

Comprehensive Project Insurance - Variant 2

This policy of insurance is made between the insuring party and the insurer

The insuring party has submitted to the insurer a proposal requesting insurance cover to be provided under one or more sections of this policy of insurance and the proposal has been accepted by the insurer. The insurance cover provided by this policy of insurance is only in respect of and subject to the wording of those sections to which the schedule has been completed and which have been signed and dated by the insurer.

Subject to the insuring party having paid the agreed premium to the insurer and subject to the terms, provisions, conditions, warranties and exclusions contained herein or endorsed hereon the insurer shall indemnify the insured in the manner and to the extent stated in the following section(s) forming part of this policy of insurance:

Section 1 – Material Damage (Erection works)

Section 2 – Third Party Liability

Section 3 – Advance Loss of profit

Section 4 – Marine cargo (Project related)

The insuring party acknowledges that it has ensured and shall continue to ensure that all parties named as insured in any section of this policy of insurance disclose to it all information required to be provided to the insurer and shall at all times comply with any obligations which are placed upon the insured by any provision of this policy of insurance.

The due observance and fulfillment of the terms of this policy of insurance insofar as they relate to anything to be done or complied with by the insuring party and the insured and the truth of the statements and answers given by or on behalf of the insured in the proposal as well as any statements in the schedules to any section of this policy of insurance shall be a condition precedent to any liability on the part of the insurer.

No alteration of the terms of this policy of insurance which may be agreed as between the insuring party and the insurer shall require the agreement or consent of any other party constituting the insured under any section.

This policy of insurance shall be construed in accordance with the laws of India

The language of communication under this policy of insurance shall be English.

In witness whereof, the duly authorized agent of the insurer
signs this agreement on its behalf.

Date **Insurer**

This policy of insurance shall not be effective unless signed above and dated by the insurer. No section of this policy of insurance shall be effective unless the schedule is both signed and dated by the insurer.

WHEREAS the insured named in the Schedule hereto had made to HDFC ERGO General Insurance Company Ltd.(hereinafter referred to as "the Company"), a written proposal by completing a Proposal Form which together with any other statements made in writing by the insured for the purpose of this Policy, is deemed to be incorporated herein.

NOW THIS POLICY OF INSURANCE WITNESSETH

that subject to and in consideration of the Insured having paid to the Company, the premium mentioned in the said Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed here on the Company will indemnify the Insured against sudden and unforeseen physical loss of or damage to the property insured in the manner and to the extent hereinafter provided.

GENERAL EXCLUSIONS

The Company will not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by –

- a) War, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, civil commotion, military or usurped power, martial law, conspiracy, confiscation, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organisation, requisition or destruction or damage by order of any government de jure or de facto or by any public, municipal or local authority.
 - b) Nuclear reaction, nuclear radiation or radioactive contamination.
 - c) Wilful act or wilful negligence of the Insured or of his responsible representative
 - d) Cessation of work whether total or partial.
 - e) Terrorism Damage Exclusion Warranty:

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable National or State legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any Government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

In any action, suit or other proceedings where the Company allege that by reason of the provisions of Exclusion (a) above any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

PERIOD OF COVER -

The liability of the Company shall commence, (notwithstanding any date to the contrary specified in the Schedule) only from the time after the unloading of the property specified in the Schedule from any conveyance at the site specified in the schedule and shall continue until immediately after the first test operation or test loading is concluded (whichever is earlier) but in no case beyond four weeks from the day on which after completion of erection a trial running is made and/or readiness for work is declared by the erectors/contractors, whichever is earlier. If however, a part of a plant or one or several machine/s is/are tested and put into operation the cover and consequently the liability of the Company for that particular part of the plant or machine ceases whereas it continues for the remaining parts which are not yet ready.

In case after the expiry of four weeks of trial running, approval of the plant or any part thereof is not given by the concerned Authorities the cover for the extended period of further trial running can be covered at extra premium to be arranged before hand.

If the actual erection period is shorter than the period indicated in the Schedule, no refund of premium shall be allowed, unless specifically allowed by Insurers.

In the case of second-hand/used property, the insurance hereunder shall however, cease immediately on the commencement of the testing.

At the latest, the insurance shall expire on the date specified in the Schedule but if the work of erection and test operations included in the insurance is not completed within the time specified hereunder, the Company may extend the period of Insurance but the Insured shall pay to the Company additional premium at agreed rates.

GENERAL CONDITIONS -

1. The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company
2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this policy and the expression „this Policy wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.

4. a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.
- b) The Insured shall immediately notify the Company in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require and the scope of cover and/or premium shall, if necessary be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.

5. In the event of any occurrence, which might give rise to a claim under this Policy, the Insured shall -
 - a) immediately notify the Company through any mode as stated in the Claims intimation section of Claims process of policy wording.
 - b) take all steps within his power to minimize the extent of the loss or damage
 - c) preserve the parts affected and make them available for inspection by a representative of the Company or surveyor deputed by the Company.
 - d) furnish all such information and documentary evidence as the Company may require.
 - e) inform the police authorities in case of loss or damage due to theft or burglary.

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within 14 days of its detection.

Upon notification being given to the Company under this condition, the Insured may carry out the repair or replacement of any minor damage not exceeding Rs. 7,500/- . In all other cases a representative of the Company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are affected. If a representative of the Company does not carry out the inspection within a period of time which could be considered as adequate under the circumstances the Insured is entitled to proceed with the repairs or replacement.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is not repaired properly without delay.

6. The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be

or become necessary or required before or after the Insured's indemnification by the Company.

7. Arbitration - General Condition:

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.

8. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection all benefit under this Policy shall be forfeited.
9. **Contribution:** If at the time any claim arises under this Policy there be any other insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.

SECTION 1 - MATERIAL DAMAGE

The Company hereby agrees with the Insured (subject to the exclusions and conditions contained herein or endorsed hereon) that if, at any time during the period of insurance stated in the said Schedule, or during any further period of extension thereof the property (except packing materials of any kind) or any part thereof described in the said Schedule be lost, damaged or destroyed by any cause, other than those specifically excluded hereunder, in a manner necessitating replacement or repair the Company will pay or make good all such loss or damage up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in the whole the total sum insured hereby -

The Company will also reimburse the Insured for the cost of clearance and removal of debris following upon any event giving rise to an admissible claim under this policy but not exceeding in all the sum (if any) set opposite thereto in the Schedule.

EXCLUSION TO SECTION I -

The Company, shall not, however, be liable for -

- a) the first amount of the loss arising out of each and every occurrence shown as Excess in the Schedule;
- b) loss discovered only at the time of taking an inventory;
- c) normal wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, scratching of painted or polished surfaces or breakage of glass;
- d) loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection.

Note - This exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss or damage to other insured items resulting from such excluded perils;

- e) the cost necessary for rectification or correction of any error during erection unless resulting in physical loss or damage;
- f) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidence of debt, notes, securities cheques, packing materials such as cases, boxes, crates;
- g) any damage or penalties on account of the Insured's non-fulfillment of the terms of delivery or completion under his Contract of Erection or of any obligations assumed thereunder including consequential loss of any kind or description or for any aesthetic defects or operational deficiencies.

PROVISIONS APPLYING TO SECTION I

Memo 1. SUM INSURED

It is a requirement of this insurance that the Sum of Insurance stated in the Schedule shall not be less than the completely erected value of the property inclusive of freights, customs duty, erection cost and the Insured undertakes to increase or decrease the amount of insurance in the event of any material fluctuation in the level of wages or prices. Provided always that such increase or decrease shall take effect only after the same has been recorded on the Policy by the Company.

If, in the event of the occurrence of a loss, or damage it is found that the Sum Insured representing the completely erected value of the property and/or of particular items involved is less than the amount required to be insured the amount recoverable by the Insured under the Policy shall be reduced in such proportion as the Sum Insured bears to the amount required to be insured.

Memo 2. PREMIUM ADJUSTMENT

The sum insured under the Policy representing the completely erected value of the plant machinery/project shall be adjustable at completion of erection on the basis of the actual values to be declared by the insured in respect of freight and handling charges, customs dues and costs of erection and the difference in premium shall be met with by payment, at the rate agreed to or by the insured as the case may be. Any increase or decrease in prime cost of Plant and Equipment shall not be the subject matter of premium adjustment.

Memo 3. BASIS OF LOSS SETTLEMENT

In the event of any loss or damage the basis of any settlement under this Policy shall be -

- a) in the case of damage which can be repaired, the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage,
OR
- b) in the case of a total loss the actual value of the items immediately before the occurrence of the loss less salvage;

However, only to the extent the costs claimed has to be borne by the Insured and to the extent they are included in the Sum Insured and provided always that the provisions and conditions have been complied with.

All damages which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) above.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The cost of any alterations, additions and/or improvements shall not be recoverable under this Policy.

Extension of Cover – Any extra charges incurred for overtime, work on holidays, express freight (including air freight), are not covered by this insurance, unless agreed upon at an additional premium.

In the event of loss or damage the insurance shall notwithstanding be maintained in force during the period of insurance for the sum insured, the insured undertaking to pay a pro-rata additional premium of the full amount of each claim for the loss or damage from the date of such loss to the expiry of the period of insurance.

Memo 4. CONSTRUCTION PLANT AND MACHINERY

Loss of or damage to Construction Plant and Machinery excludes loss or damage directly caused by its own explosion or its own mechanical or electrical breakdown or derangement.

Memo 5 - SURROUNDING PROPERTY

Loss or damage to property located on or adjacent to the site and belonging to or held in care, custody or control of the Principal(s) or the Contractor (s) shall only be covered if occurring directly due to the erection, construction or testing of the items insured under Section I and happening during the period of cover, and provided that a separate Sum therefore has been entered in the Schedule under Section I, Item 5 for Principal's specified surrounding property. This cover does not apply to construction/erection machinery, plants and equipment.

Memo 6 – MAJOR PERILS/ACTS OF GOD CLAIMS

The Major Perils/Acts of God Claims shall mean the claims arising out of -

- a) Earthquake - Fire & Shock
- b) Landslide/Rockslide/Subsidence,
- c) Flood/Inundation,
- d) Storm/Tempest/Hurricane/Typhoon/Cyclone/lightning or other atmospheric disturbances.

SECTION 2 - THIRD PARTY LIABILITY

The Company will indemnify the Insured against -

- a) Legal liability for accidental loss or damage caused to property of other persons including property held in trust by or under custody of the Insured for which he is responsible excluding any such property used in connection with erection thereon;
- b) Legal liability (liability under contract excepted) for fatal or non-fatal injury to any person other than the Insured's own employees or workman or employees of the owner

of the works or premises or other firms connected with any other erection work thereon, or members of the Insured's family or of any of the aforesaid; directly consequent upon or solely due to the erection of any property described in the Schedule.

Provided that the total liability of the Company during the period of Insurance under this clause shall not exceed the limits of Indemnity set opposite thereto in the Schedule.

In respect of a claim for compensation to which the indemnity provided herein applies, the Company will, in addition, indemnify the Insured against -

- a) all cost and expenses of litigation recovered by any claimant from the Insured, and
- b) all costs and expenses incurred with the written consent of the Company.

The exclusion contained in paragraphs (d), (f) & (g) in Section I of this Policy shall apply to this Section also.

EXCLUSIONS TO SECTION 2 -

The Company will not indemnify the Insured in respect of -

- 1. The Excess stated in the Schedule to be borne by the Insured in any one occurrence related to property damage
- 2. Expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;
- 3. Liability consequent upon -
 - a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or members of their families;
 - b) loss or of damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or an employee or workman of one of the aforesaid;
 - c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
 - d) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

CONDITIONS APPLYING TO SECTION 2 -

- 1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

The Company may, so far as any accident is concerned, pay to the Insured the limit of indemnity for any one accident, any one period, but deducting therefrom in such case any sum/s already paid as compensation in respect thereof or any lesser sum for which the claim or claims arising from such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident under this section.

Delay in start-up / Advance Loss of Profits Insurance

The Company shall indemnify the Insured - named as Principal in the Schedule to this Policy - in respect of the loss of gross profit actually sustained due to the reduction in turnover and the increased cost of working as defined in this Policy, if at any time during the period of insurance stated in the Schedule any or all the insured items suffer loss or damage covered under the underlying EAR/CAR material damage Policy number mentioned on the schedule, unless specifically excluded in this Section, thereby causing an interference in the erection work and/or testing schedule resulting in a delay of commencement of and/or interference with the insured business, hereinafter referred to as "the delay". The amount payable as indemnity hereunder shall be:

- in respect of loss of gross profit: the sum obtained by applying the rate of gross profit to the amount by which the actual turnover during the indemnity period falls short of the turnover which would have been achieved had the delay not occurred;
- in respect of increased cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, without such expenditure, would have taken place during the indemnity period, but not exceeding the sum obtained by applying the rate of gross profit to the amount of the reduction in turnover thereby avoided.

If the annual sum insured hereunder is less than the sum obtained by applying the rate of gross profit to the annual turnover, the amount payable shall be reduced proportionately.

1. Definitions

Period of Insurance

The period of insurance shall be the period stated in the Schedule, terminating on the date specified in the Schedule or on any earlier date when the EAR/CAR material damage cover ceases.

Scheduled Date of Commencement of the Insured Business

The provisional date stated in the Schedule or any revised date upon which the business would have commenced had the delay not occurred.

Indemnity Period

The period during which the results of the business are affected in consequence of the delay, beginning on the scheduled date of commencement of the insured business and not exceeding the maximum indemnity period stated in the Schedule to this Section.

Time Excess

The period stated in the Schedule for which the

Company is not liable. The corresponding amount shall be calculated by multiplying the average daily value of loss sustained during the indemnity period by the number of days agreed upon as the time excess.

Turnover

The amount of money (less discounts allowed) paid or payable to the Insured for goods, products or services sold, delivered or rendered in the course of the insured business conducted at the premises.

Annual Turnover

The turnover which, had the delay not occurred, would have been achieved during the 12 months after the scheduled date of commencement of the insured business.

Annual Gross Profit

The amount by which the value of the annual turnover and the value of the closing stock exceeds the value of the opening stock and the amount of the specified working expenses. The value of the opening and closing stocks shall be calculated in accordance with the Insured's normal accounting methods, due provisions being made for depreciation.

Specified working expenses shall be any costs incurred for the acquisition of goods, raw materials or auxiliaries as well as for supplies (unless required for the upkeep of operations) and any costs for packaging, carriage, freight, intermediate storage, turnover tax, purchase tax, license fees and royalties for inventors, etc., insofar as such costs are dependent on turnover.

Rate of Gross Profit

The rate which, had the delay not occurred, would have been earned on the turnover during the indemnity period.

2. Special Exclusions.

The Company shall not be liable for

1. loss of gross profit and/or increased cost of working due to any delay caused by or resulting from
- 1.1. loss or damage covered under CAR/EAR Policy by way of endorsement, unless it has been specifically agreed in writing;
- 1.2. earthquake, volcanic eruption, tsunami, unless it has been specifically agreed in writing;
- 1.3. loss of or damage to surrounding property, construction machinery, plant and equipment;
- 1.4. loss of or damage to operating media or feedstock, shortage, destruction, deterioration of or damage to any materials necessary for the insured business;
- 1.5. any restrictions imposed by a public authority;
- 1.6. non-availability of funds;
- 1.7. alterations, additions, improvements, rectification of defects or faults or elimination of any deficiencies carried out after the occurrence;
- 1.8. loss or damage to items taken over or taken into use

- by the Insured or for which cover under Section I to this Policy has ceased;
2. any loss due to fines or damages for breach of contract, for late or non-completion of orders, or for any penalties of whatever nature;
 3. loss of business due to causes such as suspension, lapse or cancellation of a lease, license or order, etc. which occurs after the date of actual commencement of the business;
 4. loss of or damage to erection work of a prototype nature, unless specifically agreed by endorsement.
 5. **Terrorism Damage Exclusion Warranty**

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and /or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

3. Provisions

Memo 1 - Extension of Period:

Any extension of the period of insurance under EAR/CAR Policy shall not automatically lead to an extension of the period of insurance stated in the Schedule to this policy.

Any extension of the period of insurance under this Policy shall be requested in writing as early as possible by the Insured, stating the circumstances leading to the need for extension, and shall have effect for this policy only if specifically agreed upon in writing.

Any alteration of the scheduled date of commencement of the insured business shall be reported and shall have effect for this policy only if specifically agreed upon in writing.

Memo 2 - Basis of Loss Settlement:

In calculating the rate of gross profit and annual turnover, the following points shall in particular be taken into consideration:

- a) the results of the insured business for the 12-month period after commencement of commercial operations.
- b) variations and special circumstances which would have affected the insured business had the delay not occurred,

- c) variations and special circumstances affecting the insured business after commencement of commercial operation so that the final figures represent as closely as may be reasonably practicable the results which the insured business would have obtained after the scheduled date of commencement of commercial operations had the delay not occurred.

Memo 3 - Return of Premium:

If the Insured declares (certified by the Insured's auditors) that the gross profit earned during the accounting period of twelve months following the commencement of the insured business or the date on which but for the delay the business would have commenced was less than the sum insured thereon, a pro rata return of premium not exceeding one third of the premium paid shall be made in respect of the difference. If any loss or damage has occurred giving rise to a claim under this Policy, such return shall be made in respect only of so much of said difference as is not due to such damage.

4. Special Conditions

1. The Policy and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
2. The Insured shall present the Company with updated progress reports of implementation of the project at intervals stated in the Schedule to this policy.
3. In the event of any material change in the original risk such as
 - i. changes of the envisaged progress programme, testing procedure, etc.
 - ii. alteration, modification or addition to any item of machinery or work, etc.
 - iii. departure from prescribed construction or operation conditions
 - iv. changes in the Insured's interest (such as discontinuation or liquidation of the business or its being placed in receivership) taking place, the Policy shall be void unless its continuance be agreed by memorandum signed by the Company.
4. In the event of any occurrence which might cause a delay and give rise to a claim under this policy:
 - a) the Insured shall immediately notify the Company by telephone or telegram and send them written confirmation thereof within forty-eight hours of the occurrence;
 - b) the Insured shall do and concur in doing and permit to be done all such things as may be reasonably practicable to minimize or establish the extent of any interference with the erection work and/or testing schedule so as to avoid or diminish any delay resulting therefrom.
 - c) the Company and every person authorized by the Company shall, without prejudice to any party insured by this Policy, have access to the erection site where such loss or damage has occurred for the purpose of direct negotiation with the responsible

contractor or subcontractor in order to establish the possible cause and extent of the loss or damage, its effect on the insured items, to examine the possibilities for minimizing any delay to the scheduled date of commencement of the insured business, and if necessary to make any reasonable recommendations for the avoidance or minimization of such delay.

This condition shall be evidence of the leave and license of the Insured to the Company so to do.

If the Insured or anyone acting on the Insured's behalf hinders or obstructs the Company during any of the abovementioned acts or does not comply with such recommendations of the Company, all benefits under this Section shall be forfeited.

5. In the event of a claim being made under this Section, the Insured shall at the Insured's own expense deliver to the Company not later than thirty days after the delay or within such further periods as the Company may allow in writing a written statement setting forth particulars of his claim. Furthermore, the Insured shall at his own expense produce and furnish to the Company such books of account and other business books, e.g. invoices, balance sheets and other documents, proofs, information, explanations or other evidence as may reasonably be required by the Company for the purpose of investigating or verifying the claim, together with - if required - a statutory declaration of the truth of the claim and of any matters connected therewith.

6. The indemnity shall be payable one month after final determination of its amount.

Notwithstanding the above, the Insured may, one month after the Company have been duly notified of the loss and have acknowledged their liability, claim as advance payment(s) the minimum amount(s) payable under the prevailing circumstances.

The Company shall be entitled to postpone payment:

- a) if there are doubts as to the Insured's right to receive payment, until the necessary proof is furnished;
 - b) if, as a result of any loss or damage or any delay to the anticipated date of commencement of the insured business, police or criminal investigations have been initiated against the Insured, until the completion of such investigations the Company shall not be liable to pay interest on indemnity moneys withheld.
7. The Insurers shall have free access to inspect the books of accounts of the insured.
 8. If at any time any event shall occur materially affecting the risks insured hereunder the Insured shall give notice in writing to the Insurers immediately,
 9. Every letter, claim, summons and legal process pertaining to the coverage offered under this Policy and the insured items covered hereunder shall be notified or forwarded to the Insurers immediately. Notice shall also be given to the Insurers immediately after the Insured shall have knowledge of any impending prosecution, inquest or enquiry in connection with any such occurrence as

foresaid. In case of claim or generally, the Insurers may be contacted at the address mentioned in the schedule of the policy.

10. The Insurers may after admission of liability pay to the Insured the maximum indemnity amount on receiving the documentary evidence and thereafter the Insurers shall not be under any further liability to the Insured in respect of such claim.
11. In the event of a claim, if there exists any other policy in favour of the Insured for the same subject matter of insurance, the Insurers shall not pay more than its rateable proportion of such claim.
12. The Policy may be cancelled at any time by giving 15 days notice by means of registered letter from the Insurers to the Insured's last known address and in such event the Insurers will refund prorate premium for the unexpired period of the Policy. The Policy may also be cancelled by the Insured by giving 15 days notice in writing to the Insurers in which event the Insurers shall cancel the Policy and refund the premium at short period scale subject to 'No Claim' under the Policy during the period of insurance.
13. The Insurers shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by the Insured or by any person on behalf of the Insured if the insurance have been continued in consequence of any material misstatement or non-disclosure of any material information by or on behalf of the Insured.
14. The Insurers shall be entitled in the name of the Insured to have absolute conduct and control of all or any proceedings that it considers necessary for the purpose of securing reimbursement in respect of insured items and the Insured shall at the Insurer's expense furnish all such assistance as may reasonably be required by the Insurers in connection with such proceedings. The Insurers shall be entitled to take over and conduct in the name of Insured the defense or settlement of any claim in the name of Insured for its own benefit in pursuance of any remedies to which the Insurers shall be or would become entitled or subrogated upon its indemnifying the Insured. The Insurers shall have full discretion in conduct of any proceedings and in settlement of any claim and the Insured shall give all such assistance and information as the Insurers may require.
15. The Insured understands that if a proposal has been completed for this insurance, then the statements and all particulars provided in such proposal, and any attachments thereto, are material to the Insurer's decision to provide this insurance. The Insured further understands that the Insurers will, in their sole discretion, issue this Policy in reliance upon the truth of such statements and particulars.
16. The Insurers shall not be bound to accept renewal of this policy or give notice that such is due.
17. Any person who has a grievance against the Insurers, may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance

with the procedure contained in The Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman Rules however, limits compensation that may be awarded by the Ombudsman, to the lower of compensation necessary to cover the loss suffered by the insured as a direct consequence of the insured peril or Rs. 20 lakhs Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by the Insurers upon prior written request by the Insured.

THIS POLICY SHALL BE VOIDABLE AT THE OPTION OF THE INSURERS IN THE EVENT OF MIS-REPRESENTATION, MIS-DESCRIPTION OR NON-DISCLOSURE OF ANY MATERIAL PARTICULAR BY THE INSURED. ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD THE INSURANCE COMPANY OR OTHER PERSONS, 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 INSURANCE COMPANY'S SOLE DISCRETION AND RESULT IN A DENIAL OF INSURANCE BENEFITS.

IF A CLAIM IS IN ANY RESPECT FRAUDULENT, OR IF ANY FRAUDULENT OR FALSE PLAN, SPECIFICATION, ESTIMATE, DEED, BOOK, ACCOUNT ENTRY, VOUCHER, INVOICE OR OTHER DOCUMENT, PROOF OR EXPLANATION IS PRODUCED, OR ANY FRAUDULENT MEANS OR DEVICES ARE USED BY THE INSURED, POLICYHOLDER, BENEFICIARY, CLAIMANT OR BY ANYONE ACTING ON THEIR BEHALF TO OBTAIN ANY BENEFIT UNDER THIS POLICY, OR IF ANY FALSE STATUTORY DECLARATION IS MADE OR USED IN SUPPORT THEREOF, OR IF LOSS IS OCCASIONED BY OR THROUGH THE PROCUREMENT OR WITH THE KNOWLEDGE OR CONNIVANCE OF THE INSURED, POLICYHOLDER, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY ARE FORFEITED.

SECTION 4 – Marine cargo

Indemnification

1. The insurer shall indemnify the insured for loss of or damage to the property insured under sections 1a and 1b during the time in which it is the subject of a contract of affreightment or other contract of carriage in accordance with and subject to the Institute Cargo Clauses listed below:

By Sea

- Institute Cargo Clauses (A) 01.01.2009 CL382
- Institute Cargo Clauses (B) 01.01.2009 CL383
- Institute War Clauses (CARGO) 01.01.2009 CL385
- Institute Strikes Clauses (CARGO) 01.01.2009 CL 386
- Institute Classification Clause 1.1.2001 CL-354
- Cargo ISM Endorsement (JC98-019)
- Cargo ISPS Endorsement
- Institute Standard Conditions For Cargo Contracts 1.4.82 CL-261

By Air

- Institute Cargo Clauses (AIR) 01.01.2009 CL387
- Institute War Clauses (AIR CARGO) 01.01.2009 CL388
- Institute Strikes Clauses (AIR CARGO) 01.01.2009 CL389

By Rail/Road

- Inland Transit (RAIL, ROAD, AIR) CLAUSE A - 2010
- Inland Transit (RAIL OR ROAD) CLAUSE B - 2010
- Strike, Riot and Civil Commotion Clause - 2010
- Limitation Of Liability Clause

By Post/Parcel

- Registered Post and Parcel Clause

By Courier

- Courier Clause

Other Common Clauses

- Institute Extended Radioactive Contamination Exclusion Clause 1.1.2002 CL-356
- Institute Chemical, Biological, Bio-Chemical, Electromagnetic Weapons And Cyber Attack Exclusion Clause (01/11/02) CL-365
- Termination of Transit Clause (TERRORISM)
- Important Notice Clause
- Sanction Limitation and Exclusion Clause - JC2010/014 DATED 11.08.2010
- Institute Cyber Attack Exclusion Clause CL380

Cancellation Clause

This contract may be cancelled at any time by either the insured or insurers by tendering 30 days notice in writing in respect of Marine Risks or 7 days in respect of War, Strikes, Riots and Civil Commotion Risks, except in the case of Sendings to and/or from the United States of America which shall be subject to 48 hours Notice of Cancellation at any time.

Such notice, however, shall not apply to any risks which shall have commenced or been declared prior to the termination of the period of notice.

Institute Replacement Clause 1/1/34

- 1.2. The indemnity for the loss of or damage to the property insured shall not exceed the amount of the actual value of the insured items specified in the schedule or any limit of indemnity that may be applicable.

2. Additional insurance conditions

2.1. Transshipments

This section also covers the risk of transshipment if and as applicable whether customary or not.

2.2. Rejected or returned shipments

- 2.2.1. In the event of any item of property insured under this section being rejected or returned for any reason, such items shall continue to be covered, including any time spent in a warehouse or elsewhere until they are finally disposed of.
- 2.2.2. The insured shall report to the insurer any such detentions and/or return of such items at the earliest possible time after gaining knowledge of such instances.

2.2.3. These risks shall be held covered at premium rates to be agreed, subject to the details of each individual case.

2.3. Removal of debris

2.3.1. The insurer shall indemnify the insured up to the sum insured specified in the schedule in respect of the costs and expenses necessarily incurred to remove and dispose of debris, to dismantle, demolish, shore or prop up property insured in any circumstances giving rise to indemnifiable loss or damage under this section, but excluding

2.3.1.1. any expenses incurred as a consequence of or for the prevention or mitigation of pollution or contamination, or any threat or liability for such expenses and

2.3.1.2. the cost of removing cargo from any vessel or craft.

2.3.2. In no case shall the insurer be liable under this clause for more than 5% (per cent) of the proportionate actual value of the damaged property insured removed under this section.

2.4. General average and salvage charges

2.5.1. For the purpose of claims for general average contributions and salvage charges recoverable hereunder, the property insured shall be deemed to be insured for its full contributory value.

2.5. War risks premium adjustment

2.6.1. The premium rates charged under this section may be adjusted at any time following the outbreak of hostilities or civil disturbances or any similar occurrence anywhere in the world.

2.6.2. The premium rates to be applied shall be those that apply at the time of shipment as circulated by the War Risks Rating Committee in London.

2.6.3. In the event of any change in the premium rates pursuant to this clause, the premium payable under this section shall be recalculated and any increase shall be paid by the insured to the insurer.

2.6. Goods on deck

2.7.1. Property insured shipped on deck shall be covered by this section subject to seaworthy packing and rust-proofing.

2.7. Conveyance

2.8.1. All means of conveyance are insured.

2.8.2. The marine cargo premium rate agreed for this section shall apply only to cargoes carried by mechanically self-propelled vessels, which must be of steel construction, must not be older than 15 years, must not be sailing under a flag of convenience or problem flag, must not have single vessel status, and must have an impeccable management.

2.8.3. The vessel must have the highest class of one of the classification societies listed in the Institute Classification Clause 1.1.2001 CL354.

2.8. Insolvency

2.8.1. The exclusion 4.6 "loss, damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of the vessel" of

the Institute Cargo Clauses (A) 1/1/2009 CL382 shall be amended to read as follows:

"In no case shall this section cover loss, damage or expenses arising from insolvency or financial default of the owners, managers, charterers or operators of the vessel if the insured is unable to show that, prior to the loading of the property insured on board of the vessel, all reasonable and prudent measures were taken by the insured, its servants and agents, to establish the financial reliability of the party in default."

2.9. Time limitation

2.9.1. any right arising from this section shall be limited to a period of three years commencing at the end of the year in which the right of action accrued.

2.10. Strike cancellation

2.10.1. The cover against strikes as defined in the relevant Institute Strike Clauses may be cancelled by either the insurer or the insuring party except in respect of any cover which has attached in accordance with the conditions of the Institute Strike Clauses before the cancellation becomes effective.

2.10.2. The cancellation shall become effective upon the expiry of 7 days from midnight of the day on which the notice of cancellation is issued by or to the insurer.

2.11. Declaration

2.11.1. The insured shall declare all items of property insured with a value greater than the amount specified in the schedule prior to shipment to enable the insurer to conduct loading or discharge surveys.

2.12 Survey Warranty

The Named Surveyor is :

.....(and/or their nominated representative)

It is warranted that the Named Surveyor attends and approves all loading, all stowage (including protection for non containerised Critical Items shipped on deck), and unloading to or from carrying conveyances of all named Project Cargo Critical Items (shown below).

All of the Named Surveyor's recommendations are to be complied with by the insured.

All named Project Cargo Critical Items are to be shipped under deck other than where such critical items are shipped in totally enclosed steel containers per purpose built cellular container vessels, or where on deck stowage has been approved by the Named Surveyor.

Shipments requiring the use of local barges or lightering shall not be regarded as on deck.

However, where local barges or lightering is used the Named Surveyor will approve the tug, barge, fastening and towing operations in accordance with this Survey Warranty.

In respect of Project Cargo Critical Items, it is warranted that where items are not new and not sourced directly from the original manufacturer, packaging is approved by the Named Surveyor.

All fees for the account of the insured unless otherwise agreed.

This Survey Warranty does not apply if:

- 1 Any critical items are shipped;
 - a. In full and/or sole use fully enclosed containers door to door.
 - b. By airfreight (other than heavy lift aircraft), and
- 2 The proposed shipping methodologies and/or procedures of any critical items are deemed acceptable by the Named Surveyor for the proposed transportation and in their opinion survey attendance can be waived.
- 3 In the Named Surveyor's opinion any component or sub-assembly of any critical item does not necessitate a survey.
- 4 The Agreement Parties agree to waive survey requirements for any specific shipment or part of the entire transportation.

Failure to comply with this warranty shall not affect this insurance except as respects to the individual shipment(s) concerned. This insurance will continue in full force and effect for all other shipments which comply with the survey warranty.

In the event of a breach of the Survey Warranty the policy coverage will not cease but the insuring conditions under Section 1 of this policy shall be deemed to be no wider than:

Institute Cargo Clauses B dated 01/01/2009 (CL383) with clause 1.3 deleted. Institute War Clauses (Cargo) dated 01/01/2009 (CL385)

Institute Strikes Clauses (Cargo) dated 01/01/2009 (CL386)

In respect of on deck shipments and/or local barges or lightering policy coverage will be deemed to be no wider than Institute Cargo Clauses C dated 01/01/2009 (CL384) Institute War Clauses (Cargo) dated 01/01/2009 (CL385) Institute Strikes Clauses (Cargo) dated 01/01/2009 (CL386)

In the event that the insured subsequently complies with the conditions of the Survey Warranty, then from the date of compliance, as evidenced by the surveyor's inspection certificate, full policy coverage will be reinstated. Where a breach of Survey Warranty has occurred and cover is subsequently reinstated and a loss occurs the onus of proof that any such loss(es) would be recoverable under this policy rests with the insured to prove to the satisfaction of the insurers hereon.

It is further understood and agreed that where the Insured or Companies acting on their behalf have provided the Named Surveyor or their customary notification office with the shipment Estimated Time of Delivery and Estimated Time of Arrival at least 72 hours in advance of estimated load/discharge dates then failure of the Surveyors to actually attend shall be deemed not to be a breach of the above warranty.

Project Cargo Critical Items

A Project Cargo Critical Item shall display one or more of the following characteristics:

All Project Cargo which, in the event of loss or damage during transit, cannot be repaired, remanufactured, replaced, reshipped, installed, tested and commissioned within sufficient time to arrive at the Project Site in time to facilitate the Scheduled Commercial Operating Date.

- Where the unit price of an item of Project Cargo is valued in excess of and will be shipped in break-bulk.
- Any Project Cargo which including packing has dimensions in excess of 12 Meters length and/or 2.5 Meters wide and/or 2.5 Meters high [or US equivalent] and therefore does not fit inside a standard 40 foot container or equivalent road trailer.
- Any Project Cargo including packing with a weight in excess of Metric Tonnes.
- Ocean barge shipments.

Schedule of Named Project Cargo Critical Items

CLAIMS PROCESS

Claim Intimation

In the event of loss of an insured event the Company must be informed through anyone of below means immediately-

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

Contact details for the Company are as follows:

**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**

While Intimation of claim, Insured has to provide relevant information which includes Policy details and Loss details (viz. Loss Location, .Contact Details, Details of Loss / Accident, Insured's estimate of loss)

Based on the details provided Claim will be registered and Claim No. will be generated and provided to the Insured.

After registration, Claims officer will appoint the Surveyor within 24 hrs.

In general, primarily, the following basic documentations are required for taking the claim forward:

- Claim Intimation letter by the insured with respect to the claim or made against them by the third party or circumstances which would give rise to the claim (against the insured) as per the policy.
- 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
- Internal Investigation report, if any, from the Insured giving an insight into the loss.
- Newspaper cutting where the incidence of terrorist attack has been reported – (Wherever Terrorism is opted)
- Any other documents which would be construed as material information to the case.

Our Claim 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.
- Based on the information submitted in the claim intimation letter, if required, we may procure more information from the insured depending on the facts mentioned therein. Upto the satisfaction of the Company.
- Surveyor / Investigator may be appointed, if required

The documents generally required for processing of claims are:

1. Policy/Underwriting documents.
2. Survey Report with Photographs wherever applicable
3. Claim Form, duly completed.
4. Log book / Asset register / Capitalized item list
5. Repair / Replacement invoices with receipt
6. All Applicable valid Certificates
7. Production / Generation / Revenue data
8. Duly certified financial account statements
9. Any other relevant documents required based on type of loss
10. KYC documents are compulsory where settlement amount is over 1 lac

Apart from above Standard documents some other documents may be called for based on the nature of claim. Any other document as may be necessary and appropriately applicable for the claims preferred under the different sections of the policy.

Surveyor shall within 7 days of the claim intimation, inform the insured / claimant of the essential documents. Surveyor shall, submit his final report to the Company within 30 days of final submission of documents by insured. On receipt of the final survey report or the additional survey report, Insurer with in a period of 30 days offer a settlement of the claim to the insured/claimant.

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:

- Contact us - 022 6158 2020/ 022 6234 6234
- Emails – grievance@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier : Any of our Branch office or corporate office

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

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 Cell ,
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District
(Magnet Mall),
LBS Marg, Bhandup (West), Mumbai-400078,**

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Principal Grievance Officer of the Company (underwriter) at the following address

**To the Principal Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District
(Magnet Mall),
LBS Marg, Bhandup (West), Mumbai-400078,
E-mail: cgo@hdfcergo.com**

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

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTERS	
Office Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD Office of the Insurance Ombudsman, 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
BENGALURU Office of the Insurance Ombudsman, 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
BHOPAL Office of the Insurance Ombudsman, 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
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa
CHANDIGARH Office of the Insurance Ombudsman, 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, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh.
CHENNAI Office of the Insurance Ombudsman, 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).
DELHI Office of the Insurance Ombudsman, 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)

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTERS	
Office Details	Jurisdiction of Office (Union Territory, District)
GUWAHATI Office of the Insurance Ombudsman, JeevanNivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	State of Andhra Pradesh, Telangana and Yanam – a part of Union Territory of Puducherry
JAIPUR Office of the Insurance Ombudsman, JeevanNidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363/2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
KOCHI Office of the Insurance Ombudsman, Office of the Insurance Ombudsman, 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
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annex, 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
LUCKNOW Office of the Insurance Ombudsman, 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, Bahrailch, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTERS	
Office Details	Jurisdiction of Office (Union Territory, District)
MUMBAI Office of the Insurance Ombudsman, 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
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P.-201301. Tel.: 0120- 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal 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.
PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
PUNE Office of the Insurance Ombudsman, JeevanDarshan 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.