

# SBI GENERAL SINGLE PROJECT PROFESSIONAL INDEMNITY

## **PROSPECTUS**

This Policy is designed to protect you against your legal liability to pay compensation for Civil Liability suffered by third party resulting from failure of your Professional Service to serve the purpose intended or failure to provide service in accordance with terms and conditions of a contract which is caused by wrongful act to which this insurance applies. It is a prudent risk mitigation practice to have such cover in place to protect your assets as a single incident may lead to heavy financial obligation.

#### WHY SBI GENERAL SINGLE PROJECT PROFESSIONAL INDEMNITY (SPPL) COVER?

SPPL Insurance cover provides protection for the Organisation and its subsidiaries for claims brought in respect of negligent Acts in the performance of professional services. The policy is meant to pay for defense expenses and damages and includes amounts that the insured is legally required to pay because of judgments, arbitration awards or the like rendered against the insured, or for settlements negotiated in accordance with the coverage afforded by the policy.

#### WHAT IS COVERED UNDER THE POLICY?

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.

The Company will also 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 the Policy subject to the terms and conditions of the policy 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.

#### STANDARD EXTENSIONS

Subject to the terms, 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 if opted; 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.

- 1. Court Attendance Cost
- 2. Defamation
- 3. Dishonesty of Employees
- 4. Estates and legal representatives
- 5. Intellectual Property Rights
- 6. Insurance Preparation Costs
- 7. Loss of Documents
- 8. Mitigation Cost
- 9. Joint Ventures
- 10. Newly Created or Acquired Entity or Subsidiary"
- 11. Outgoing Principals and Employees
- 12. Professional Inquiry Costs
- 13. Public Relations Expenses
- 14. Vicarious Liability Extension
- 15. And others as per Policy Wording



#### MAJOR EXCLUSIONS UNDER THE POLICY?

- 1. Antitrust
- 2. Asbestos
- 3. Assumed Liability and Performance Guarantees:
- 4. Bodily Injury/ Property Damage
- 5. Buildings, Land & real property
- 6. Consequential Loss
- 7. Contractual Liability
- 8. Commercial Management
- 9. Costs and Time
- 10. Delay
- 11. Employer's Liability
- 12. Employment Practices
- 13. Fraud & Dishonesty
- 14. Infrastructure
- 15. Insured Vs Insured
- 16. Insolvency
- 17. Intentional Acts
- 18. Licensing Inquiries
- 19. Pollution
- 20. And others as per Policy Wording

#### WHO SHOULD BUY THIS POLICY?

SBI General's SPPL policy provides customized insurance policies Including sophisticated insurance solutions for:

- · Architecture Design firms
- · EPC Companies,
- · Engineering Companies,
- · Architect Firms,
- · Construction Companies,
- Infrastructure Developers and Similar Companies.

#### **Policy Tenure:**

This is specific or single project policies, policy tenure depends on the project period.

#### **Limit of Liability:**

Limit of liability depends on contract value or contractual requirement or as requested by the Insured.

#### **Premium**

Premium rate depends on various factors such as limit of liability, past experience of the company, the past experience of the Management, nature of business, Type of Project, duration of project, cost of the project, any past claims etc.

## Cancellation of Policy:

As mentioned in the policy wordings.

### Admissibility of Claim:

This is legal liability policy, assessment of claim after receipt of claim notification the claims staff/officer/manager will validate the claim as follows:



- Policy in force at time of loss.
- Policy coverage including any extensions, exclusions, endorsements or add-ons.
- Details of incident including time, date, location, other parties or witnesses.
- Nature of damage or loss is consistent with details of the incident.
- Insured details including preferred method of communication and valid addresses (postal/email etc) and contact numbers.
- Supporting documentation required from the customer in order to assess the claim.
- Perform fraud checks to ensure the claim is valid under the policy.
- · If required appoint service provider.
- · Final court order.

## **Suggested Basic documentation**

- Claim Form duly filled in & signed.
- Copy of Letter or Legal Notice or summons received from Third Party(ies)
- A brief note on the circumstance on your letter head duly signed and stamped giving rise to a claim (details of wrongful act on part of the Insured)
- · Copy of all the Correspondence you had with the claimant on the incident.
- Give the details of Statue / Law under which in your opinion the liability may arise.
- Brief note on your (Insured's) response to the claim or the fact or circumstance that might give rise to a claim?
- What are your comments on the quantum of the claim and what is your estimate of your potential monetary liability, if any, to the claimant?
- Any other Document relevant to substantiate loss.

#### Note:

The documents mentioned above are suggested basic documents and further documents/Clarifications as deemed fit may be called upon on case-to-case basi

#### THIS PROSPECTUS

The details provided in the prospectus is only indicative and not exhaustive. This is not an insurance contract. Each Section cover is subject to terms and conditions, for complete details read in the SPPL wordings. You can get a copy of the policy wording from Our branch or from Our website www.sbigeneral.in.

#### **GRIEVANCE**

If you may have a grievance that requires to be redressed, you may contact the us with the details of the grievance through,

## 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 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 Mr. Virag Mishra 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/0449cac1bcd144bbb160d3f6b714fbbd.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.

Disclaimer: In the event of any question relating to interpretation of the insurance coverage, kindly refer policy wordings.