

## MISCELLANEOUS PROFESSIONAL INDEMNITY PLUS

### Prospectus

#### Introduction

Miscellaneous Professional Indemnity Plus indemnifies the Insured for Damages resulting directly from a Claim first made against the Insured during the Period of Insurance or the Extended Reporting Period for a Wrongful Act, occurring on or after the Retroactive Date and prior to the end of the Period of Insurance, in the rendering of or failure to render Professional Services.

**Damages** means any amount the Insured shall be legally obligated to pay by judgments or by settlements provided always that the expression damages shall not include:

- Liquidated damages, fines, penalties, interests, taxes, fees or other charges imposed upon the Insured;
- It is referred to the conditions regarding defense and settlement section.

**Wrongful Act** means any actual or alleged act, error, neglect, or omission committed in the performance of, or failure to perform Professional Services.

**Professional Services** means only those services customary to an architect or engineer which are usually performed for others for a fee, such as - design, including advice in relation to design, in accordance with all relevant laws, regulations and industry codes of practice,

- drafting
- technical calculation and specification
- surveying
- technical advice
- inspection
- supervision
- training in respect of the above

It is understood and agreed that only those services qualify as Professional Services which have to be performed by the Insured as a specific requirement and are part of explicit obligations of the Insured agreed in a contract.

#### Extension of covers

The policy also includes following extensions and are subject to all the terms, conditions, exclusions and limitations of the Policy.

- I. Loss Mitigation
- II. Loss of Documents

### III. Libel and Slander

#### **Who can take this insurance?**

- Any Company/Organization involved in Professional Services.

#### **What the Policy does not cover?**

This policy does not cover liability in connection with below:

- Prior matters
- Dishonest and Fraudulent Acts
- Bodily Injury and Property Damage
- Damage to Work
- Libel and Slander
- Warranties and Guarantees
- Contractual Liability
- Incomplete Pricing
- Non-Completion of Professional Services
- Breach of Contractual Duty
- Insured's Own Fees, Costs, etc
- Goods and Products
- Faulty Workmanship
- Insurance and Financing
- Design of Vehicles
- Pollution
- Asbestos
- Radiation and EMF
- Terrorism
- Insolvency
- Intellectual Property
- Decennale
- Insured vs. Insured
- Management Liability
- Aggravated, punitive or exemplary damages, liquidated damages and fines or penalties

For complete list of exclusions, please refer the policy wordings

#### **What is the Sum Insured?**

In Miscellaneous Professional Indemnity Plus, the sum insured is referred to as Limit of Liability. Limit of Liability is the maximum amount in the aggregate which we will pay for all claims under the policy during the Period of Insurance. The Limit of Liability is to be decided by the Insured based upon their own and industry experience.

#### **TERRITORIAL LIMITS**

The territory limits will follow the policy schedule, policy form as extended.

### What to Do in Event of a Claim?

- Call Zurich Kotak General Insurance Company (India) Limited Call Centre on Toll Free No: 1800-266-4545 OR
- Send Letter via Post / Courier along with details of the loss - as far as practicable OR
- Email us at [care@zurichkotak.com](mailto:care@zurichkotak.com)
- Zurich Kotak General Insurance Company (India) Limited will depute an IRDAI licensed surveyor to attend to the loss, if required.
- Please provide necessary assistance to surveyor or company officials for finalization of loss.
- Please furnish required documents and any clarifications that may be sought.

### Grievance

For resolution of any query or grievance, You may contact the Our respective branch office or may call toll free number 1800 266 4545 or may write an e- mail at [care@zurichkotak.com](mailto:care@zurichkotak.com).

In case the You are not satisfied with the response, You may contact Our Grievance Officer at [grievanceofficer@zurichkotak.com](mailto:grievanceofficer@zurichkotak.com). In case if You are not satisfied with the solution the Grievance Officer has provided, You can write to [seniorgrievanceofficer@zurichkotak.com](mailto:seniorgrievanceofficer@zurichkotak.com) / [chiefgrievanceofficer@zurichkotak.com](mailto:chiefgrievanceofficer@zurichkotak.com).

However, if the resolution provided by Us is not satisfactory You may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal: <https://bimabharosa.irdai.gov.in>.

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at Our website: [www.zurichkotak.com](http://www.zurichkotak.com)

The updated details of Insurance Ombudsman offices are also available on the website of Council for Insurance Ombudsmen [www.cioins.co.in/Ombudsman](http://www.cioins.co.in/Ombudsman).

### Duty of Disclosure:

This Policy is issued in reliance upon the truth and completeness of the declarations, agreements, representations and warranties made in the written Proposal. Such declarations, agreements, representations and warranties are the basis of this Policy and are incorporated into and constituting a part of this Policy.

### Note:

For detailed Coverage, Exclusions, Conditions etc., it is recommended to go through the Specimen copy of the Policy Wording which can be collected from any of our branch or downloaded from company web site.

### STATUTORY WARNING - PROHIBITION OF REBATES (Under Section 41 of Insurance Act 1938)

1. No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to

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Zurich Kotak General Insurance Company (India) Limited. (Formerly known as Kotak Mahindra General Insurance Company Limited)  
CIN: U66000MH2014PLC260291; IRDAI Reg. No. 152; Registered & Corporate Office: 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai – 400063. Maharashtra, India. Toll free: 1800 266 4545; Email: [care@zurichkotak.com](mailto:care@zurichkotak.com); Website: [www.zurichkotak.com](http://www.zurichkotak.com)

take out or renew or continue an insurance in respect of any kind of risk relating to lives or property, in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the Insurer.

2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees

**LIST OF EXTENSIONS / ENDORSEMENTS**

<b>Sl No</b>	<b>Name of the Add-on Cover</b>	<b>UIN</b>
1.	Loss Mitigation	IRDAN152CPLB1011V01202526/A01012V01202526
2.	Loss of Documents	IRDAN152CPLB1011V01202526/A01013V01202526
3.	Libel and Slander	IRDAN152CPLB1011V01202526/A01014V01202526