

**Signature Plus Professional Indemnity Insurance Policy For Design And Construction**

Words used in the singular shall include the plural and vice versa. Words and phrases that appear in bold have special meaning. Refer to SECTION 8 Definitions Applicable to Parts A & B.

Part A of the **Policy** provides insurance on a “discovery” basis. Accordingly, **HDFC ERGO** will only cover the **Insured** for **Loss** first discovered and reported to **HDFC ERGO** during the **Policy Period**.

Part B of the **Policy** provides insurance on a “claims made” basis. Accordingly, **HDFC ERGO** will only cover the **Insured** in respect of Claims which are first made against the **Insured** during the **Policy Period** and reported to **HDFC ERGO** during the **Policy Period**. The **Policy** may contain a retroactive date exclusion by endorsement.

In consideration of payment of the **Premium** by the **Named Insured** and subject to all the terms, conditions and exclusions, including all definitions of the **Policy**, **HDFC ERGO** agrees as follows:

**1. Part A Insuring Clauses**

**1.1 Insured’s Loss**

**HDFC ERGO** will pay the **Insured** its **Loss** arising solely out of an act, error or omission of a **Contractor** in the performance of **Professional Services** provided the act, error or omission is first discovered and reported to **HDFC ERGO** by the **Insured** during the **Policy Period**.

**1.2 Multiple Causes of Loss**

In the event that there are a number of causes which give rise to a **Loss**, **HDFC ERGO** will pay to the **Insured** only that proportion of its **Loss** which is attributable to the act, error or omission of the **Contractor** in the performance of **Professional Services** provided the act, error or omission is first discovered and reported to **HDFC ERGO** by the **Insured** during the **Policy Period**. **HDFC ERGO** will pay that amount irrespective of whether one or more of the other causes of the **Loss** is excluded or otherwise not covered under the **Policy**.

**2. Part B Insuring Clauses**

**2.1 Insured’s Liability**

**HDFC ERGO** will indemnify the **Insured** against civil liability the **Insured** incurs in respect of a **Claim** brought by any third party (other than a **Contractor**) arising solely out of the performance of **Professional Services** by a **Contractor**.

**2.2 Multiple Causes of Loss**

In the event that there are a number of causes which give rise to a loss in respect of which a **Claim** is made, **HDFC ERGO** will indemnify the **Insured** against the civil liability the **Insured** incurs in respect of only that proportion of the loss which is attributable to the performance of **Professional Services** by the **Contractor**. **HDFC ERGO** will indemnify the **Insured** against that civil liability irrespective of whether one or more of the other causes of the loss is excluded or otherwise not covered under the **Policy**.

**2.3 Advancement of Defence Costs**

**HDFC ERGO** will pay for **Defence Costs** in respect of a **Claim** covered under Insuring Clause 2.1 or 2.2. **HDFC ERGO** will pay for these **Defence Costs** as and when they are incurred prior to final resolution of the **Claim**.

However, each **Insured** shall repay to **HDFC ERGO** all payments of **Defence Costs** incurred on that **Insured's** behalf if and to the extent it is established that such **Defence Costs** are not in fact **Insured** under the **Policy**.

**Defence Costs** are subject to the **Excess** and form part of the **Limit of Liability**.

### **3. Exclusions Applicable to Parts A & B**

**HDFC ERGO** will not pay for any amounts insured under the **Policy** for or arising out of:

#### **3.1 Commercial Risks**

- a) the insolvency, receivership, administration, bankruptcy or liquidation of the **Insured**; or
- b) any trading debt incurred by the **Insured**; or
- c) the failure to provide, effect, or maintain any bond, surety or insurance.

#### **3.2 Defamation**

any defamation, libel or slander.

**3.3 Employer's Liability** death, bodily or mental injury, sickness or disease, emotional distress or mental anguish of any actual or deemed employee of the **Insured**.

#### **3.4 Goods & Services Tax**

**GST** imposed or Payable in respect of the **Premium** or any payment of insured amounts made under the **Policy**.

#### **3.5 Insureds Professional Services**

the performance of any **Professional Services** by the **Insured**.

#### **3.6 Owners & Occupiers Liability**

The ownership, management, control or occupation of real property by or on behalf of the **Insured** or a **Contractor**.

#### **3.7 Penalties & Punitive Damages**

- a) any fines or other penalties; or
- b) any exemplary, aggravated, multiple or punitive damages.

#### **3.8 Prior Matters**

Or in any way connected with:

- a) any facts that, before the commencement of the **Policy Period**, the **Insured** was aware, or a reasonable person would have been aware, might give rise to a **Claim / Loss** under the **Policy**;
- b) any facts that might give rise to a **Claim / Loss** under the **Policy** which have been reported, or which can be or could have been reported, to an insurer under any insurance policy entered into before the commencement of the **Policy Period**;
- c) any facts that might give rise to a **Claim / Loss** under the **Policy** which have been disclosed to any insurer in any proposal for insurance before the commencement of the **Policy Period**; or
- d) any facts that might give rise to a **Claim / Loss** under the **Policy** which were disclosed to **HDFC ERGO** in the proposal.

#### **3.9 Product Defects** any defect in any product or good unless such defect arises out of the performance of

**Professional Services** by a **Contractor**.

**3.10 Uninsurable Amounts** amounts uninsurable at law.

### **3.11 War, Terrorism & Nuclear**

- a) war (whether declared or not), civil disturbance or riot;
- b) any actual or threatened act of terrorism or any action taken to, or taken in an attempt to, control, prevent or suppress any act of terrorism;
- c) ionising radiation or contamination by radioactivity from any nuclear fuel or any waste from the combustion of nuclear fuel; or
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear weapon, installation, reactor or other nuclear assembly or nuclear component thereof.

### **3.12 Watercraft, Aircraft & Motor Vehicles**

the ownership, maintenance, operation, possession, use, loading or unloading by or on behalf of the **Insured** or a **Contractor** of any watercraft, aircraft, motor vehicle or trailer.

### **3.13 Exclusion Bodily Injury**

Based upon, arising from or in consequence of bodily injury, sickness, disease or death of any person,

### **3.14 Delay Exclusion**

Any actual, alleged or threatened:

- delay in performance and / or
- failure to begin;

### **3.15 IPR Exclusion**

based upon, arising from, or in consequence of defamation, invasion of privacy, assertion or infringement of copyright, patent, service mark, trade name, design right or trade mark, whether registrable or not, or misappropriation of ideas or trade secrets or know how or any assertion or infringement of any intellectual property right;

### **3.16 Cyber Risk Exclusion**

With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any bodily injury, sickness, disease or death of any person and damage to or destruction of any tangible property, including loss of use thereof, whether or not it is damaged or destroyed resulting from any **Cyber attack**.

For the purpose of this exclusion only, the following definitions shall be applied

**Cyber-attack** means the transmission of fraudulent or unauthorized **Data** that is designed to modify, alter, damage, destroy, delete, record or transmit information within a **System** without authorization, including **Data** that is self-replicating or self-propagating and is designed to contaminate other computer programs or legitimate computer Data, consume computer resources or in some fashion usurp the normal operation of a **System**.

**Data** means a representation of information, knowledge, facts, concepts, or instructions which are processed or have been processed in a **Computer**.

**System** means a **Computer**; and

- A. all input, output, processing, storage and communication devices controlled, supervised or accessed by the operating systems that are proprietary to, or licensed to, the owner of the **Computer**; and

B. **Computer** means a device or group of devices that by manipulation of electronic, magnetic, optical or electromechanical impulses pursuant to a computer program can perform operations on **Data**.

#### 4. Additional Exclusions Applicable to Part B

**HDFC ERGO** will not pay for any amounts insured under Part B of the **Policy** for or arising out of.

##### 4.1 Contractual Liability

- a) a liability which the **Insured** has assumed under a contract unless such liability would have attached in the absence of such contract; or
- b) any guarantee given by the **Insured** for a debt.

##### 4.2 Fraud & Dishonesty

any fraudulent, wilful, grossly reckless, malicious or dishonest conduct including any intentional breach of any law or regulation committed by the **Insured**

This exclusion will only apply where it is established by an admission of such **Insured** or by a judgment, award, finding or other adjudication of a court, tribunal, commission or arbitrator that such conduct did in fact occur.

##### 4.3 Management Liability

the **Insured** acting in the capacity of a director or officer.

**4.4 Prior Written Demand** or in any way connected with any written demand or legal proceedings for compensation made, threatened, intimated against or involving the **Insured** prior to the commencement of the **Policy Period**.

**4.5 Related Parties:** any **Claim** made by or on behalf of:

- a) one or more **Insured**;
- b) a child, sibling, spouse, partner or parent of an **Insured** or a parent of a spouse or partner of an **Insured**;
- c) any entity which is owned, controlled or managed by any **Insured**; or
- d) any parent company or other entity which owns, controls or manages any **Insured**.

#### 5. Claims Conditions Applicable to Part A

The following Claims Conditions apply to Part A of the **Policy** only:

##### 5.1 Notification of Claims & Co-operation

It is a condition precedent to cover under the **Policy** that as soon as the **Insured** becomes aware of an act, error or omission of a **Contractor** in the performance of **Professional Services** during the **Policy Period** which the **Insured**, or a reasonable person in the **Insured's** circumstances, might expect to give rise to a **Loss** covered by the **Policy**, the **Insured** must:

- a) immediately notify **HDFC ERGO** in writing of the act, error or omission. The notification must be sent to:  
  
The Commercial Claims Department,  
  
HDFC ERGO General Insurance Co. Ltd. Corporate Claims Department 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri(E), Mumbai – 400059 Call Centre - 022-6234 6234
- b) provide **HDFC ERGO** with a report prepared by an **Expert** which analyses, assesses and identifies:
  - (i) the actual or potential cause or causes of a **Loss** including when they occurred and the person or entity responsible;
  - (ii) if there are multiple causes of a **Loss** what proportion is attributable to each cause;

- (iii) the most appropriate method to rectify the consequences of an act, error or omission; and
- (iv) the estimated cost of such rectification.

The costs of obtaining an **Expert's** advice under the **Policy** pursuant to this Claims Condition shall be borne by the Insured and **HDFC ERGO** in equal proportions.

If any amounts insured under the **Policy** are also potentially **insured** under any other insurance policies or performance bonds, then the Insured must advise **HDFC ERGO** within a reasonable time of making a claim under the **Policy** and provide **HDFC ERGO** with details of the other insurances or bonds.

## 5.2 Duty to Mitigate Loss

In the event the **Insured** discovers an act, error or omission of a **Contractor** in the performance of **Professional Services** which leads to a dispute with the **Contractor**, the **Insured** is required at its own expense to exhaust all available options to resolve the dispute, including exercising all rights that exist under contract during the construction or defects liability period phases of the **Project**, which fall short of:

- a) seeking a determination from an expert or dispute committee;
- b) commencing arbitration or mediation; or
- c) commencing legal proceedings,

unless otherwise agreed to by **HDFC ERGO**.

Notwithstanding the above, notification by the **Insured** of an act, error or omission of a **Contractor** must always be provided in accordance with Claims Condition 5.1 in respect of "Notification of Claims & Co-operation" and **HDFC ERGO** at all times retains the right to effectively associate in any dispute resolution process undertaken by the **Insured**.

## 6. Claims Conditions Applicable to Part B

The following Claims Conditions apply to Part B of the **Policy** only:

### 6.1 Notification of Claims & Co-operation

It is a condition precedent to cover under the **Policy** that as soon as the **Insured** becomes aware of a **Claim** during the **Policy Period** the **Insured** must immediately notify **HDFC ERGO** in writing of the **Claim**.

Where the **Insured** becomes aware of facts that might give rise to a **Claim** against the **Insured** during the **Policy Period** then the Insured may elect to report those facts in writing to **HDFC ERGO** as soon as the **Insured** becomes aware of those facts but before the end of the **Policy Period** in which case any **Claim** that subsequently arises out of those facts shall be deemed to have been reported to **HDFC ERGO** at the time those facts were reported to **HDFC ERGO**.

All notifications must be sent to:

The Commercial Claims Department

HDFC ERGO General Insurance Co. Ltd. Corporate Claims Department 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri(E), Mumbai – 400059 Call Centre - 022-6234 6234

If the **Insured** reports a **Claim** or facts that might give rise to a **Claim** to **HDFC ERGO** then, the **Insured** must give **HDFC ERGO** such information and co-operation as it may reasonably require including but not limited to:

- (i) a description of the **Claim**;
- (ii) the nature of the allegation;
- (iii) the nature if the alleged or potential loss;
- (iv) the names of actual or potential claimants; and
- (v) the manner in which the **Insured** first became aware of the **Claim**.

In the event that there are a number of causes which give rise to a loss for which a **Claim** is made the **Insured** must provide **HDFC ERGO** with a report prepared by an **Expert** which analyses, assesses and identifies:

- (i) the actual or potential causes of a loss including when they occurred and the person or entity responsible;
- (ii) what proportion is attributable to each cause; and
- (iii) where applicable, the most appropriate method to rectify any consequences of an act, error or omission and the estimated cost of such rectification.

The costs of obtaining an **Expert's** advice under the **Policy** pursuant to this Claims Condition shall be borne by the **Insured** and **HDFC ERGO** in equal proportions.

If any amounts insured under the **Policy** are also potentially **insured** under any other insurance policies, then the **Insured** must advise **HDFC ERGO** within a reasonable time of making a claim under the **Policy** and provide **HDFC ERGO** with details of the other insurance.

## 6.2 Defence & Settlement

**HDFC ERGO** may, in its absolute discretion, take over the conduct of any investigation, settlement or defence of any **Claim**. In the event **HDFC ERGO** does not exercise its discretion to take over conduct, **HDFC ERGO** will have the right to effectively associate in the conduct of any investigation, settlement or defence of any **Claim**.

It is a condition precedent to cover under the **Policy** that the **Insured** must:

- a) take all reasonable steps to mitigate loss;
- b) not agree to any waiver, limitation or delay as to their legal rights of recovery against any other party;
- c) not admit liability, negotiate any settlement, enter into any settlement agreement or incur any **Defence Costs** without the prior written consent of **HDFC ERGO** which shall not be unreasonably withheld; and
- d) give **HDFC ERGO** all the information and assistance that **HDFC ERGO** requires for the purpose of investigating:
  - (i) the cause and consequences of any **Claim**;
  - (ii) the **Insured's** liability to any party in respect of any **Claim**; and
  - (iii) whether **HDFC ERGO** has any liability to the **Insured** under the **Policy** and, if so, the extent of its liability;

and, where applicable, conducting the defence of a **Claim**.

## 6.3 Contesting a Claim

**HDFC ERGO** shall not require the **Insured** to contest any **Claim** unless **Senior Counsel** advises that such **Claim** should be contested. In formulating such advice **Senior Counsel** shall take into consideration the economics of the matter (including potential **Defence Costs**) and the prospects of the **Insured** successfully defending the **Claim**.

## 6.4 Settling a Claim

In the event that **Senior Counsel** recommends settlement in respect of a **Claim** and the **Insured** does not agree that such **Claim** should be settled, the **Insured** may elect to contest such **Claim** provided always that the liability of **HDFC ERGO** shall not exceed the amount for which the **Claim** could have been settled plus **Defence Costs** incurred with **HDFC ERGO's** prior written consent up to the date of such election.

## 7. General Conditions Applicable to Parts A & B

### 7.1 Limit of Liability

The maximum amount payable by **HDFC ERGO** under the **Policy** is the **Limit of Liability**. The **Limit of Liability** is inclusive of any **Defence Costs**, costs of obtaining **Senior Counsel's** advice or determination pursuant to General Condition 7.4 in respect of "Allocation", sub-limits of liability and any other amounts insured under the **Policy**.

## 7.2 Excess

**HDFC ERGO** will only pay in respect of a:

- a) **Loss**; or
- b) **Claim** and associated **Defence Costs** and other amounts **Insured** under the **Policy**, the amount which is above the **Excess**. The **Excess** shall be the first amount borne by the **Insured** and shall remain uninsured.

All **Loss** and **Claims** which are attributable to the one source or originating cause shall be deemed to be a single claim under the **Policy** and one **Excess** shall apply.

The Excess shall reduce the Sum Insured.

## 7.3 Third Parties

A person who is not a party to the **Policy** shall have no right to enforce any of its terms under any applicable law of relevant jurisdiction.

## 7.4 Allocation

In the event that the **Insured**:

- a) sustains a loss; or
- b) is a party to a demand, legal proceedings, or hearing, which is covered only in part by the **Policy**, the **Insured** and **HDFC ERGO** will use their best efforts to agree upon a fair and proper allocation of amounts insured under the **Policy** which relate solely to what is covered under the **Policy**.

In the event that an agreement cannot be reached, it shall be resolved as per Arbitration clause of the Policy.

## 7.5 Other Insurance

If at the time of any claim under the **Policy** there is or would be but for the existence of the **Policy** any other policy of indemnity or insurance in favour of or effected by or on behalf of the **Insured** applicable to such claim, **HDFC ERGO** shall not be liable under the **Policy** to indemnify the **Insured** for such claim except insofar as it concerns any excess beyond the amount which would be payable under such indemnity or insurance had the **Policy** not been effected.

## 7.6 Material Change to Risk

It is a condition precedent to cover under the **Policy** that the **Insured** must, within 30 days of any material change to the risks insured under the **Policy** notify **HDFC ERGO** in writing of the change. A material change to risks insured includes, but is not limited to:

- a) a change in a contract with a **Contractor** in respect of the Project from a fixed price contract to a costs plus contract;
- b) a change in the scope of works in respect of the **Project**, including but not limited to a major design variation;
- c) the insolvency of a **Contractor**; or
- d) any change in a limitation of liability agreement whereby the **Insured** agrees to limit the liability of a **Contractor** to a greater degree.

In that event, **HDFC ERGO** reserves the right to impose additional terms and conditions and to charge an additional premium.

## 7.7 Subrogation

If **HDFC ERGO** grants indemnity under the **Policy**, then **HDFC ERGO** shall be subrogated to the **Insured's** rights of recovery against any person or entity whether or not payment has in fact been made and whether



or not the **Insured** has been compensated in full for their loss. Each **Insured** must, at its own cost, provide all reasonable assistance to **HDFC ERGO** (including, but not limited to giving information, signing documents and giving evidence) to help enforce those rights.

The **Insured** must not do anything that may prejudice **HDFC ERGO's** position or its potential or actual rights of recovery against any party. This will not apply to entering into a contract (written or otherwise) which excludes or limits the liability of a **Contractor** but will apply to entering into a contract (written or otherwise) as a result of a dispute which involves the **Insured** in any way.

Any amounts recovered by **HDFC ERGO** or Insured in excess of **HDFC ERGO's** total payment to the **Insured** shall be restored to the **Insured** less the cost to **HDFC ERGO** of such recovery.

## 7.8 Assignment

The **Policy** and any rights under or in respect of it cannot be assigned without **HDFC ERGO's** prior written consent.

## 7.9 Valuation & Foreign Currency

All amounts referred to in the **Policy** are expressed and payable in the currency specified in the **Schedule**. If judgment is rendered, settlement is negotiated or any **Loss, Defence Costs** or any other amount insured under the **Policy** is stated in a currency other than the currency specified in the **Schedule**, then payment under the **Policy** shall be made in that currency at the rate of exchange for the purchase of the currency specified in the **Schedule** published by the Reserve Bank of India (RBI) on the date, or if not published on that date then immediately thereafter, the final judgment is reached or the settlement is agreed upon.

## 7.10 Notices

Any notice given to **HDFC ERGO** under the **Policy** must be in writing and sent to the address specified in Claims Condition 5.1 and Claims Condition 6.1. A notice served by post, if not received earlier, is taken to have been received on the next day after posting. A notice served by fax is taken to be served only if a complete and correct transmission report is received and it is taken to be received by the addressee (whether it is in fact received or not) on the day of transmission.

## 7.11 Confidentiality

The **Insured** shall not publish or disclose the existence of this **Policy** including details of the premium paid, except as required by law or where the **Insured** has obtained **HDFC ERGO's** written consent to do so.

## 7.12 Governing Law & Exclusive Jurisdiction

The **Policy** shall be interpreted & governed by the laws of India.

## 7.13 Arbitration Clause

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.

## 7.14 Policy Interpretation & Construction

The headings in the Policy are for descriptive purposes only and do not form part of the **Policy** for the purpose of its construction or operation. Words used in the singular shall include the plural and vice versa. For the meaning of any words in bold refer to the **Schedule** and Section 8 - Definitions.

## 7.15 Cancellation Provision

### A) Cancellation by HDFC ERGO



**HDFC ERGO** will cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the **Insured**. **HDFC ERGO** will refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period

## **B) Cancellation by Insured**

### **For Long Term policies (Policy duration more than 1 year):**

In case of No claim: **HDFC ERGO** shall refund proportionate premium for the unexpired policy period.

In case of claim: No refund shall be made for the year in which claim is made. **HDFC ERGO** shall refund proportionate premium for the unexpired policy years.

### **For policy duration up to 1 year:**

**HDFC ERGO** shall refund proportion premium for rest of the policy period subject to no claim(s) made during the policy period

## **7.16 Renewal**

**HDFC ERGO** shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. **HDFC ERGO** reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.

## **8. Definitions Applicable to Parts A & B**

### **In the Policy:**

**8.1 Claim** means any written demand or Civil proceedings for compensation first made or brought against the **Insured** during the **Policy Period**, and reported to **HDFC ERGO** during the **Policy Period**, which may result in the payment of any amounts insured under the **Policy**.

**8.2 Contractor** means any contractor or consultant specifically listed in annexure to the **Policy** and any sub-contractors or sub-consultants engaged by such listed contractors or consultants to perform **Professional Services**.

**8.3 Defence Costs** means reasonable and necessary costs and expenses incurred by Insured, or by the **HDFC ERGO** but only with **HDFC ERGO's** prior written consent which shall not be unreasonably withheld, solely for the benefit of the **Insured** in the investigation, settlement, defence or appeal of any **Claim** covered under Part B of the Policy.

**Defence Costs** does not include salaries, wages, allowances, travel or accommodation expenses incurred by the **Insured** in assessing, investigating, dealing with and assisting others to deal with any **Claim**.

**8.4 Expert** means an independent and appropriately qualified industry expert to be mutually agreed upon by **HDFC ERGO** General Insurance and the **Insured**.

**8.5 GST** means the tax imposed as goods and services tax under the Indian Goods and Services Tax Act or as amended and any penalty and interest payable in respect of that tax.

**8.6 Insured** means:

- a) the **Named Insured** as listed in the **Schedule**; and
- b) in respect of Part B of the **Policy** only:
  - (i) any past, present or future director, partner or employee of the **Named Insured**
  - (ii) the estate, heirs, executors, administrators or legal representatives of any past, present or

- future director, partner or employee of the **Named Insured** in the event of the death, incapacity or bankruptcy of such director, partner or employee; or
- (iii) the lawful spouse or domestic partner of any past, present or future director, partner or employee of the **Named Insured**, in respect of any Claim brought against them as if the Claim had been brought against that Named Insured.

**8.7 HDFC ERGO** means HDFC ERGO General Insurance Co. Ltd.

**8.8 Loss** means the amount of compensatory damages the **Insured** would be entitled to recover from the **Contractor** in civil proceedings irrespective of any contractual monetary limitation on the **Contractor's** liability to the **Insured**.

**8.9 Policy** means this policy wording, any endorsements to it and the **Schedule**.

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

**8.11 Premium** means the amount payable by the **Named Insured** for the **Policy** including any applicable charges advised by **HDFC ERGO**.

**8.12 Professional Services** means one or more of the services listed in annexure but only in respect of the **Project**:

Provided that any of the services listed in annexure is performed only by, or under the direct supervision of, a properly registered engineer, architect or surveyor, a quantity surveyor or any other person providing a professional service of a skillful character according to an established discipline appropriate to the **Professional Services** being performed or supervised.

**Professional Services** excludes:

- (i) performance or supervision (where such supervision would normally be undertaken by a building contractor) of construction, manufacture, assembly, installation, erection, maintenance or physical alteration of buildings, goods, products or property; or
- (ii) environmental protection, workplace health and safety or industrial relations matters which would normally be overseen by a building contractor.

**8.13 Schedule** means the schedule attached to the **Policy** and signed by a person authorized by **HDFC ERGO**.

**8.14 Senior Counsel** means an Advocate to be mutually agreed upon by HDFC ERGO General Insurance and the Insured.

## **GRIEVANCE REDRESSAL PROCEDURE**

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

Our Grievance Redressal Officer

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

- Contact us: 022 6158 2020/ 022 6234 6234
- Emails – grievance@hdfcergo.com
- Contact Details for Senior Citizens: 022 6242 6226 | Email ID: seniorcitizen@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 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 - 400078, Maharashtra  
e-mail: [cgo@hdfcergo.com](mailto:cgo@hdfcergo.com)**

Grievance may also be lodged at IRDAI Integrated Grievance Management System- <https://bimabharosa.irdai.gov.in>

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 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

You may also refer Our website [www.hdfcergo.com](http://www.hdfcergo.com)”<https://www.hdfcergo.com/customer-voice/grievances> for detailed grievance redressal procedure.

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<b>AHMEDABAD</b> <b>Office of the Insurance Ombudsman,</b> Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: <a href="mailto:oio.ahmedabad@cioins.co.in">oio.ahmedabad@cioins.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu
<b>BENGALURU</b> <b>Office of the Insurance Ombudsman,</b> 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: <a href="mailto:oio.bengaluru@cioins.co.in">oio.bengaluru@cioins.co.in</a>	Karnataka.

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<b>BHOPAL</b> <b>Office of the Insurance Ombudsman,</b> LIC of India, Zonal Office Bldg. 1st floor,” Jeevan Shikha”, 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202/ 2769203/ 2769200 Email: oio.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
<b>BHUBANESHWAR</b> <b>Office of the Insurance Ombudsman,</b> 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455/ 2596003/ 2596429 Fax: 0674 - 2596429 Email: oio.bhubaneswar@cioins.co.in	Orissa.
<b>CHANDIGARH</b> <b>Office of the Insurance Ombudsman,</b> Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468/ 2773101 Email: oio.chandigarh@cioins.co.in	State of Punjab, Haryana (excluding 4 districts viz Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh.
<b>CHENNAI</b> <b>Office of the Insurance Ombudsman,</b> Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Fax: 044 - 24333664 Email: oio.chennai@cioins.co.in	Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry).
<b>DELHI</b> <b>Office of the Insurance Ombudsman,</b> 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011-46013992 Email: oio.delhi@cioins.co.in	Delhi, 4 districts of Haryana viz Gurugram, Faridabad, Sonapat and Bahadurgarh)
<b>GUWAHATI</b> <b>Office of the Insurance Ombudsman,</b> Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2632205 Email: oio.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
<b>HYDERABAD</b> <b>Office of the Insurance Ombudsman,</b> 6-2-46, 1st floor, “Moin Court”, Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 – 23376991/ 23376599 Email: oio.hyderabad@cioins.co.in	State of Andhra Pradesh, Telangana and Yanam – a part of Union Territory of Puducherry
<b>JAIPUR</b> <b>Office of the Insurance Ombudsman,</b> JeevanNidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363/2740798 Email: oio.jaipur@cioins.co.in	Rajasthan

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<b>KOCHI</b> <b>Office of the Insurance Ombudsman,</b> 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G.Road, Kochi - 682 011. Tel.: 0484 – 2358759/ 2358734 Email: oio.ernakulam@cioins.co.in	Kerala Lakshadweep, Mahe - a part of Union territory of Puducherry
<b>KOLKATA</b> <b>Office of the Insurance Ombudsman,</b> Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 Fax : 033 - 22124341 Email: oio.kolkata@cioins.co.in	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands
<b>LUCKNOW</b> <b>Office of the Insurance Ombudsman,</b> 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
<b>MUMBAI</b> <b>Office of the Insurance Ombudsman,</b> 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in	List of wards under Mumbai Metropolitan Region excluding wards in Mumbai - i.e M/E, M/W, N, S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.
<b>NOIDA</b> <b>Office of the Insurance Ombudsman,</b> Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120- 2514252 / 2514253 Email: oio.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, 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.
<b>PATNA</b> <b>Office of the Insurance Ombudsman,</b> 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	Bihar Jharkhand

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<b>PUNE</b> <b>Office of the Insurance Ombudsman,</b> JeevanDarshan LIC Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020- 24471175 Email: oio.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region
<b>THANE</b> <b>Office of the Insurance Ombudsman,</b> 2nd Floor, Jeevan Chintamani Building, Vasant Rao Naik Mahamarg, Thane (West) Thane – 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T.”