Policy Wording



EMPLOYMENT PRACTICES LIABILITY INSURANCE

In consideration of payment of the premium, and subject to the Schedule, limitations, conditions, provisions and other terms of this policy, the Company agrees as follows:

INSURING CLAUSE

 The Company shall pay on behalf of the Insureds all Loss for which the Insured becomes legally obligated to pay on account of any Claim first made against the Insured during the Policy Period or, if exercised, during the Extended Reporting Period, for a Wrongful Act committed, attempted, or allegedly committed or attempted, by such Insured before or during the Policy Period.

ESTATES AND LEGAL REPRESENTATIVES

 Subject otherwise to the Schedule, limitations, conditions, provisions and other terms of this policy, coverage shall extend to Claims for the Wrongful Acts of Insured Persons made against the estates, heirs, legal representatives or assigns of Insured Persons who are deceased or against the legal representatives or assigns of Insured Persons who are incompetent, insolvent or bankrupt.

DEFENCE AND SETTLEMENT

 The Company shall have the right and duty to defend any Claim covered by this policy. Coverage shall apply even if any of the allegations are groundless, false or fraudulent. The Company's duty to defend shall cease upon exhaustion of the Company's applicable Limit of Liability set forth in Item 4 of the Schedule.

The Company may make any investigation it deems necessary and may, with the written consent of the **Insured**, make any settlement of a **Claim** it deems expedient. If the **Insured** withholds consent to such settlement, the Company's liability for all **Loss** on account of such **Claim** shall not exceed the amount for which the Company could have settled such **Claim** plus costs, charges and expenses accrued as of the date such settlement was proposed in writing by the Company to the **Insured**.

The Insureds agree not to settle any Claim, incur any Defence Costs or otherwise assume any contractual obligation or admit any liability with respect to any Claim without the Company's written consent, which shall not be unreasonably withheld. The Company shall not be liable for any settlement, Defence Costs, assumed obligation or admission to which it has not consented.

The **Insureds** agree to provide the Company with all information, assistance and cooperation which the Company reasonably requests and agree that in the event of a **Claim** the **Insureds** will do nothing that may prejudice the Company's position or its potential or actual rights of recovery.

Defence Costs incurred by the Company, or by the **Insured** with the written consent of the Company, are part of and not in addition to the Company's applicable Limit of Liability set forth in Item 4 of the Schedule for this policy, and the payment by the Company of **Defence Costs** reduces such applicable Limit of Liability.

EXTENDED REPORTING PERIOD

4. If this policy is terminated or not renewed for any reason other than nonpayment of premium, any Insured shall have the right, upon payment of the additional premium set forth in Item 8(a) of the Schedule, to an extension of the coverage granted by this policy for the period set forth in Item 8(b) of the Schedule (Extended Reporting Period) following the effective date of termination or nonrenewal, but only for any Wrongful Act committed, attempted, or allegedly committed or attempted, prior to the effective date of termination or nonrenewal. This right of extension shall lapse unless written notice of such election, together with payment of the additional premium due, is received by the Company within thirty days following the effective date of termination or nonrenewal. Any Claim made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding Policy Period.

EXCLUSIONS

- The Company shall not be liable for Loss on account of any Claim made against any Insured:
 - (a) based upon, arising from, or in consequence of any circumstance if written notice of such circumstance has been given under any policy of which this policy is a renewal or replacement and if such prior policy affords coverage (or would afford such coverage except for the exhaustion of its limits of liability) for such Loss, in whole or in part, as a result of such notice;

- (b) based upon, arising from, or in consequence of any written demand for monetary damages, suit, formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document or order, decree or judgment entered against any Insured on or prior to the Pending or Prior Date set forth in Item 9 of the Schedule or the same orany substantially similar fact, circumstance or situation underlying or alleged therein;
- (c) for an actual or alleged violation of the responsibilities, obligations or duties owed by fiduciaries, trustees, administrators or any others charged with duties with respect to any superannuation, pension, profit sharing, health and welfare or other employee benefit plan or trust established or maintained for the purpose of providing pensions, annuities or any other form of benefits to employees of a Principal Organisation. This includes but is not limited to an actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (USA), the Indian Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Indian Employees State Insurance Act, 1948, the Indian Payment of Bonus Act, 1965, the Indian Payment of Gratuity Act, 1972, the Indian Maternity Benefits Act, the Indian Eactories Act, 1961 and amendments thereto or similar provisions of any country, territory, state or local statutory law or common law anywhere in the world;
- (d) for bodily injury, sickness, disease or death of any person or damage to or destruction of any tangible property, whether or not it is damaged or destroyed, including **Loss** of use thereof;
- (e) based upon, arising from, or in consequence of Pollution. However, this exclusion shall not apply to any Claim for wrongful dismissal, discharge or termination of employment of any claimant in retaliation for such claimant's actual or alleged (i) refusal to violate any federal, state, or local statutory law or common law regarding Pollution or (ii) disclosure regarding any actual or alleged Pollution by any Insured Organisation;
- based upon, arising from, or in consequence of any deliberately fraudulent act or omission by such **Insured** if a judgment or other final adjudication adverse to the **Insured** establishes such a deliberately fraudulent act or omission;
- (g) based upon, arising from, or in consequence of any actual or alleged obligation of any Insured pursuant to any workers' compensation, unemployment insurance, social security, disability benefits or similar law. However, this exclusion shall not apply to any Claim for any retaliatory treatment of any claimant by any Insured based upon such claimant's exercise of rights pursuant to any such law;
- (h) based upon, arising from, or in consequence of (i) any actual or alleged violation of any federal, state, territory or common law relating to securities, or (ii) any actual or alleged purchase, sale or distribution of or offer, representation or agreement relating to securities. However, this exclusion shall not apply to any Claim for any retaliatory treatment of any claimant for (i) such claimant's actual or alleged refusal to violate any such securities laws or (ii) any actual or threatened disclosure by such claimant of any actual or alleged violation of such securities laws;
- (i) based upon, arising from, or in consequence of liability of others assumed by the **Insured** under any contract or agreement, either oral or written, except to the extent that the **Insured** would have been liable in the absence of the contract or agreement; or
- for Wrongful Acts based upon, arising from, or in consequence of the Financial Impairment of the Insured Organisation. However, this exclusion shall not apply to any Claim made against any Insured in India
- The Company shall not be liable for the part of Loss, other than Defence Costs:
 - (a) which constitutes **Benefits** due or to become due or the equivalent value of such **Benefits**. However, this exclusion shall not apply where such **Loss** is based upon a **Claim** for actual or alleged wrongful dismissal, discharge or termination of employment;
 - (b) which constitutes front pay, future damages or other future economic relief, or the equivalent thereof, if the **Insured Organisation** is ordered pursuant to a judgment or other final adjudication but fails to reinstate the claimant as an employee;
 - (c) which constitutes any costs associated with any accommodation required pursuant to the Americans With Disabilities Act, the U.S. Civil Rights Act of 1964, rules or regulations promulgated thereunder, amendments thereto, or similar provisions of any federal, state, territory

Policy Wording



EMPLOYMENT PRACTICES LIABILITY INSURANCE

or local law or common law; or

(d) which constitutes the cost of compliance with any order for, grant of or agreement to provide injunctive or non-pecuniary relief.

SEVERABILITY OF EXCLUSIONS

 With respect to the Exclusions in sections 5 and 6 of this policy, no fact pertaining to or knowledge possessed by any Insured shall be imputed to any other Insured to determine if coverage is available.

LIMIT OF LIABILITY AND DEDUCTIBLE

8. All Loss arising out of the same Wrongful Act and all Interrelated Wrongful Acts of any Insured shall be deemed one Loss, regardless of the number of Claims made, claimants, or Insureds against whom such Claims are made. Such Loss shall be deemed to have originated at the time a Claim is first made against any Insured alleging any such Wrongful Act or Interrelated Wrongful Acts and only the policy in effect at that time, if any, shall apply to all such Loss.

The Company's maximum liability for each ${f Loss}$, shall be the Limit of Liability for each ${f Loss}$ set forth in Item 4(a) of the Schedule of this policy. The Company's maximum aggregate liability for all ${f Loss}$ on account of all ${f Claims}$ first made during the same ${f Policy Period}$ shall be the Limit of Liability for each ${f Policy Period}$ set forth in Item 4(b) of the Schedule of this policy.

The Company's liability under this policy shall apply only to that part of each Loss which is excess of the Deductible Amount set forth in Item 5 of the Schedule of this policy and such Deductible Amount shall be borne by the Insured Organisation uninsured and at its own risk.

Any **Loss** covered by this policy and a Directors' and Officers' Liability Policy and/or a Company Reimbursement Policy or a Trustees' Liability Policy (issued by the Company, its subsidiaries or Affiliates) shall be subject to the limits of liability and deductible applicable to this policy, not such other policy.

For purposes of this section 8 only, the Extended Reporting Period, if exercised, shall be part of and not in addition to the immediately preceding **Policy Period**.

REPORTING AND NOTICE

 The Insureds shall, as a condition precedent to exercising their rights under this policy, give to the Company written notice as soon as practicable of any Claim made against any of them for a Wrongful Act.

The **Insureds** shall, as a condition precedent to exercising their rights under this policy, give to the Company such information and cooperation as it may reasonably require, including but not limited to a description of the **Claim**, the nature of the alleged **Wrongful Act**, the nature of the alleged damage, the names of claimants, and the manner in which the **Insured** first became aware of the **Claim**.

Notice to the Company under this policy shall be given in writing to:

Notice of Claim:

Claim Department

Attention: D&O Claim Manager

HDFC ERGO General Insurance Company Limited, 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri East, Mumbai - 400059 India.

Such notice shall be effective on the date of receipt by the Company at such

address.

ALLOCATION AND ADVANCEMENT OF DEFENCE COSTS

10. If both Loss covered by this policy and Loss not covered by this policy are incurred, either because a Claim against the Insureds includes both covered and uncovered matters or because a Claim is made against both an Insured and others, the Insureds and the Company shall allocate such amount between covered Loss and uncovered Loss based upon the relative legal exposures of such parties to such matters.

If the **Insureds** and the Company agree on an allocation of **Defence Costs**, the Company shall advance on a current basis **Defence Costs** allocated to covered **Loss**. If the **Insureds** and the Company cannot agree on an allocation:

 (a) no presumption as to allocation shall exist in any, suit or other proceeding; (b) the Company shall advance on a current basis **Defence Costs** which the Company believes to be covered under this policy until a different allocation is negotiated, or judicially determined; and

OTHER INSURANCE

- 11. If all or any part of **Loss** under this policy is also insured:
 - a) under any other prior or current policy, other than a policy issued by the Company, its subsidiaries or affiliate then this policy shall cover such Loss, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such Loss is in excess of the amount of payment from such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limit of Liability provided in this policy;
 - (b) under any other policy (except another policy issued by the Company, its subsidiaries, or affiliate), this policy shall cover such Loss subject to its limitations, conditions, provisions and other terms, on a primary basis and such other policy shall be excess of the amount of payment under this policy.

CHANGES IN EXPOSURE ACQUISITION OR CREATION OF ANOTHER ORGANISATION

12. If the Insured Organisation (i) acquires securities or voting rights in another organisation or creates another organisation, which as a result of such acquisition or creation becomes a Subsidiary, or (ii) acquires any organisation by merger into or consolidation with an Insured Organisation, such organisation and its Insured Persons shall be Insureds under this policy but only with respect to Wrongful Acts committed, attempted, or allegedly committed or attempted, after such acquisition or creation unless the Company agrees, after presentation of a complete proposal and all appropriate information, to provide coverage by endorsement for Wrongful Acts committed, attempted, or allegedly committed or attempted, by such Insured Persons prior to such acquisition or creation.

If the fair value of all cash, securities, assumed indebtedness and other consideration paid by the Insured Organisation for any such acquisition or creation exceeds 15% of the total assets of the Principal Organisation as reflected in the Principal Organisation's most recent audited consolidated financial statements, the Principal Organisation shall give written notice of such acquisition or creation to the Company as soon as practicable together with such information as the Company may require and shall pay any reasonable additional premium required by the Company and be subject to any different limitations, conditions, provisions or other terms as the Company deems appropriate.

ACQUISITION OF PRINCIPAL ORGANISATION BY ANOTHER ORGANISATION

13. If (i) the **Principal Organisation** merges into or consolidates with another organisation, or (ii) another organisation or person or group of organisations or persons acting in concert acquires control of the composition of the **Principal Organisation's** board, is in a position to cast, or control the casting of more than 50% of the maximum number of votes that might be cast at a general meeting of the **Principal Organisation** or holds more than 50% of the issued share capital of the **Principal Organisation** (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital), or (iii) another organisation or person or group of organisations or persons acting in concert acquires securities or voting rights which result in ownership or voting control by the other organisation(s) or person(s) of more than 50% of the outstanding securities representing the present right to vote for the election of directors of the **Principal Organisation**, coverage under this policy shall continue until termination of this policy, but only with respect to **Claims** for **Wrongful Acts** committed, attempted, or allegedly committed or attempted, by **Insured Persons** prior to such merger, consolidation or acquisition. The **Principal Organisation** shall give written notice of such merger, consolidation or acquisition to the Company as soon as practicable together with such information as the Company may require.

CHANGES IN EXPOSURE CESSATION OF SUBSIDIARIES

14. In the event an organisation ceases to be a Subsidiary before or after the inception date of this policy, coverage with respect to such Subsidiary and its Insured Persons shall continue until termination of this policy or any renewal or any renewal or replacement thereof, but only with respect to Claims for Wrongful Acts committed, attempted, or allegedly committed or attempted, prior to the date such organisation ceased to be a Subsidiary.

REPRESENTATIONS AND SEVERABILITY

15. In granting coverage to any one of the Insureds, the Company has relied

Policy Wording



EMPLOYMENT PRACTICES LIABILITY INSURANCE

upon the declarations and statements in the written proposal for this policy. All such declarations and statements are the basis of such coverage and shall be considered as incorporated in and constituting part of this policy.

Such written proposal for coverage shall be construed as a separate proposal for coverage by each of the <code>Insureds</code>. With respect to the declarations and statements contained in such written proposal for coverage, no statement in the proposal or knowledge possessed by any <code>Insured Person</code> shall be imputed to any other <code>Insured Person</code> for the purpose of determining if coverage is available. Only facts pertaining to and knowledge possessed by any past, present or future chief financial officer, Chairman, Managing Director, or equivalent thereof, of any <code>Insured Organisation</code> shall be imputed to any <code>Insured Organisation</code> to determine if coverage is available.

TERRITORY CHOICE OF LAW AND JURISDICTION

16. Coverage shall extend anywhere in the world.

The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with the law of India, and any disputes relating thereto shall be submitted to the exclusive jurisdiction of the courts of India.

VALUATION AND FOREIGN CURRENCY

17. All premiums, limits, retentions, Loss and other amounts under this policy are expressed and payable in Indian currency. Except as otherwise herein provided, if judgment is rendered, settlement is denominated, or any element of Loss under this policy is stated, in a currency other than Indian Rupees, then payment under this policy shall be made in Indian Rupees at the cash rate of exchange for the purchase of Indian Rupees published by the Reserve Bank of India on the date the final judgment is reached, the amount of the settlement is agreed upon or any element of Loss is due, respectively.

SUBROGATION

18. In the event of any payment under this policy, the Company shall be subrogated to the extent of such payment to all the Insured's rights of recovery, and the Insured shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company effectively to bring suit in the name of the Insured.

ACTION AGAINST THE COMPANY

19. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy. No person or organisation shall have any right under this policy to join the Company as a party to any action against the Insured to determine Insured's liability nor shall the Company be impleaded by the Insured or his legal representatives.

BANKRUPTCY

 Bankruptcy or insolvency of an Insured or the estate of an Insured shall not relieve the Company of its obligations nor deprive the Company of its rights under this policy.

AUTHORISATION CLAUSE

21. By acceptance of this policy, the **Principal Organisation**, agrees to act on behalf of all **Insureds** with respect to the giving and receiving of notice of claim or termination, the payment of premiums and the receiving of any return premiums that may become due under this policy, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this policy (except the giving of notice to apply for the Extended Reporting Period), and the **Insureds** agree that such **Principal Organisation** shall act on their behalf.

ALTERATION AND ASSIGNMENT

 No change in, modification of, or assignment of interest under this policy shall be effective except when made by a written endorsement to this policy which is signed by an Authorised Employee of the Company.

TERMINATION

- 23. This policy shall terminate at the earliest of the following times:
 - sixty days after the receipt by the **Principal Organisation** of a written notice of termination from the Company;
 - upon the receipt by the Company of written notice of termination from the Principal Organisation;

- upon expiration of the Policy Period as set forth in Item 3 of the Schedule of this policy; or
- (d) at such other time as may be agreed upon by the Company and the Principal Organisation.

The Company shall refund the unearned premium computed at customary short rates if the policy is terminated by the **Principal Organisation**. Under any other circumstances the refund shall be computed pro rata. The Company shall have no obligation to renew this policy upon its expiration or termination.

TERMINATION OF POLICY

 Any policy issued by the Company or its affiliates and specified in Item 11 of this prior policy shall terminate, if not already terminated, as at the inception date of this policy.

ARBITRATION

 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.

DEFINITIONS

26. When used in this policy:

Benefits means perquisites, fringe benefits, payments in connection with an employee benefit plan and any other payment, other than salary or wages, to or for the benefit of an employee arising out of the employment relationship.

Claim means:

- (i) a written demand for monetary damages;
- a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading, including any appeal therefrom;
- (iii) mediation, conciliation or other alternative dispute resolution; or
- (iv) a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document,

which is brought and maintained by or on behalf of any past, present or prospective employee(s) of the Insured Organisation against any Insured for any Wrongful Act in connection with any actual or alleged wrongful dismissal, discharge or termination of employment, denial of natural justice relating to wrongful termination, breach of any oral or written employment contract or quasi-employment contract, employment-related misrepresentation, violation of employment discrimination laws (including workplace and sexual harassment), wrongful failure to employ or promote, wrongful discipline, wrongful deprivation of a career opportunity, failure to grant tenure, negligent evaluation, invasion of privacy, employment-related defamation or employment-related wrongful infliction of emotional distress.

Defence Costs means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to legal counsels' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employees of the **Insured Organisation**) incurred in defending or investigating **Claims** and the premium for appeal, attachment or similar bonds.

Executive Officer means a person, by whatever name called and whether or not a director of the **Insured Organisation**, who is concerned or takes part in the **Insured Organisation's** management.

Financial Impairment means the status of the Insured Organisation resulting from (i) the appointment by any country, state, territory or federal official, agency or court of any receiver, administrator, conservator, liquidator, rustee, manager, rehabilitator or similar official to take control of, supervise, administer, manage or liquidate the Insured Organisation or, (ii) the Insured Organisation becoming a debtor in possession.

 ${\bf Insured}, {\bf either}$ in the singular or plural, means the ${\bf Insured}$ ${\bf Organisation}$ and ${\bf Insured}$ ${\bf Persons}.$

Insured Capacity means the position or capacity designated in the definition of Insured Person held by any Insured Person but shall not include any position or capacity in any organisation other than the Insured Organisation, even if the Insured Organisation directed or requested the Insured Person to serve in such other position or capacity.

Policy Wording



EMPLOYMENT PRACTICES LIABILITY INSURANCE

Insured Organisation means, collectively, those organisations designated in Item 6 of the Schedule of this policy and any **Subsidiary**.

Insured Person, either in the singular or plural, means any natural person who is or was past, present or future director, secretary, employee or **Executive Officer** of the **Insured Organisation**.

Interrelated Wrongful Acts means all causally connected Wrongful Acts.

Loss means the total amount which any Insured becomes legally obligated to pay on account of each Claim and for all Claims in each Policy Period and the Extended Reporting Period, if exercised, made against them for Wrongful Acts for which coverage applies, including, but not limited to, damages, judgments, settlements, costs and Defence Costs. Loss does not include (i) any amount not indemnified by the Insured Organisation for which the Insured Person is absolved from payment by reason of any covenant, agreement or court order, (ii) the future salary or benefits of a claimant who has been or shall be hired, promoted or reinstated to employment pursuant to a settlement, order or other resolution, (iii) fines or penalties or aggravated or exemplary damages imposed by law or the multiple portion of any multiplied damage award outside of India, or (iv) matters uninsurable under the law pursuant to which this policy is construed.

Policy Period means the period of time specified in Item 3 of the Schedule of this policy, subject to prior termination in accordance with section 23. If this period is less than or greater than one year, then the Limits of Liability specified in the Schedule for each policy shall be the Company's maximum limit of liability under such policy for the entire period.

Principal Organisation means the organisation designated in Item 1 of the Schedule of this policy.

Pollutants means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, an environmental protection agency (including but not limited to the United States Environmental Protection Agency) or a country, state, territory, county, municipality or locality or counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, furnes, acids, alkalis, chemicals or waste materials. Pollutants shall also mean any other air emission, odour, waste water, oil, oil products, infectious or medical waste, asbestos or asbestos products and any noise.

Pollution means (i) the actual, alleged or threatened discharge, release, escape, dispersal or disposal of **Pollutants** into or on real or personal property, water or the atmosphere; or (ii) any direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise **Pollutants**, or any voluntary decision to do so.

Subsidiary, either in the singular or plural, means any organisation in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is or was owned or controlled, directly or indirectly, in any combination, by one or more **Insured Organisations**.

Wrongful Act means any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or attempted, by an Insured Organisation or by an Insured Person, individually or otherwise, in his Insured Capacity, or any matter claimed against him solely by reason of his serving in such Insured Capacity.

Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman Rules however, limits compensation that may be awarded by the Ombudsman, to the lower of compensation necessary to cover the loss suffered by the insured as a direct consequence of the insured peril or Rs. 20 lakhs Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by the Company upon prior written request by the Insured.

Policy Wording



EMPLOYMENT PRACTICES LIABILITY INSURANCE

Contact Us

	Within India	Outside India
Claim Intimation:	Customer Service No. 022-62346234 / 0120-62346234 Email: healthclaims@hdfcergo.com	Toll Free No: 800 08250825 Global Toll Free No: +800 08250825 (accessible from locations outside India only) Landline no (Chargeable): 0120-4507250 Email: travelclaims@hdfcergo.com Email: healthclaims@hdfcergo.com
Claim document submission at address	HDFC ERGO General Insurance Co. Ltd. Stellar IT Park, Tower-1, 5th Floor, C - 25, Noida, Sector 62, 201301, Uttar Pradesh Email: healthclaims@hdfcergo.com	HDFC ERGO General Insurance Co. Ltd. Stellar IT Park, Tower-1, 5th Floor, C - 25, Noida, Sector 62, 201301, Uttar Pradesh, Global Toll Free No: +800 08250825 (accessible from locations outside India only) Landline no (Chargeable): 0120-4507250 Email: travelclaims@hdfcergo.com Email: healthclaims@hdfcergo.com

II. Redressal of Grievance

In case of any grievance the insured person may contact the company through:

- Website: www.hdfcergo.com
- Customer Service Number: 022 6234 6234 / 0120 6234 6234
- Contact Details for Senior Citizen: 022 6234 6234 / 0120 6234 6234 | Email id: seniorcitizen@hdfcergo.com
- E-mail: care@hdfcergo.com

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, Insured Person may contact the grievance officer at cgo@hdfcergo.com For updated details of grievance officer, kindly refer the link: https://www.hdfcergo.com/customer-voice/grievances

Contact Points	First Contact Point	Escalation level 1	Escalation level 2
Contacts us at	https://www.hdfcergo.com/customercare/ grievances Call: 022 6242 6242 / 0120 6242 6242	https://www.hdfcergo.com/customercare/ grievances/escalation level 1 Call: 0022 6242 6242 / 0120 6242 6242	https://www.hdfcergo.com/customercare/ grievances/escalation level 2 Call: 022 6242 6242 / 0120 6242 6242
Contact Point for Senior Citizen	https://www.hdfcergo.com/customercare/ grievances Call: 022 6242 6242 / 0120 6242 6242 Email id: seniorcitizen@hdfcergo.com	https://www.hdfcergo.com/customercare/ grievances/escalation level 1 Call: 022 6242 6242 / 0120 6242 6242 Email id: seniorcitizen@hdfcergo.com	https://www.hdfcergo.com/customercare/ grievances/escalation level 2 Call: 022 6242 6242 / 0120 6242 6242 Email id: seniorcitizen@hdfcergo.com
Write to us at	care@hdfcergo.com	grievance@hdfcergo.com	cgo@hdfcergo.com
Visit us	Grievance cell of any of our Branch office	The Grievance Cell, HDFC ERGO General Insurance Company Ltd., D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West) Mumbai - 400 078.	Chief Grievance Officer, HDFC ERGO General Insurance Company Ltd., D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West) Mumbai - 400 078.

Policy Wording



EMPLOYMENT PRACTICES LIABILITY INSURANCE

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES				
Office Details	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)			
AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.			
BENGALURU - Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha uilding,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.			
BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh Chattisgarh.			
BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.			
CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	States of Punjab, Haryana (excluding 4 districts viz Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh.			
CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman,Fatima Akhtar Court, 4th Floor, 453,Anna Salai, Teynampet,CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	State of Tamil Nadu and Union Territories - Puducherry Town and Karaikal (which are part of Union Terriority of Puducherry).			
DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in	Delhi, 4 Districts of Haryana viz. Gurugram, Faridabad, Sonepat and Bahudurgarh			
GUWAHATI - Shri Kiriti .B. Saha, Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.			
HYDERABAD - Shri I. Suresh Babu Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	State of Andhra Pradesh, Telangana and Yanam - a part of Union Territory of Puducherry.			
JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.			

Policy Wording



EMPLOYMENT PRACTICES LIABILITY INSURANCE

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES				
Office Details	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)			
ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	States of Kerala and Union Territory of (a) Lakshadweep (b) Mahe - a part of Union Territory of Puducherry.			
KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands.			
LUCKNOW - Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.			
MUMBAI - Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.			
NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.			
PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.			
PUNE - Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.			