

Educators Insurance Policy - Prospectus

INTRODUCTION

Administering an educational institution is a challenging task. Fuelled by a litigious society, numerous laws and highly publicized monetary awards and settlements - students, parents, the government, and most often, fellow staff members are “dragging” even the best-run schools and well-intentioned educators into court. In such a scenario, administrators, teachers and educators may find themselves personally and financially liable for their alleged actions or inactions. To help educators and their educational institutions, HDFC ERGO offers a comprehensive Educator's Professional Liability Insurance Policy.

ELIGIBILITY CRITERIA

The product can be offered to: Educational Institutions

WHAT IS COVERED

The Company shall pay on behalf of an Insured all Loss which such Insured becomes legally obligated to pay on account of any Claim first made against such Insured during the Policy Period or, if exercised, during the Extended Reporting Period, for:

- (a) a Wrongful Act;
- (b) Educator's Errors or Omissions; or
- (c) Employment Practices committed, attempted, or allegedly committed or attempted, by such Insured before or during the Policy Period.

SPOUSAL LIABILITY COVERAGE

If a Claim against an Insured Person includes a claim against the lawful spouse of such Insured Person solely by reason of such spouse's status as a spouse or such spouse's ownership interest in property which the claimant seeks as recovery for an alleged Wrongful Act of such Insured Person, all loss which such spouse becomes legally obligated to pay on account of such claim shall be treated for purposes of this policy as a Loss which such Insured Person becomes legally obligated to pay on account of the Claim made against such Insured Person. All limitations, conditions, provisions and other terms of coverage (including the Deductible Amount) applicable to such Insured Person's Loss shall also be applicable to such spousal loss. However, coverage shall not apply to the extent any Claim alleges any act or omission by such Insured Person's spouse.

WHAT IS NOT COVERED

The Company shall not be liable for Loss on account of any Claim:

- (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 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 pending, or order 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 or any substantially similar fact, circumstance or situation underlying or alleged therein;
- (c) 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 deliberately fraudulent act or omission;
- (d) based upon, arising from, or in consequence of such Insured having gained in fact any profit, remuneration or advantage to which such Insured was not legally entitled;
- (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 central, state or local statutory law or common law regarding Pollution;

or (ii) disclosure regarding any actual or alleged Pollution by any Educational Institution;

- (f) based upon, arising from, or in consequence of any written, oral, express or implied contract or agreement. However, this exclusion shall not apply to (i) Employment Practices; or (ii) that part of Loss which constitutes Defence Costs;
- (g) based upon, arising from, or in consequence of performing or failure to perform any Professional Service other than education or teaching of students;
- (h) based upon, arising from, or in consequence of any collectively bargained or negotiated labor agreement;
- (i) 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;
- (j) for bodily injury, sickness, disease or death of any person, loss of use of tangible property whether or not it is damaged or destroyed, or damage to or destruction of any tangible property; or
- (k) for assault, battery or any act or omission in connection with the prevention or suppression of such acts, whether caused by or at the instigation or direction of any Insured, other person or entity.

CANCELLATION

The Insured can cancel the policy at any time during the policy term, by informing the Company.

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Insured.

The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

THIS PROSPECTUS

This prospectus gives information only. This is not an insurance contract. Each insurance cover is subject to terms and conditions, which You can read in the **Educators Insurance Policy** document. You must read the policy document to know the insurance cover fully. You can get a copy of the **Educators Insurance Policy** from Our branch or from Our website: www.hdfcergo.com. For any legal interpretation, policy document will hold.

GRIEVANCES

If You have any grievance about any matter relating to the policy, or Our decision on any matter, or Our decision about Your claim, You can pursue Your grievance with Company's 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 Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai – 400078, Maharashtra**

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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 Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: 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 - <https://www.hdfcergo.com/customer-voice/grievances> for detailed grievance redressal procedure.

ABOUT OUR COMPANY

Name of the company – HDFC ERGO General Insurance Company Limited (IRDAI Reg No 146)

Registered & Corporate Office- 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai – 400 059.

Website – www.hdfcergo.com

Contact us - 022 6158 2020/ 022 6234 6234

Email – care@hdfcergo.com

INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates

No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

Disclaimer: In the event of any question relating to interpretation of the insurance coverage, the policy document will prevail.