

## HDFC ERGO Side A D&O Policy - (Variant 3) - A Claims Made Policy

**PLEASE NOTE:**

**THIS IS A CLAIMS MADE POLICY.**

THE COVER PROVIDED BY THIS POLICY IS AFFORDED SOLELY WITH RESPECT TO CLAIMS FIRST MADE AGAINST AN **INSURED** DURING THE **POLICY PERIOD** OR ANY **DISCOVERY PERIOD** PURCHASED.

THE **LIMIT OF LIABILITY** AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF **DEFENCE COSTS** AND **INVESTIGATION COSTS**. **DEFENCE COSTS** AND **INVESTIGATION COSTS** WILL BE APPLIED AGAINST THE **RETENTION**. THE **INSURER** HAS NO DUTY UNDER THE POLICY TO DEFEND ANY **INSURED**.

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**THIS IS A CLAIMS MADE POLICY. PLEASE READ IT CAREFULLY.**

In consideration of the payment of the premium or agreement to pay the premium and in reliance upon the statements made in the **Proposal**, which is made a part hereof and deemed attached hereto, and subject to the terms and conditions of this Policy and any endorsements attached to this Policy, the **Insurer** and the **Named Company** agree as follows:

**1. INSURANCE COVER**

The **Insurer** will pay, to or on behalf of the **Insured Persons**, **Loss** arising from a **Claim** first made during the **Policy Period** or the **Discovery Period** (if applicable), but only:

either,

**1.1. in excess of:**

- (a) any other valid and collectible insurance, including the **Underlying Insurance** in case of reduction or exhaustion of the applicable limit(s) of liability of such insurance (including reduction or exhaustion based on the **Insured Persons**' payments), and
- (b) any other indemnification the **Insured Person** may be entitled to from any source, including from the **Company**;

or

**1.2. on a "drop down" basis, as a primary insurance, in any of the following events:**

- (a) failure by any **Underlying Insurer** to provide, agree to provide or acknowledge an obligation to provide coverage for **Loss** or **Investigation Costs** (or part thereof) within 60 days after receiving a written request for such coverage from the **Insured Person**; or
- (b) failure by the **Company** to indemnify, agree to indemnify or acknowledge an obligation to indemnify the **Insured Person** for **Loss** or **Investigation Costs** (or part thereof) within 60 days after receiving a written request for such indemnification from the **Insured Person**; or
- (c) the **Underlying Insurer's** rescission of such **Underlying Insurance**.

This Policy is intended for the protection and benefit of the **Insured Persons**. In no event shall the **Company**, the **Outside Entity** or any other entity or person other than the **Insured Persons** be deemed insured in any respect under this Policy.

**2. REVERSE DIC**

If a Definition or Exclusion in this Policy is inconsistent with the same or equivalent provision in the **Underlying Insurance** and is less favourable to the **Insured Persons** than such provision of the **Underlying Insurance**, then such Definition or Exclusion of this Policy will be deemed amended or deleted, as the case may be, to be no less favourable to the **Insured Persons** than such provision of the **Underlying Insurance**, provided

that this Clause shall not apply with respect to the definition of **Policy Period**, **Underlying Insurance** and **to Exclusion** 4.2 of this Policy.

**3. DEFINITIONS**

**3.1. ASSETS AND LIBERTY PROTECTION COSTS**

means reasonable and necessary fees, costs and expenses incurred by an **Insured Person**, with the **Insurer's** prior written consent (not to be unreasonably withheld or delayed) to oppose any effort by an **Official Body** to seek or obtain:

- (a) the seizure, freezing, confiscation, assumption of ownership and control, or suspension of rights of ownership of, an **Insured Person's** real property or personal assets; or
- (b) a charge over an **Insured Person's** real property or personal assets; or
- (c) the permanent or temporary prohibition on an **Insured Person** from holding office as a director or officer of a **Company**; or
- (d) the restriction of an **Insured Person's** liberty to a domestic residence or an official detention; or
- (e) the deportation of an **Insured Person** upon revocation of otherwise valid immigration status for any reason other than such **Insured Person's** arrest or conviction for a crime, through any interim or interlocutory judicial order, by reason of a **Claim** against such **Insured Person** covered under this Policy.

**3.2. CHANGE IN CONTROL** means:

- (a) the **Named Company's** merger with or consolidation into any other company; or
- (b) any person or company acting alone or in concert:
  - (i) acquiring ownership or control or assuming control pursuant to a written agreement with other shareholders of more than 50% of the voting rights in the **Named Company** and/or more than 50% of the outstanding **Securities** representing the right to vote for the election of the board of directors of the **Named Company** and/or assuming the right to appoint or remove the majority of the board of directors of the **Named Company**; or
  - (ii) acquiring ownership of all or the majority of the **Named Company's** assets.

**3.3. CLAIM** means:

- (a) any written demand for monetary or non-monetary relief; or
- (b) any civil (including arbitration and other alternative dispute resolution), criminal, regulatory or administrative proceeding; or
- (c) any **Extradition Proceeding**; or

(d) any appeal from, or any written request to waive or toll any statute of limitations in connection with, any matter described under (a), (b),(c) or (d) above, against an **Insured Person** for a **Wrongful Act**, deemed to be made upon receipt by or service upon the **Insured Person**, whichever is earlier.

**Claim** also includes any **Investigation** solely for the purposes of giving effect to Extension 5.2.

If two or more **Claims** arise out of or are based upon or attributable to the same or related or continuous or repeated **Wrongful Acts**, they will be considered a single **Claim** and will be deemed first made at the time the earlier **Claim** was made.

**3.4. COMPANY** means the **Named Insured** and any **Subsidiary** thereof including, in the event a bankruptcy proceeding is instituted by or against any such entity, the resulting debtor-in-possession or the equivalent in any jurisdiction, if any.

**3.5. DEFENCE COSTS** means reasonable and necessary fees, costs and expenses incurred with the prior written consent of the **Insurer** (not to be unreasonably withheld or delayed), including expert witness fees and premiums for any appeal bond, attachment bond or similar bond (but not the collateral), incurred by an **Insured Person** in the investigation, adjustment, defence or appeal of a **Claim**.

**Defence Costs** shall not include any (i) overhead expenses, benefits, salaries wages of **Insured Persons** or employees of the **Company**, or (ii) **Investigation Costs, Assets and Liberty Protection Costs, Reputation Costs or Facilitation Costs**.

**3.6. DERIVATIVE INVESTIGATION** means an investigation conducted by the **Company**,or by its board of directors(or equivalent body) or a committee thereof, as to how the **Company** should respond to:

- (a) a shareholder derivative demand made upon the **Company**'s board of directors (or equivalent body) to bring a civil proceeding in a court of law against an **Insured Person**; or
- (b) a shareholder derivative lawsuit that has been brought on behalf of the **Company** against an **Insured Person**.

**3.7. DIRECTOR** means any natural-person director or equivalent executive of an entity, including any trustee, manager, member of a management board or committee, governor or natural-person general partner of an entity.

**3.8. DISCOVERY PERIOD** means the relevant period stated in ITEM 7(C) of the Schedule commencing immediately after the Expiration Date as stated in ITEM 2(b) of the Schedule.

**3.9. EXTRADITION PROCEEDING** means any proceedings against an **Insured Person** following a request or arrest warrant for deportation or extradition, including an appeal or separate proceeding to overturn a deportation, extradition or arrest order, provided such request or arrest is not issued as a consequence of

such **Insured Person** being unlawfully at large in any country or jurisdiction after final adjudication by the court of another country.

An **Extradition Proceeding** shall be deemed first made upon receipt by the **Insured Person** of an official notice in writing from the responsible government authority advising of a request for extradition being made against them, or upon execution of a warrant for arrest of such **Insured Person**, whichever is the earlier.

**3.10. FACILITATION COSTS** means reasonable and necessary fees, costs and expenses (including premiums or origination fees for any loan or bond) incurred by an **Insured Person**, with the **Insurer**'s prior written consent (not to be unreasonably withheld or delayed), by reason of a **Claim** against such **Insured Person** covered under this Policy, solely to facilitate the return of amounts required by such **Insured Person** pursuant to Section 304(a) of the Sarbanes-Oxley Act of 2002 and/or Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or any other related regulation as applicable

For the avoidance of doubt, **Facilitation Costs** do not include the amounts to be returned.

**3.11. INDEPENDENT DIRECTOR** means any **Director** of the **Company** who is not an officer or employee of any **Company**.

**3.12. INSURED PERSON /INSURED / YOU/ YOUR** means any natural person who was, is or during the **Policy Period** becomes:

- (a) **Director**, officer, controller, general counsel or risk manager of the **Company**, and any position functionally equivalent to the foregoing; or
- (b) **Outside Director**; or
- (c) employee of the **Company** (other than an employee included within subsection (a) above), but only with respect to:
  - (i) **Claims** brought by **Securities'** holders of the **Company** in their capacity as such, including without limitation any shareholder derivative or securities class action; or
  - (ii) any other **Claim**, as long as such **Claim** is made and maintained against an **Insured Person** described in subsection (a)above as well as such employee: or

(d) **Independent Director**.

**Insured Person** shall not include any insolvency practitioner or external auditor appointed on behalf of a **Company**.

**3.13. INVESTIGATION** means any official inquiry or investigation by an **Official Body** into the affairs of a **Company** or an **Outside Entity**, where an **Insured Person** is requested to:

- (a) appear at a meeting, interview or deposition, or
- (b) produce documents in his or her possession, by reason of his or her status as an **Insured Person** or service in such capacity, or otherwise in connection

with the **Company's** business, but only if such request is made by:

- (i) an **Official Body**, or
- (ii) the **Company**, including its board of **Directors** (or equivalent body) or any committee thereof as part of a **Derivative Investigation**,

provided, that **Investigation** shall not entail the allegation of a **Wrongful Act** and shall not include any investigation which focuses on an industry or any regularly scheduled or routine regulatory or internal examination, inspection, review, audit, production of documents or request for information conducted as part of the normal review, supervision or compliance process of any **Official Body** or **Company**.

An **Investigation** shall be deemed first made when the **Insured Person** is first required to participate in, or formally identified as being subject to, such **Investigation**, whichever is the earlier.

In the event any matter described in subsection (a) or (b) above becomes a **Claim**, then effective as of the date such matter becomes a **Claim**, such matter shall no longer be treated as an **Investigation** under this Policy.

**3.14. INVESTIGATION COSTS** means reasonable, and necessary fees, costs and expenses (other than salary) incurred by an **Insured Person** with the **Insurer's** prior written consent (not to be unreasonably withheld or delayed) **solely** to prepare for and respond to an **Investigation**.

**Investigation Costs** shall not include any overhead expenses, benefits, salaries or wages of **Insured Persons** or employees of the **Company**.

**3.15. LOSS** means any damages, judgments, settlements or other amounts which an **Insured Person** is legally obligated to pay as a result of a **Claim**, including any of the following, if and to the extent insurable under applicable law:

- (a) pre- and post-judgment interest;
- (b) punitive, exemplary and multiple damages;
- (c) fines and penalties imposed by law, including but not limited to civil penalties assessed against an **Insured Person** under Section 308 of the Sarbanes-Oxley Act of 2002 or Section 2(g)(2)(B) of the Foreign Corrupt Practices Act of 1977 or any other similar law applicable
- (d) taxes imposed by law, if such taxes are imposed upon an **Insured Person** in connection with his or her service with a **Company** that is financially insolvent or bankrupt;
- (e) **Defence Costs**;
- (f) **Assets and Liberty Protection Costs**;
- (g) **Facilitation Costs**.

For the purposes of Extensions 5.2 and 5.3 **Loss** shall also include:

- (i) **Reputation Costs**; and

**(ii) Investigation Costs.**

**Loss** shall not include:

- (1) any employment-related benefits;
- (2) any reimbursement required pursuant to Section 304 the Sarbanes-Oxley Act of 2002 of the United States of America and/or Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or any other similar law as applicable.(except in relation with **Facilitation Costs**);
- (3) amounts which are uninsurable under applicable law; however, for purposes of determining the insurability of matters, including those listed in subsections (a) through (g) above, the **Insurer** agrees to abide by any applicable law which most favours insurability (including the jurisdiction where such amounts were awarded or imposed, the **Wrongful Acts** giving rise to the **Claim** were committed, the **Company** or **Insurer** is incorporated or has its principal place of business, or the **Insured Person** resides) according to the written opinion of counsel for the **Insured Person**. The **Insurer** will not dispute such opinion, and nothing in this Definition 3.15 will preclude coverage for **Defence Costs** incurred in **Claims** seeking amounts which are uninsurable under applicable law. The **Insurer** will not assert that any amounts attributable to an actual or alleged violation of Section 11, 12 or 15 of the Securities Act of 1933 or any other similar law as applicable, are uninsurable under the law, and will treat such amounts as **Loss** under this Policy.

**3.16. MANDATE** means any mandate given, at the express request of the **Named Company**, to a natural or legal person to act as a director, officer, trustee, regent or governor of or in another equivalent executive position in any organisation, association or entity.

**3.17. NAMED COMPANY** means the entity identified as such in ITEM 1(a)of the Schedule.

**3.18. OFFICIAL BODY** means:

- (a) any federal, state, local or foreign governmental investigative, regulatory or administrative authority or agency (including the. U.S. Department of Justice, the. U.S. Securities and Exchange Commission and any Attorney General); or
- (b) the enforcement unit of any securities or commodities exchange or other self-regulatory organisation or

Any other governmental organization as required by the law of the country

**3.19. OUTSIDE DIRECTOR** means any natural person employed by the **Company** who exercises a **Mandate** in an **Outside Entity**.

**3.20. OUTSIDE ENTITY** means any organisation, association or entity, other than a **Company**, during any time any person exercises a **Mandate** therein.

- 3.21. POLICY PERIOD** means the period set forth in ITEM 2 of the Schedule subject to prior cancellation pursuant to Condition 6.5.
- 3.22. PROPOSAL** means any documents, statements and information made available to the **Insurer** for the purpose of its assessment of the risk to be covered under this Policy, including but not limited to any proposal form and any attachments thereto, annual reports, financial statements of any **Company** and other information or materials made publicly available by any **Company, Subsidiary or Insured Persons**.
- 3.23. REPUTATION COSTS** mean reasonable and necessary fees, costs and expenses of a public relations firm, crisis management firm or law firm, incurred by an **Insured Person** with the **Insurer's** prior written consent, solely to mitigate the adverse effects of a covered **Claim** or **Investigation**.
- 3.24. RETIRED DIRECTOR** means a director or officer who voluntarily ceased to hold such office prior to the Expiration Date as stated in ITEM 2(b) of the Schedule other than a disqualified director or where directly related to a **Change in Control**.
- 3.25. SECURITIES** means any of the following issued by any entity:
- (a) bonds, debentures, evidence of indebtedness, notes, shares, stocks or other equity or debt security; and
  - (b) certificates of interest or participation in, receipts for, warrants or other rights to subscribe to or purchase, voting trust certificates relating to, certificates of deposit for, or other documentary evidence of interest in any of the securities referred to in (a) above.
- 3.26. SUBSIDIARY** means:
- (a) any entity with respect to which, at or before the inception of the **Policy Period**, and during such time that, the **Named Company**, either directly or through one or more **Subsidiaries**:
    - (i) owns more than 50% of the issued and outstanding shares of such entity; or
    - (ii) controls more than 50% of the voting rights within such entity; or
    - (iii) controls the right to vote for the election or removal of the majority of such entity's board of directors;
  - (b) any foundation, charitable trust or political action committee during any time that such entity is or was controlled or exclusively sponsored by the **Named Company**, either directly or indirectly through one or more **Subsidiaries** as defined under (a) above.
- Coverage under this Policy is limited to **Wrongful Acts** committed or allegedly committed or with respect to **Investigations** to matters occurred or allegedly occurred during such time said entities are **Subsidiaries** as defined above.
- 3.27. UNDERLYING INSURANCE** means any policy(ies)
- scheduled in ITEM 8 of the Schedule.
- 3.28. WRONGFUL ACT** means any:
- (a) actual or alleged act, error, misstatement, misleading statement, neglect, omission or breach of duty by an **Insured Person**; or
  - (b) any matter claimed against an **Insured Person** by reason of his or her status or capacity as such including in his or her capacity as a fiduciary of the **Company** employee benefit plans.
- 3.29. INSURER/WE/US/OUR** means **HDFC ERGO General Insurance Company**
- ## 4. EXCLUSIONS
- ### 4.1. UNLAWFUL CONDUCT
- The **Insurer** will not be liable to make any payment of **Loss** arising out of, based upon or attributable to that portion of any **Claim** for an **Insured Person**:
- (a) gaining any personal profit or financial advantage to which he or she was not legally entitled, or
  - (b) committing any deliberately criminal or deliberately fraudulent act,
- provided that this Exclusion 4.1, shall only apply if the **Insured Person's** behaviour is established by a final non-appealable adjudication in the underlying proceeding adverse to such **Insured Person**.
- This Exclusion 4.1 shall not apply to:
- (i) **Defence Costs**, or
  - (ii) **Claims** against **Independent Directors** in their capacity as such.
- ### 4.2. PRIOR NOTICE
- The **Insurer** will not be liable to make any payment of:
- (a) **Loss** in connection with any **Claim**, or
  - (b) **Investigation Costs** in connection with any **Investigation**,
- arising out of, based upon or attributable to facts or circumstances alleged or contained, or the same or related **Wrongful Acts** alleged or contained, in any matter which has been reported, or with respect to which any notice has been accepted, under any directors and officers liability policy or equivalent insurance before inception of this Policy.
- For purposes of determining the application of the above Exclusions, no **Wrongful Act**, conduct or knowledge of any **Insured Person** will be imputed to any other **Insured Person**.
- ## 5. EXTENSIONS
- ### 5.1. DISCOVERY PERIOD
- This Policy shall be extended to cover **Claims** first made, or in the case of an **Investigation**, first commenced, subsequent to the **Policy Period** but during any applicable **Discovery Period**, solely for **Wrongful Acts** actually or allegedly committed, or in the case of an **Investigation**, circumstances which occurred, before the Expiration Date stated in ITEM

2(b)of the Schedule.

A **Discovery Period** shall be afforded under the following conditions:

- (a) If, subsequent to the expiration of the **Policy Period**, this Policy is not renewed or replaced by any other policy affording directors' and officers' liability coverage, the **Insurer** will grant:
- (i) an automatic **Discovery Period** as stated in ITEM 7(a) of the Schedule at no additional premium; and
  - (ii) an automatic **Discovery Period** as stated in ITEM 7(b) of the Schedule solely for **Retired Directors** at no additional premium; and
  - (iii) subject to written request to this effect and payment of the applicable additional premium before the Expiration Date stated in ITEM 2(b) of the Schedule by the **Named Company**, one of the optional **Discovery Periods** as stated in ITEM 7(c) of the Schedule at the corresponding additional premium.

The additional premium shall be deemed to be fully earned as of the inception of the **Discovery Period**.

- (b) Any **Discovery Period** invoked shall be automatically cancelled upon the effective date or the date of execution of any other policy affording similar coverage to part or all of the **Insureds**, whichever is the earlier.
- (c) Rights to a **Discovery Period** shall automatically lapse upon a **Change in Control**, however the **Insurer** may, at its sole discretion, quote for a run-off policy of up to seventy-two (72) months upon the written request of the **Named Company** on whatever terms, conditions and limitations the **Insurer** deems appropriate.

## 5.2. INVESTIGATION COSTS

This Policy is extended to cover as **Loss** all **Investigation Costs** relating to any matters existing prior to the expiration date specified in ITEM 2(b) of the Schedule.

## 5.3. REPUTATION COSTS

This Policy shall be extended to cover as **Loss** all **Reputation Costs**.

Cover under this Extension 5.3 is subject to the maximum aggregate Sub-Limit stated in ITEM 4 of the Schedule.

## 5.4. ESTATES, HEIRS AND LEGAL REPRESENTATIVES

This Policy shall be extended to include as **Insured Persons** the estates, heirs, legal representatives or assigns of an **Insured Person** who is deceased or the legal representatives or assigns of an **Insured Person** who is incompetent, insolvent or bankrupt, to the extent that such person is subject to a proceeding solely by reason of an actual or alleged **Wrongful Act** of such deceased, incompetent, insolvent or bankrupt **Insured Person** and that such **Insured Person** would have been covered by this Policy for **Loss** in the absence of their

death, incompetence, insolvency or bankruptcy.

## 5.5. SPOUSE OR DOMESTIC PARTNER

This Policy shall be extended to include as **Insured Person** any **Insured Person**'s lawful spouse or domestic partner, including same sex relationship civil partnerships, to the extent that such person is subject to a proceeding solely by reason of their ownership interest in property which a claimant seeks as recovery in respect of a **Claim** against such **Insured Person**.

## 6. CONDITIONS

### 6.1. LIMIT OF LIABILITY

- (a) The Limit of Liability set forth in ITEM 3 of the Schedule shall be the **Insurer's** maximum aggregate liability for all **Loss** under this Policy, whether or not a **Discovery Period** is purchased, and regardless of the number of **Insured Persons**, **Claims** or **Investigations**.
- (b) All Sub-Limits stated in ITEM 4 of the Schedule are aggregate for the whole **Policy Period** (and **Discovery Period**, if applicable) regardless of the number of **Claims** and are part of and not in addition to the **Limit of Liability**.

### 6.2. NOTICE AND REPORTING

- (a) The **Insured Persons** or the **Company** must give the **Insurer** written notice of any **Claim** as soon as practicable within the **Policy Period** and in event no later than thirty (30) days after the expiration of the **Policy Period**.  
If notice of a **Claim** is not provided as specified in the foregoing sentence, the **Insurer** will not be entitled to deny coverage for such **Claim** based solely on late notice unless the **Insurer** can demonstrate that its interests were materially prejudiced by reason of such late notice.

- (b) If, during the **Policy Period** or the **Discovery Period** (if applicable), the **Insured Persons** or the **Company** becomes aware of any circumstances which may reasonably be expected to give rise to a **Claim** against an **Insured Person** and if, before the end of the **Policy Period** or the **Discovery Period** (if applicable), the **Insured Persons** or the **Company** gives the **Insurer** written notice of such circumstances, with full particulars as to how the **Insured Persons** or the **Company** became aware of such circumstances, the identity of the parties involved and the anticipated **Wrongful Acts** allegations, then any **Claim** subsequently made against an **Insured Person** and reported to the **Insurer** alleging, arising out of, based upon or attributable to such circumstances or alleging any **Wrongful Act** which is the same as or related to any **Wrongful Act** described in such notice of circumstances will be considered to have been made at the time such notice of circumstances was given.

### 6.3. DEFENCE AND SETTLEMENT OF CLAIMS: INSURER'S

## **CONSENT**

- (a) The **Insurer** has no duty to defend under this Policy. The **Insured Persons** may not admit or assume any liability, enter into any settlement, stipulate to any judgment or incur any **payment** in connection with any **Claim** which involves or appears reasonably likely to involve this Policy without the Insurer's prior consent, which will not be unreasonably withheld or delayed. If an **Insured Person** elects to seek coverage under Extensions 5.2 in connection with an **Investigation**, no **Investigation Costs** arising from such **Investigation** may be incurred without the Insurer's prior consent, which will not be unreasonably withheld or delayed. Only settlements, stipulated judgments, **Facilitation Costs** and **Investigation Costs** to which the **Insurer** has consented will be payable under this Policy.
- (b) An **Insured Person** may incur **Defence Costs**, Assets and Liberty Protection Costs and/or **Reputation Costs** arising from a **Claim** or **Investigation** against him or her without the **Insurer**'s consent for 30 days following the date such **Claim** is first made. Thereafter, no **Defence Costs**, Assets and Liberty Protection Costs or **Reputation Costs** may be incurred without the **Insurer**'s prior consent (which will not be unreasonably withheld or delayed).
- (c) The **Insurer** will advance **Defence Costs** and **Investigation Costs** for which this Policy provides coverage no later than 60 days after the **Insurer** has received itemized bills or invoices for such amounts.

## **6.4. FAILURE OF THE COMPANY TO INDEMNIFY INSURED PERSONS**

If the Company is permitted or required to indemnify the Insured Persons for Loss pursuant to the broadest applicability of law, but fails to indemnify such Insured Persons for any reason within sixty (60) days of a written demand from the Insured Person to so indemnify, then the Insurer will pay such otherwise covered Loss to or on behalf of the Insured Persons as a Non-Indemnified Loss. In such event, however, the Insurer shall be entitled to obtain immediate reimbursement from the Company, and the Company will be liable to promptly reimburse the Insurer, for all payments made by the Insurer; provided, however, that, subject to the provisions of Section 6.9 Bankruptcy or Insolvency, the foregoing shall not apply if the Company cannot indemnify the Insured Persons due to Financial Insolvency.

## **6.5. CANCELLATION AND NON-RENEWAL**

This policy shall be cancelled at the earliest of the following times:

- (a) upon expiration of the Policy Period as set forth in Item 2 of the Schedule of this policy; or
- (b) at such other time as may be agreed upon in writing by the Insurer and the Principal

Organisation.

- (c) thirty (30) days after receipt by the Principal Organisation of written notice or, if a later time is specified in such notice, at such later time, due to non-payment of premium;

In the event of cancellation after written notice, the Insurer shall retain premium for the period that this policy has been in force calculated in accordance with the scale provided in the table below:

The earned premium will be computed on a pro rata basis.

Any unearned premium will be returned as soon as practicable. We shall have no obligation to give notice that the policy is due for renewal or renew this policy upon expiration or cancellation.

## **Short Period Rate Table**

<b>Period of Risk (Not exceeding)</b>	<b>Premium to be retained (% of the Annual Rate)</b>
1 week	10%
1 month	25%
2 months	35%
3 months	50%
4 months	60%
6 months	75%
8 months	85%
Exceeding 8 months	Total Annual Premium

The Insurer shall not cancel the policy except in case of non-payment of premium, in which case the policy will be cancelled ab-initio.

## **6.6. CHANGE IN CONTROL- AUTOMATIC RUN OFF**

If, during the **Policy Period**, a **Change in Control** occurs then coverage under this Policy will continue in full force and effect until the end of the **Policy Period**, but only with respect to **Claims** for **Wrongful Acts** committed or allegedly committed, and **Investigations** in relation to matters which occurred or allegedly occurred, before the effective date of the **Change in Control**.

Coverage shall cease with respect to **Claims** for **Wrongful Acts** committed or allegedly committed, and **Investigations** in relation to matters which occurred or allegedly occurred, after the effective date of the Change in Control. The premium for this Policy will be deemed fully earned consideration of the coverage provided.

## **6.7. NATURE OF COVERAGE: OTHER INSURANCE AND INDEMNIFICATION**

- (a) Except for insurance written specifically excess over this Policy, and personal umbrella policies maintained by the **Insured Persons**, all coverage under this Policy shall apply excess over, and shall not contribute with (i) any other

valid and collectible insurance, including but not limited to the **Underlying Insurance**, and (ii) any indemnification to which an **Insured Person** may be entitled from any source, including but not limited to the **Company**. The premium for this Policy has been calculated accordingly.

However, if **Loss** is not paid by the **Underlying Insurance** or as indemnification as indicated in the Insurance Cover Clause, then this Policy will respond on behalf of the **Insured Persons** as if it were primary on a "drop down" basis as provided under Insurance Cover 1.2.

- (b) Subject to this Policy's terms and conditions, without prejudice to the **Insurer**'s excess position and except as expressly stated in the Reverse DIC clause, this Policy shall not be subject to the provisions of any other insurance. By so responding, the **Insurer** does not waive, compromise or release its right to recover **Loss** paid under this Policy from the issuers of any other insurance under which coverage may be owed, or from any person or entity from which an **Insured Person** may be entitled to indemnification.
- (c) The **Company hereby** agrees to fulfill its obligations, if any, to indemnify **Insured Persons** (including any obligation to advance Defence Costs). If the **Insurer** makes payment under this Policy for any amounts owed by the **Company** to an **Insured Person**, the **Company** will reimburse the **Insurer** for all such amounts, which shall become immediately due and payable as a direct obligation of the **Company** to the **Insurer**.

## 6.8. COOPERATION AND SUBROGATION

- (a) In the event of any notice under Condition 6.2, the **Insured Persons** will give the **Insurer** all information, assistance and cooperation as the **Insurer** may reasonably request. The failure of an **Insured Person** to provide information, assistance or cooperation as required in the preceding sentence will not impair the rights of any other **Insured Person** under this Policy.
- (b) In the event and to the extent of any payment under this Policy, the **Insurer** will be subrogated to all of the **Insured Persons'** rights of recovery, including but not limited to any right to indemnification from the **Company**. The **Insured Persons** will execute all papers and do everything reasonably necessary to secure the **Insurer**'s rights and enable the **Insurer** to bring suit in their name. In no event, however, will the **Insurer** seek subrogation from an **Insured Person** unless it is determined by a written admission, a final judgment or other adjudication in the underlying action or in a separate action or proceeding that such **Insured** had obtained an illegal profit or advantage or committed an intentionally dishonest act or

intentionally fraudulent act or omission.

## 6.9. CURRENCY

All premiums, limits, **Deductibles**, retentions, **Financial Loss** and other amounts under this Policy are expressed and payable in the Indian currency indicated and shown on the Schedule for the **Limit of Liability**. If judgement is rendered, settlement is denominated or another element of **Financial Loss** under this Policy is stated in a currency other than this currency, payment of covered **Financial Loss** due under this Policy (subject to the terms, conditions, exclusions and limitations of this Policy) will be made in Indian Rupees at the mid rate of exchange published in the currency conversion web site, Oanda.com, or, if it has ceased to be current, a currency conversion web site selected by the **Insurer**, on the date the final judgment is reached, the amount of the settlement is agreed upon, or the any element of **Loss** is due, respectively.

## 6.10. BANKRUPTCY OR INSOLVENCY

- (a) The bankruptcy or insolvency of an **Insured Person** (or his or her estate) will not relieve the **Insurer** of any obligation under this Policy.
- (b) If a bankruptcy court or similar authority imposes a stay, injunction or similar order on the proceeds of this Policy, the **Insured Persons** and the **Company** will waive and release such stay, injunction or order and agree not to oppose any effort by the **Insurer**, the **Insured Persons** or the **Company** to obtain relief from such stay, injunction or order.
- (c) In the event the **Company** becomes a debtor-in-possession (or equivalent status in any relevant jurisdiction), and the amount of all **Loss** payable under this Policy appears reasonably likely to exceed the Limit of Liability set forth in ITEM 3 of the Schedule, the **Insurer** will first pay **Loss** arising from **Claims for Wrongful Acts** committed or allegedly committed, and **Investigation Costs** arising from **Investigations** pertaining to matters which occurred or allegedly occurred, before the **Company** became a debtor-in-possession (or equivalent status). If any of the Limit of Liability remains after such payment, the **Insurer** will then pay **Loss** arising from **Claims for Wrongful Acts** committed or allegedly committed, and **Investigation Costs** arising from **Investigations** pertaining to matters which occurred or allegedly occurred, after the **Company** became a debtor-in-possession (or equivalent status). In no event, however, shall the **Insurer** be liable for any amount in excess of the Limit of Liability.

## 6.11. REPRESENTATIONS. SEVERABILITY

- (a) The information, particulars and statements contained or referred to in the **Proposal** were material to its acceptance of the risk assumed under this Policy and have been relied upon by the **Insurer**.
- (b) This Policy shall not be avoided on grounds

of misrepresentation except for the deliberate misrepresentation or deliberate non-disclosure of the **Insured Person**, where established by final adjudication or formal written admission by or on behalf of such **Insured Person**.

- (c) For the purposes of determining the entitlement to cover under or avoidance of this Policy in respect of an **Insured Person**, no knowledge or information possessed by, or conduct of, any **Insured Person** will be imputed to any other **Insured Person**;

## 6.12. ENTIRE AGREEMENT

This Policy, including the **Proposal** and any endorsements hereto, constitutes the entire agreement between the parties relating to this insurance. This Policy cannot be amended or assigned, and no provision of it may be waived, except by written endorsement issued to form a part of the Policy.

The **Named Company** shall act on behalf of the **Insured Persons** with respect to this Policy.

## 6.13. INTERPRETATION

- (a) Any reference in this Policy to:

- (i) a statute, statutory instrument, regulation or order shall include all amendments made to them or any re-enactment, and shall include any equivalent legislation enacted in any other relevant jurisdiction; and
- (ii) the singular shall include the plural and vice versa; and
- (iii) the masculine shall include the feminine and vice versa; and
- (iv) a position or title or legal status of an individual shall include the equivalent position in any other relevant jurisdiction.

- (b) Policy headings and titles are for reference only and shall have no interpretational value.
- (c) This Policy shall not be assigned without the **Insurer's** prior written consent, and any other purported assignment shall be null and void.
- (d) Nothing in this Policy is intended to confer a directly enforceable benefit on any party other than the **Insured**.

## 6.14. APPLICABLE LAW AND JURISDICTION

This Policy is to be governed by, and its terms are to be construed in accordance with, the applicable law stated in ITEM 9(a) of the Schedule. Any dispute or difference arising under or in respect of this Policy is to be subject to and determined within the exclusive jurisdiction stated in ITEM 9(b) of the Schedule.

## 6.15. TERRITORY

This Policy applies to **Wrongful Acts** actually or allegedly taking place or **Claims** made anywhere in the world.

## 6.16. SANCTIONS

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union.

This shall also apply to the trade or economic sanctions, laws or regulations enacted by the United Kingdom and the United States of America and India.

Subject otherwise to the terms, conditions and exclusions of this Policy.

## 6.17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Nothing in this Policy is intended to confer a directly enforceable benefit on any third party other than an Insured, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 of England and Wales or otherwise.

## 6.18. AUTHORIZATION CLAUSE

By acceptance of this Policy, the Policy holder agrees to act on behalf of the Insured Persons with respect to giving and receiving notices of Claim, Event or circumstances, paying Premiums and receiving any return Premiums that may become due under this Policy, negotiating settlements, agreeing to endorsements, cancellation of this Policy, giving or receiving notices provided for in this Policy and exercising of the Discovery Period, and the Insured Persons agree that the Policy holder shall act on their behalf.

## 6.19. ASSIGNMENT & ALTERATION

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 authorized employee of the Insurer.

## 6.20. WORLDWIDE COVERAGE

Coverage under this Policy shall apply to Non-Indemnified Loss incurred, resulting from Claims made and Wrongful Acts occurring anywhere in the world, where such coverage is legally permissible.

## 6.21. FRAUD WARNING

This policy shall be voidable at the option of the Insurer in the event of misrepresentation, misdescription or non-disclosure of any material particulars by the Proposer. Any person who, knowingly and with intent to defraud the insurance company or any other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which will render the policy voidable at the sole discretion of the insurance company and result in a denial of insurance benefits.

## 6.22. RENEWAL

The Insurer shall be under no obligation to renew the policy on expiry of the period for which premium

has been paid. The Insurer 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. The Insurer, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.

#### **6.23. CONDONATION OF DELAY**

The Insurer may condone delay in claim intimation/document submission on merit, where it is proved that delay in reporting of claim or submission of claim documents, is due to reasons beyond the control of the Insured. Notwithstanding the above, delay in claim intimation or submission of claim documents due to reasons beyond the control of the Insured shall not be condoned where such claims would have otherwise been rejected even if reported in time.

#### **6.24. CLAIMS DISCOVERY**

It shall be a condition precedent to any liability of the Insurer to make any payment under this policy that on the First Discovery, and again upon receipt by the Insured in writing of any notice of any claim or legal proceeding, the Named Insured shall:

- a. Notify the Insurer and follow the "Claims Notification Procedures", together with the requirements set out in the General Condition "Duties in the event payment of Loss".
- b. Make no admission of liability or offer promise of payment without the Insurer's written consent.
- c. Notify the Insurer in writing immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Insurer every relevant document unanswered.
- d. Retain unaltered and unrepaired anything in any way connected with the claims for as long as the Insurer may reasonably require Produce documents or such other proofs as may reasonably be required by the Insurer for investigating or verifying the claim

#### **6.25. CLAIMS NOTIFICATION & CO-OPERATION PROCEDURE**

In the event of loss of an insured event the Insurer must be informed immediately

Our contact details are as follows:

1. Relationship officer / channel partner
2. Contact us- 022 6158 2020/ 022 6234 6234
3. E-mail at care@hdfcergo.com

Our contact details are as follows:

**HDFC ERGO General Insurance Co. Ltd.  
Corporate Claims Department 6th Floor,  
Leela Business Park, Andheri Kurla Road,  
Andheri (E), Mumbai – 400059**  
**Contact us- 022 6158 2020/ 022 6234 6234**

- During Intimation of claim, Insured has to provide relevant information which includes Policy details, policy period and Loss details (viz. Loss Location, Contact Details, Details of Loss, Details of claimants, Rough estimates of Loss along with copy of Project carried for which the policy is obtained).
- In general, primarily, the following basic documentations are required for taking the claim forward:
- The Claimant is required pursuant to the policy conditions to furnish to insurers its affirmative proof of loss with full particulars within the time limit specified in the policy from the date of discovery.
- Detailed description of the acts in chronological order which has resulted in the loss (details of the quantum of loss to be mentioned and the basis at which it is arrived) giving rise to a claim.
- First Information Report /charge sheet filed by the police wherever required.
- Internal Investigation report, if any, from the Insured giving an Insight into the act with Criminal intent allegedly performed by an Employee resulting in a Third Party Loss.
- Any other documents which would be construed as material information to the case.
- Insured should not admit liability; enter into any compromise without insurers' prior written consent.
- Copy of other Insurance covering the same risk.

#### **6.26. OUR CLAIMS PROCESS**

- An acknowledgement with respect to the claim intimation is given to the insured, once we are in receipt of any claim intimation from the insured, a list of preliminary documents is requested from the Insured.
- In case of surveyor appointment, the same will be appointed within 72 hrs from the date of intimation and the details of the appointment is conveyed to the Insured
- Within 48 hrs of appointment, the surveyor will start the survey and will request the list of preliminary documents within 7 days of appointment from the insured
- Final survey report will be provided by the surveyor within 90 days of appointment except where special circumstances exist in respect of a claim due to its special complicated nature or due to difficulties associated with replacement/reinstatement, the surveyor will seek an extension from Insurers for submission of report
- In case of settlement, offer of claim settlement will be made to the Insured within 30 days of receipt of the last document
- In case of settlement, Claim will be settled by the Insurer within 30 days from the receipt of last, relevant & necessary document from the

Insured.

- In case of rejection, the same will be conveyed to the Insured within 30 days from the receipt of the final report and/or documents
- Based on the information submitted in the claim intimation letter / claim form, if required, we may procure more information from the insured depending on the facts mentioned therein up to the satisfaction of the Insurer.
- Apart from surveyor, an investigator and/or forensic investigator can be appointed and Legal counsel opinions can be sought, if required.

The documents required for processing of claims are:

- Copy of letter of claim and/or letter of demand (e.g., letter from claimant making the allegations and/or claim), if any;
- Copy of all court documents to date (if any), including:- Writ of Summons, Statement of Claim, Counter-claim Defences Replies, Affidavits (including all attachments thereto);
- Copy of all relevant contract(s) and/or agreement(s) between the parties, if any.
- Copy of all relevant correspondence between the parties, if any (e.g., emails, internal– memo(s), letter(s), minute(s) or record(s) of meeting(s));
- Copy of any internal or external, survey, investigation or test reports and all other relevant reports; And copies of all relevant internal communications, including a log on all internal verbal communications whether prior or subsequent to the occurrence of the wrongful act giving rise to the claim.
- Discharge voucher of the Insured accepting full and final settlement
- KYC documents are compulsory

Apart from above Standard documents some other documents may be called for based on the nature of claim.

## 6.27. CONFORMITY

The provisions of this policy shall be read subject to the laws governing construction of this policy and if any provision of this policy are inconsistent with such laws then:

- a. where such provision can be read so as to give it a valid and enforceable operation of a partial nature it shall be read to the extent necessary to achieve that result;
- b. in any other case such provision shall be severed from this policy in which event the remaining provisions shall operate as if the severed provision had not been included.

## 6.28. OTHER INSURANCE

If any Loss under this policy is insured under any other

insurance policy, prior or current, then this policy shall cover such Loss, subject to its terms and conditions, only to the extent that the amount of such Loss is in excess of the applicable retention (or deductible) and limit of liability of 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 Limits of Liability provided in this policy. Any payment by Insureds of a retention or deductible under such other insurance shall deplete, by the amount of such payment, the applicable Deductible Amount under this policy.

## 6.29. GRIEVANCE REDRESSAL PROCEDURE

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

- 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**

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 Insurer. 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

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.

**The contact details of the Insurance Ombudsman offices are as below-**

<b>NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTERS</b>	
<b>Office Details</b>	<b>Jurisdiction of Office (Union Territory, District)</b>
<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: bimalokpal.ahmedabad@cioins.co.in	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, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
<b>BHOPAL</b> <b>Office of the Insurance Ombudsman,</b> 1st floor, “Jeevan Shikha”, 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.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 Fax: 0674 - 2596429 Email: bimalokpal.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 Email: bimalokpal.chandigarh@cioins.co.in	State of Punjab, Haryana (excluding 4 districts viz Gurugram, Faridabad, Sonipat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh.

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTERS	
Office Details	Jurisdiction of Office (Union Territory, District)
<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: bimalokpal.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 - 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi, 4 districts of Haryana viz Gurugram, Faridabad, Sonepat 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 / 2602205 Email: bimalokpal.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 - 23312122 Email: bimalokpal.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> Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363/2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
<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 Email: bimalokpal.ernakulam@cioins.co.in	Kerala Lakshadweep, Mahe - a part of Union territory of Puducherry

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTERS	
Office Details	Jurisdiction of Office (Union Territory, District)
<b>KOLKATA</b> <b>Office of the Insurance Ombudsman,</b> Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 Fax : 033 - 22124341 Email: bimalokpal.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, JeevanBhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh :Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdara, 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, Gorakhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
<b>MUMBAI</b> <b>Office of the Insurance Ombudsman,</b> 3rd Floor, JeevanSevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Areas of Navi Mumbai & Thane
<b>NOIDA</b> <b>Office of the Insurance Ombudsman,</b> Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: GautamBuddh Nagar, U.P.201301. Tel.: 0120- 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farukkabad, 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: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
<b>PUNE</b> <b>Office of the Insurance Ombudsman,</b> Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020- 24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.