claim, the Insurer's liability in respect of all Loss in relation to that Claim shall not exceed the amount of the proposed settlement together with all Defence Costs incurred up to the date on which such settlement was proposed in writing by the Insurer, less any coinsurance and applicable Retention.

6.5 Related Claims

Where an Insured gives notice of a Claim to the Insurer in accordance with the terms and conditions of this Policy: (i) any subsequent Claim alleging, arising out of, based upon or attributable to the facts alleged in that previously notified Claim; and (ii) any subsequent Claim alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged in that previously notified Claim, shall be deemed to be made against the Insured and notified to the Insurer at the time notice of the first Claim was given. Any Claim or Claims arising out of, based upon or attributable to (i) the same cause; (ii) a single Wrongful Act; or (iii) a series of continuous, repeated or related Wrongful Acts, shall constitute a single Claim for the purpose of this Policy.

6.6 Circumstances

If, during the Policy Period, an Insured becomes aware of any circumstance which may reasonably be expected to give rise to a Claim, the Insured shall notify the Insurer and provide: (i) the reasons it anticipates the Claim; and (ii) full particulars of the circumstance including the date, acts and persons involved, and provided that notification has been given in accordance with this Section 6.6 and the Insurer accepts such report as a notification of circumstances under the Policy, any Claim subsequently made against an Insured alleging, arising out of, based upon or attributable to or alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged or described in the notification of the circumstances previously reported to the Insured shall be deemed to be first made against the Insured and notified to the Insurer at the time the circumstances were first notified to the Insurer.

6.7 Allocation

If any written demand is made or civil or administrative proceeding brought against an Insured that involves matters that are covered and those that are not covered under this Policy, then the Insurer shall only pay such amount to the Insured as, in the Insurer's sole and absolute opinion, fairly and properly reflects the amount of Loss arising from those matters that are covered under this Policy.

Any dispute in relation the amount determined by the Insurer in accordance with this Section 6.7 (Allocation) shall be resolved in accordance with Section 9.3 (Arbitration).

6.8 Fraudulent Claims

If an Insured gives notice of any Claim or makes a claim for Loss under this Policy with knowledge that such notice or claim is false or fraudulent (whether as regards the amount claimed or otherwise), such Claim or Loss shall be excluded from cover under this Policy and the Insurer shall have the right, in its sole and absolute discretion, to avoid any or all of its obligations under this Policy or to void this Policy in its entirety in which event all cover for Claims or Loss under the Policy (including payments of Loss already made) shall be forfeited and all Premium shall be deemed fully earned and non-refundable.

7. Purchase and Administration

7.1 Policy Purchase

In granting cover to the Insured, the Insurer has relied upon the statements and particulars in the proposal together with any attachments and other information supplied by the Policyholder, the Insured and/or any Additional Named Insured. These statements, attachments and information are the basis of cover and shall be incorporated into and constitute part of this Policy. If the Insurer becomes entitled under the terms of this Policy to avoid the Policy or to vary the cover under the Policy, the Insurer may at its sole and absolute discretion maintain the Policy in full force but exclude any Claim which ought to have been disclosed before the inception of the Policy or any variation in cover.

7.2 Administration

The Policyholder shall, before and after the inception of this Policy, have the authority to act on behalf of each Insured in relation to: (i) the negotiation and entering into of the terms and conditions of this Policy and any endorsement; (ii) exercising the rights of any Insured under this Policy; (iii) the giving of any notice under this Policy; (iv) the payment of Premium under this Policy; (v) the resolution of any dispute under the Policy; and (vi) the receipt of any payment to an Insured under this Policy.

8. Limit and Retention

8.1 *Limit of Liability*

The total amount of liability of the Insurer under this Policy shall not exceed the Limit of Liability. Amounts payable under any Sublimits of Liability, Extensions, as Defence Costs and during the Extended Reporting Period shall form part of the Limit of Liability and are not payable in addition to the Limit of Liability. The inclusion of more than one Insured under this Policy shall not increase the total amount of liability of the Insurer under this Policy.

8.2 *Retention*

The Insurer shall only be liable for any amount of Loss (including any Defence Costs) in excess of the Retention. The Retention shall be borne by the Insured and shall remain uninsured. A single Retention shall apply to Loss arising from all Claims alleging the same Wrongful Act. The Insurer may, in its sole and absolute discretion, advance all or part of the Retention in which event any amount so advanced shall be reimbursed by the Insured to the Insurer on demand.

8.3 *Other Insurance or Indemnification*

Unless otherwise required by law, cover under this Policy is provided only as excess over any self-insurance or other valid and collectable insurance, unless such other insurance is written only as specific excess insurance over the Limit of Liability. This Policy shall not cover Defence Costs of any Claim where another insurance policy imposes upon another insurer a duty to defend such Claim.

If such other insurance is provided by the Insurer or any AIG Company (AIG), then the maximum amount payable by AIG under all such policies shall not exceed the Limit of Liability of that policy referred to above which has the highest applicable Limit of Liability. Nothing contained herein shall be construed to increase the Limit of Liability of this Policy.

9. General Provisions

9.1 *Assignment*

This Policy and any rights under or in respect of it cannot be assigned without the prior written consent of the Insurer.

9.2 *Cancellation*

by Policyholder

This Policy may be cancelled by the Policyholder at any time only by mailing written prior notice to the Insurer or by surrender of this Policy to the Insurer or its authorised agent. In such cases, if no Claim has been made and no circumstance has been notified prior to such cancellation the Insurer shall retain the customary short rate proportion (expired portion of Premium plus handling charges) of the Premium. Otherwise the Premium shall not be returnable and shall be deemed fully earned at cancellation.

by Insurer

In the event of non-payment of Premium, this Policy will be cancelled by the Insurer, as if the Policy had never been in existence, upon the Insurer delivering to the Policyholder by registered, certified, other first class mail or other reasonable delivery method, at the address of the Policyholder set forth in the Schedule, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. Proof of mailing or delivery of such notice shall be sufficient proof of notice and this Policy shall be deemed cancelled as to all Insureds at the date and hour specified in such notice.

9.3 *Arbitration*

Any and all disputes or differences which may arise under, out of, in connection with or in relation to this policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s). In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties. The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.

The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time. It is a condition precedent to any right of action or suit upon this policy that the award by such arbitrator or arbitrators shall be first obtained. In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

9.4 *Insolvency*

Subject to the provisions of Exclusion 5.10 (Insolvency), the insolvency, receivership or bankruptcy of any Insured shall not affect the Insurer's obligations under this Policy.

9.5 *Interpretation*

Section headings are for reference only and shall not affect the meaning of the provisions of this Policy. Words and expressions in the singular shall include the plural and vice versa. References to male shall include the female and neuter genders and vice versa. Words in bold typeface are defined and have the meanings set out in Section 4 (Definitions). Words not specifically defined have the meanings normally attributed to them. References to items of the Schedule are to the Items in the Schedule of this Policy. Phrases introduced by the terms "including", "include" "in particular" or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms. References to a specific legislation include amendments to and re-enactments of that legislation.

9.6 *Scope and Governing Law*

This Policy shall apply to any Claim made against an Insured anywhere in the world.

Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with the laws of India and in accordance with the English text as it appears in this policy.

9.7 *Subrogation*

Where any amount is paid under this Policy in respect of a Claim, the Insurer shall be subrogated to all rights of recovery of the Insured (whether or not the Insured has been fully compensated for its actual loss). The Insurer shall be entitled to pursue and enforce such rights in the name of the Insured and the Insured shall provide the Insurer with all reasonable assistance and co-operation in this regard including the execution of any necessary documents. The Insured shall not do anything to prejudice the Insurer's rights of recovery. Any amount recovered in excess of the Insurer's total payment under this Policy (less any cost of recovery) shall be returned to the Insured. The Insurer shall not exercise any right of recovery against an Employee unless the Claim is brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of that Employee. The Insurer may at its sole discretion waive any of its rights of subrogation pursuant to this Section 9.7 (Subrogation).

9.8 Validity

This Policy shall not bind the Insurer unless the Schedule is signed by the Insurer or an authorised representative or authorised agent of the Insurer.

Grievance Lodgment Stage

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to contact us through below channels:

Call us 24X7 toll free helpline 1800 266 7780

Email us at customersupport@tataaig.com

Write to us at : Customer Support, Tata AIG General Insurance Company Limited

A-501 Building No. 4 IT Infinity Park, Dindoshi, Malad (E), Mumbai - 400097

Visit the Servicing Branch mentioned in the policy document

Nodal Officer

Please visit our website at www.tataaig.com to know the contact details of the Nodal Officer for your servicing branch.

After investigating the grievance internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet your expectations, you can write to manager.customersupport@tataaig.com. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt of your complaint.

Escalation Level 2

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head-Customer Services at head.customerservices@tataaig.com. After examining the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA of India under the Insurance Ombudsman Scheme. Given below are details of the Insurance Ombudsman located at various centers.

INSURANCE OMBUDSMAN CENTRES

Office of the Ombudsman	Address and Contact Details	Jurisdiction of Office Union Territory, District
AHMEDABAD	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	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	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	Karnataka
BHOPAL	Office of the Insurance Ombudsman, JanakVihar 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	Madhya Pradesh, Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest Park, Bhubneshwar - 751 009. Tel.: 0674 – 2596461/ 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
CHANDIGARH	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	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet	Tamil Nadu, Pondicherry Town and Karaikal (which, are part of

Professional Liability Single Project Professional Indemnity

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	CHENNAI - 600 018. Tel.: 044-24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Pondicherry).	LUCKNOW 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, Raebareli, Sravasti, Gonda, Ballia, Faizabad, Basti, Amethi, Kaushambi, Balrampur, Ambedkarnagar , Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Sidharathnagar
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011-23239633/ 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi		
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361-2132204/2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura		
HYDERABAD	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.: 040-65504123/ 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanamand part of Territory of Pondicherry.		
JAIPUR	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	Rajasthan		
ERNAKULAM	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	Kerala, Lakshadweep, Mahe- a part of Pondicherry		
KOLKATA	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	West Bengal, Sikkim, Andaman & Nicobar Islands		
			NOIDA 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	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshihar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah,

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		Farrukhabad, Firozbad, Gautambodhan agar, Kashganj, Ghaziabad, Hardoi,Hathras, Shahjahanpur, Hapur, Shamli, Rampur, Sambhal, Amroha, Kanshiramnagar, Saharanpur
PATNA	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	Bihar, Jharkhand
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Flr, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune-411 030. Tel.: 020-41312555 Email: bimalokpal. pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

Grievance Redressal Procedure:

As per Regulation 17 of IRDA of India (Protection of Policy holders Interests) Regulation. 2017.