# HDFC ERGO General Insurance Company Limited Policy Wordings



# **Multimedia Liability Insurance**

DEFENSE EXPENSES ARE INCLUDED IN THE LIMITS OF LIABILITY UNDER THIS POLICY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

#### MULTIMEDIA LIABILITY INSURANCE POLICY

In consideration of payment of the premium and subject to the applicable Limits of Liability, Schedule limitations, provisions and all of the terms and conditions of this Policy, HDFC ERGO GENERAL INSURANCE COMPANY LIMITED, the Underwriter) and the Insured agree as follows:

#### I. INSURING AGREEMENT

The Underwriter will pay on behalf of the **Insured Loss** as a result of any **Claim** arising out of the **Insured's Media Activities**, provided that the **Media Activities** giving rise to the **Claim** occurred during the **Policy Period**.

#### II. DEFINITIONS

- (A) "Application" means the application attached to and forming part of this Policy, including any materials submitted in connection with such application, all of which are on file with the Underwriter and are part of this Policy, as if physically attached.
- (B) "Claim" means:
  - any written demand for the retraction of **Matter** published, disseminated or released by an **Insured**:
  - (2) any written notice received by an **Insured** that it is the intention of any person or entity to hold the **Insured** responsible for monetary damages or injunctive relief;
  - (3) any judicial, administrative or other proceeding against an **Insured**; or
  - (4) any written request to toll or waive a statute of limitations relating to a potential Claim against an Insured.
- (C) "Company" means the entity or individual named in ITEM 1 of the Declarations.
- (D) "Covered Media" means the publications, programs, broadcast or cable stations, or other communications listed in ITEM 5 of the Declarations, including any special editions of, supplements to, or on-line versions of such media. Covered Media also includes publications, programs, broadcast or cable stations, or other communications created or acquired by the Company or any Subsidiary after the Inception Date in ITEM 2(a) of the Declarations, but only with respect to Media Activities occurring during the ninety (90) days following such creation or acquisition. There will be no coverage under this policy for Media Activities occurring after such ninety (90) day period unless the Underwriter and the Company have agreed to

- such coverage upon such terms, conditions, and limitations of coverage and such additional premium as the Underwriter may require.
- (E) Defense Expenses" means reasonable legal fees and expenses incurred in the investigation, defense or appeal of any Claim, including the costs of appeal, attachment or similar bonds, provided that the Underwriter shall have no obligation to furnish any bond. Defense Expenses do not include any remuneration, salaries, wages, tips, expenses, overhead, or benefits expenses of any Insured, except with the prior written consent of the Underwriter.
- (F) "First Inception Date" means the Inception Date of the first Multimedia Liability Policy issued to the Company by the Underwriter or an affiliate of the Underwriter and continuously renewed thereafter.
- (G) "Insured" means:
  - the Company and any Subsidiary;
  - (2) any person who was, is or becomes a director, an officer, an employee, or a partner of the Company or any Subsidiary, but only with respect to Claims arising out of acts, errors or omissions within the scope of the duties of such director, officer, employee or partner; in the event of the death, incapacity or bankruptcy of an Insured described in this DEFINITION (G)(2), any Claim against the estate, heirs, legal representatives or assigns of such Insured will be deemed to be a Claim against such Insured; or
  - (3) any agent or independent contractor of the Company or any Subsidiary, including but not limited to stringers, freelancers and photographers, but only with respect to Claims arising out of Media Activities done for or at the direction of the Company or any Subsidiary, and only if and to the extent that the Company or any Subsidiary, after evaluating the merits of the Claim, has agreed in writing to include such agent or independent contractor an an Insured under this Policy.
- (H) "Loss" means Defense Expenses, judgments, settlements and any damages (including punitive damages if insurable under applicable law), prejudgment interest and post-judgment interest, which an Insured is legally obligated to pay as a result of a Claim; provided, that Loss does not include:
  - civil or criminal fines, sanctions, taxes or penalties, including those imposed by any federal, state, or local governmental body or by ASCAP, SESAC, BMI, or other similar licensing organizations:

- (2) the multiplied portion of any multiplied damages award:
- (3) matters which are uninsurable under the law pursuant to which this Policy is construed;
- (4) the costs of compliance with, or any losses (other than **Defense Expenses**) incurred as a result of, an injunction or other equitable order or judgment; or
- (5) the costs of recall, correction, reproduction, or reprinting of **Matter** or the costs of any services in connection therewith.
  - With regard to punitive damages, this insurance shall apply to the fullest extent permitted by law. Where the **Insured** determines, based on written opinion of counsel, that punitive damages are insurable under any applicable law, the Underwriter shall not challenge the **Insured's** determination of insurability.
- (I) "Matter" means the content of any communication of any kind whatsoever, regardless of the nature or form of such Matter or the medium by which such Matter is communicated, including but not limited to language, data, facts, fiction, computer coding, music, photographs, images, advertisements, artistic expression, or visual or graphical materials.
- (J) "Media Activities" means, in connection with the Covered Media, any actual or alleged act, error, or omission committed in the course of, or arising out of:
  - (1) the gathering, recording or collection of Matter for inclusion in the Covered Media, including but not limited to any actual or alleged:
    - (a) invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness;
    - (b) outrage, infliction of emotional distress or prima facie tort;
    - (c) false arrest, detention or imprisonment;
    - (d) trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy; or
    - (e) copyright infringement, plagiarism, or misappropriation of property rights, information or ideas; or
  - (2) the publication, dissemination or release of Matter in the Covered Media, by any form, method or medium of communication, including but not limited to any actual or alleged:
    - (a) libel, slander or any other form of defamation or harm to the character or reputation of any person or entity;
    - (b) invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness:

- (c) outrage, infliction of emotional distress or prima facie tort;
- (d) product disparagement, trade libel, dilution or infringement of title, slogan, trademark, trade name, service mark, or service name;
- (e) copyright infringement, plagiarism, or misappropriation of property rights, information or ideas; or
- (f) negligence in connection with the content of Matter, including but not limited to any Claim alleging harm to a person or entity who acted or failed to act in reliance upon such Matter: or
- (3) the publication, dissemination or release of Matter by any party with whom the Insured has entered into a written, oral or implied-in-fact indemnification or hold harmless agreement regarding Claims arising out of the publication, dissemination or release of such Matter.
- (K) "Policy Period" means the period from the Inception Date to the Expiration Date stated in ITEM 2 of the Declarations or to any earlier cancelation date.
- (L) "Related Claims" means all Claims based on, arising out of, directly or indirectly resulting from, inconsequence of, or in any way involving the same or related (logically or causally) facts, circumstances, situations, transactions, events, or Media Activities, or the same or related (logically or causally) series of facts, circumstances, situations, transactions, events, or Media Activities.
- (M) "Renewal Period" means any continuous and unbroken period subsequent to the conclusion of the Policy Period during which the coverage under this Policy is renewed with the Underwriter or an affiliate of the Underwriter.
- (N) "Subsidiary" means any corporation created or acquired on or before the Inception Date in ITEM 2(a) of the Declarations, during any time in which the Company owns, directly or through one or more Subsidiaries, more than fifty percent (50%) of the outstanding securities representing the right to vote for the election of such corporation's directors. Subsidiary also includes any such corporation created or acquired after the Inception Date in ITEM 2(a) of the Declarations, but only with respect to Media Activities occurring during the ninety (90) days following such creation or acquisition. There will be no coverage under this policy for **Media Activities** occurring after such ninety (90) day period unless the Underwriter has agreed to provide such coverage upon such terms, conditions and limitations of coverage and such additional premium, as it may require.

# III. EXCLUSIONS

- (A) The Underwriter will not pay Loss, including Defense Expenses, for Claims:
  - based on or directly or indirectly arising out of or resulting from any fraudulent act or omission or willful violation of any criminal

- statute; or the gaining by any **Insured** of any profit, remuneration or advantage to which such **Insured** was not legally entitled; provided, however, that this EXCLUSION (A)(1) shall not apply unless such fraudulent act or omission, willful violation of statute, or gaining of profit, remuneration or advantage has been established by a final adjudication in any judicial or administrative proceeding or by admission of an **Insured**:
- (2) brought by any employee, former employee or prospective employee based on or directly or indirectly arising out of or resulting from the employment relationship or the nature, terms or conditions of employment, including but not limited to claims of discrimination, harassment, wrongful discharge, breach of contract, employment-related defamation, or workplace torts; or
- (3) for bodily injury or property damage, except for:
  - (a) bodily injury arising exclusively out of emotional distress allegedly caused by any Media Activities: or
  - (b) bodily injury or property damage resulting from a Claim of negligent publication as described in DEFINITION (J)(2)(f) of this Policy.
- (B) The Underwriter will not pay Loss, including Defense Expenses, for Claims based on or directly or indirectly arising out of or resulting from:
  - (1) any actual, alleged or threatened exposure to or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, pollutants or contaminants;
  - (2) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize any of the foregoing or any action taken in contemplation or anticipation of any such regulation, order, direction or request;
  - (3) any actual or alleged violation of the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, the Investment Advisers Act of 1940, any similar state "blue sky" statute, the Indian Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956 and any rule or regulation promulgated under any of the foregoing, or any provision of the common law imposing liability in connection with the offer, sale or purchase of securities;
  - (4) any actual or alleged infringement of any patent, contributing to the infringement of any patent, or inducing the infringement of any patent;

- (5) any actual or alleged price fixing, restraint of trade or monopolization, or any actual or alleged violation of:
  - (a) the Federal Trade Commission Act, the Sherman Act, the Clayton Act, the Indian Consumer Protection Act, the Indian Competition Act or any other federal or state statutory provision anywhere in the world involving antitrust, monopoly, price fixing, price discrimination, predatory pricing, or restraint of trade activities; or
  - (b) any rules or regulations promulgated under or in connection with the statutes described in clause (a) above;
- (6) any unauthorized access to, alteration of, or damage to any computer, computer program, computer network or computer database, including the infection of any of the foregoing with a computer virus: or
- (7) any actual or alleged delay, disruption or failure of any communication network, service, hardware or software, including but not limited to any Claim for lost profits or opportunities as a result of such delay, disruption or failure.
- (C) The Underwriter will not pay Loss, including Defense Expenses, for Claims based on or directly or indirectly arising out of or resulting from:
  - (1) any act, error, omission, fact, circumstance, situation, transaction, event, or decision which, prior to the Inception Date, is the subject of any notice or Claim under any other policy of insurance, including but not limited to any policy of which this Policy is a renewal or replacement;
  - (2) any act, error, omission, fact, circumstance, situation, transaction, event, or decision underlying or alleged in any prior and/or pending litigation or administrative or regulatory proceeding as of the Inception Date in ITEM 2(a) of the Declarations;
  - (3) any intentional false advertising or unfair or deceptive trade practices with respect to the advertising or sales of the Insured's own products, publications or services; or
  - (4) any actual or alleged breach of any express or implied contract, agreement, warranty or guarantee, except that this EXCLUSION (C)(4) shall not apply to:
    - (a) any Claim for liability which the Insured would have incurred in the absence of such contract, agreement, warranty or guarantee; or
    - (b) any Claim alleging breach of contract or promissory estoppel relating to any alleged agreement between the Insured and the source of any Matter supplied to the Insured regarding the confidentiality to be afforded to such source or such Matter.

#### IV. CONDITIONS

#### (A) Territory:

This Policy applies to **Media Activities** occurring and **Claims** asserted against the **Insured** anywhere in the world. If judgment is rendered or settlement made in denominations other than Indian Rupees, payment under this Policy shall be made in Indian Rupees at the rate of exchange prevailing on the date such payment is made.

#### (B) Notice of Claims:

As a condition precedent to any right to payment or coverage under this Policy, the **Insured** must give written notice to the Underwriter at the address set forth in ITEM 7 of the Declarations of any **Claim**, with full details thereof, as soon as practicable after such **Claim** is first made. Such notice shall be effective on the date of receipt by the Company at such address.

# (C) Defense of Claims:

- (1) With respect to each Claim for which coverage is afforded under this Policy, the Insured shall have the option to defend such Claim itself or to assign the duty to defend such Claim to the Underwriter.
- (2) Unless the Insured notifies the Underwriter of its election to assign the duty to defend a Claim to the Underwriter pursuant to CONDITION (C)(3) below, the Insured shall have the duty to defend such Claim. The Insured may retain counsel from the list of Panel Counsel supplied by the Underwriter, or may retain qualified counsel of its own choosing with the Underwriter's prior consent, such consent not to be unreasonably withheld. The Underwriter will, upon written request, pay on a current basis Defense Expenses for which this Policy provides coverage.
- (3) The Insured may elect to assign the duty to defend any Claim to the Underwriter by so notifying the Underwriter in writing. Such notice must be received by the Underwriter within a reasonable time after such Claim is first made, but in no event later than ten (10) days from the date on which a complaint or other legal process is served on the Insured. Upon receiving such notification, the Underwriter shall have the duty to defend such Claim as part of and subject to the applicable Limit of Liability stated in ITEM 3 of the Declarations.
- (4) Except for **Defense Expenses** paid on a current basis pursuant to CONDITIONS (C)(2) and (C)(3) above, the Underwriter will pay **Loss** only upon the final disposition of a **Claim**.

#### (D) Retraction Demands and Settlement of Claims:

- The Insured shall retain sole discretion regarding whether and under what circumstances to issue a retraction of Matter previously communicated, distributed or released by the Insured.
- (2) No Insured may admit any liability for, make any settlement offer with respect to, or settle

- any **Claim** in excess of the applicable retention without the Underwriter's written consent.
- (3) The Insured shall promptly communicate to the Underwriter all offers to settle Claims covered by this Policy. The Underwriter, however, has no right to settle Claims under this Policy without the consent of the Insured, and the Underwriter's duty to defend and to pay Loss (including Defense Expenses) shall not be limited by the Insured's refusal to accept any offer to settle a Claim.

## (E) Limits of Liability and Retentions:

- Regardless of the number of Claims, the number of person(s) or entity(ies) included within the definition of Insured, or the number of claimants who make Claims against the Insured:
  - (a) the amount stated in ITEM 3(a) of the Declarations shall be the maximum limit of liability of the Underwriter for all Loss (including Defense Expenses) resulting from each Claim or Related Claims made against the Insured, which amount shall be part of and not in addition to the amount stated in ITEM 3(b) of the Declarations;
  - (b) the amount stated in ITEM 3(b) of the Declarations shall be the maximum aggregate limit of liability of the Underwriter for all Loss (including Defense Expenses) payable under this Policy.
- (2) The retention stated in ITEM 4(a) of the Declarations shall apply separately to each Claim or Related Claims and shall apply to all Loss (including Defense Expenses)
- (3) Defense Expenses shall be part of and not in addition to the applicable limits of liability stated in ITEM 3 of the Declarations, and payment thereof by the Underwriter shall reduce and may exhaust the applicable limits of liability under this Policy.
- (4) The obligations of the Underwriter to pay Loss and to defend or continue to defend any Claim against the Insured shall only be in excess of the applicable retention stated in ITEM 4 of the Declarations, which amount shall be borne by the Insured at the Insured's own expense. The Underwriter shall have no obligation whatsoever, either to the Insured or any other person or entity, to pay all or any portion of the applicable retention on behalf of the Insured. The Underwriter shall, however, at its sole discretion, have the right and option to do so, in which event the Insured will repay the Underwriter any amounts so paid.
- (5) The Underwriter shall not be obligated to pay any Loss (including Defense Expenses), or to defend or continue to defend any Claim after the applicable limit of liability has been exhausted.

## (F) Other Insurance:

All **Loss** payable under this Policy will be specifically excess of and will not contribute with other valid

insurance (whether collectible or not), including but not limited to any other insurance under which there is a duty to defend, unless such other insurance is specifically stated to be in excess of this Policy. This Policy will not be subject to the terms of any other insurance.

# (G) Cooperation and Subrogation:

- (1) Except as specifically provided in CONDITION (H) below, in the event of a Claim, the Insured will provide the Underwriter with all information, assistance and cooperation as the Underwriter may reasonably request. The Insured shall, upon the Underwriter's request, attend hearings, trials and depositions and shall assist in securing and giving evidence and obtaining the attendance of witnesses.
- (2) Except as specifically provided in CONDITION (H) below, the Insured will do nothing that may prejudice the defense of a Claim or the Underwriter's position or potential or actual rights of recovery in connection with a Claim.
- (3) In the event of payment under this Policy, the Underwriter shall be subrogated to, and entitled to an assignment of, all of the rights of recovery therefor of the Insured. The Insured shall execute all papers and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the Underwriter effectively to pursue and enforce such rights and to bring suit in the name of the Insured.

## (H) Confidential Sources and Other Matter:

The Insured's rights under this Policy shall not be prejudiced by the Insured's refusal to reveal the identity of a confidential source or to produce reporter's notes or any other documents or information obtained by the Insured in the course of the Insured's Media Activities with respect to which the Insured has asserted a claim of reporter's privilege or other applicable First statutory or common-law privilege relating to the protection of newsgathering activities.

# (I) Date of Occurrence; Continuity of Coverage:

- (1) In the event of a Claim (or Related Claims) arising out of a series of Media Activities, the Media Activities shall be deemed to have occurred on the date of the first publication, dissemination or release of the Matter giving rise to such Claim (or Related Claims); or, if there was no such publication, dissemination or release during the Policy Period or any Renewal Period, then on the date of the earliest act, error or omission giving rise to such Claim (or Related Claims).
- (2) In the event that the date on which the Media Activities are deemed to have occurred under CONDITIONS (I)(1) above is prior to the First Inception Date, and in the event that there is no coverage for such Claim under any other

policy of insurance, then such Media Activities shall be deemed to have occurred on the date of the first publication, dissemination or release of the Matter giving rise to the Claim (or Related Claims) subsequent to the First Inception Date; or, if there was no such publication, dissemination or release, then on the date of the first act, error or omission giving rise to such Claim (or Related Claims) subsequent to the First Inception Date.

(3) Notwithstanding any other provision in this CONDITION (I), the Underwriter shall not be responsible for that portion of any Loss fairly attributable to Media Activities occurring prior to the First Inception Date or subsequent to the conclusion of the Policy Period or any Renewal Period.

# (J) Cancellation:

- (1) The Underwriter may not cancel this Policy except for failure to pay a premium when due.
  (2) The **Company** may cancel this Policy by mailing to the Underwriter written notice stating when, thereafter, but not later than the Expiration Date set forth in ITEM 2(b) of the Declarations, such cancelation will be effective. In such event, the earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
- (2) The Underwriter will not be required to renew this Policy upon its expiration. The Underwriter shall have no obligation to renew this policy upon its expiration or termination.

# (K) Entire Agreement:

The **Insured** agrees that this Policy, including any endorsements and the **Application** attached to and forming part of this Policy, and including any materials submitted in connection with such **Application**, which are on file with the Underwriter and are a part of this Policy, as if physically attached, constitutes the entire agreement existing between the **Insured** and the Underwriter or any of its agents relating to this insurance.

## (L) Representations:

The Insured represents that the particulars and statements contained in the Application and all materials submitted in connection therewith are true, accurate and complete, and agrees that this Policy is issued in reliance on the truth of these representations, and that such particulars and statements, which are deemed to be incorporated into and constitute a part of this Policy, are the basis of this Policy and are material to the Underwriter's acceptance of this risk. No knowledge or information

possessed by any **Insured** will be imputed to any other **Insured** except for material facts or information known to the person or persons who signed the **Application**. In the event that any of the particulars or statements in the **Application** are untrue, this Policy will be void with respect to any **Insured** who knew of such untruth or to whom such knowledge is imputed.

# (M) No Action against Underwriter; Bankruptcy of Insured:

- (1) No action shall be taken against the Underwriter unless, as conditions precedent thereto, there shall have been full compliance with all of the terms of this Policy and the amount of the obligation of the **Insured** to pay shall have been finally determined either by judgment against the **Insured** after adjudicatory proceedings or by written agreement of the **Insured**, the claimant and the Underwriter
- (2) No person or entity shall have any right under this Policy to join the Underwriter as a party to any Claim against the Insured to determine the liability of the Insured, nor shall the Underwriter be impleaded by the Insured or the Insured's legal representative in any such Claim.
- (3) Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Underwriter of any of its obligations hereunder.

#### (N) Authorization and Notices:

The **Company** shall be the sole agent and shall act on behalf of all **Insureds** with respect to all matters under this Policy, including but not limited to giving and receiving notices and other communications, effecting or accepting any endorsements to or cancellation of this Policy, and paying premium and receiving any return premium.

#### (O) Changes:

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Underwriter shall not effect a waiver or change in any part of this Policy or estop the Underwriter from asserting any right under its terms, conditions and limitations; nor shall the terms, conditions and limitations of this Policy be waived or changed except by written endorsement issued to form a part of this Policy.

## (P) No Transfer or Assignment of Insured's Interest:

No transfer or assignment of interest under this Policy or of any cause of action against the Underwriter arising out of its performance of or alleged failure to perform in accordance with the terms and conditions of this Policy shall be effective without the Underwriter's written consent.

# (Q) 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.

# (R) Headings:

The descriptions in the headings and sub-headings of this Policy are solely for convenience and form no part of the terms and conditions of the Policy.

The construction, interpretation, meaning and enforcement of the provisions of this Policy shall be determined in accordance with and governed by the laws of India. Except as otherwise provided in Section 15, any disputes relating to the construction, interpretation meaning and enforcement of this Policy, shall be submitted to the exclusive jurisdiction of the Indian courts.

The provisions of this Policy shall be read subject to the provisions of any statute governing construction of this Policy and if the provisions of this Policy are inconsistent with the statute then the provisions of this Policy shall be deemed to be amended so as to comply with the statute.

In witness whereof, the Underwriter has caused this Policy to be executed by its authorized officers, but this Policy shall not be valid unless countersigned on the Declarations page by a duly authorized representative of the Underwriter.

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.

# **GRIEVANCE REFRESSAL PROCEDURE**

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Centre 022-6234 6234
- · Emails grievance@hdfcergo.com
- Designated Grievance Officer in each branch.
- · Company Website www.hdfcergo.com
- Courier: Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

The Complaint & Grievance Redressal Cell, HDFC ERGO General Insurance The Company Ltd. D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai – 400078. Maharashtra In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the the Company at the following address

To the Chief Grievance Officer HDFC ERGO General Insurance The Company Limited D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400 078, Maharashtra e-mail: cgo @hdfcergo.com You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are mentioned below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- · Delay in settlement of claim
- · Dispute with regard to premium
- · Non-receipt of your insurance document

#### Names of Ombudsman and Addresses of Ombudsmen Centers

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@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU - Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha Building, 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@cioins.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@cioins.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@cioins.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@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
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 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part 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@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
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@cioins.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 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – Il Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
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@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
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@cioins.co.in	West Bengal, Sikkim, 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@cioins.co.in	Districts of Uttar Pradesh: Lalitpur, 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@cioins.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.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.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, Plilibhit, 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@cioins.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@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.