



## **Inherent Defects Insurance (IDI) Policy**

Registered & Corporate Office: HDFC House, 1st Floor, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Customer Service address: 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri East. Mumbai – 400059. Toll-free: 1800 2 700 700 (Accessible from India only) Fax: 91 22 66383699 | care@hdfcergo.com | www.hdfcergo.com CIN : U66010MH2002PLC134869 IRDAI Reg No.125. Trade logo displayed above belongs to HDFC Ltd. and ERGO International AG and used by HDFC ERGO General Insurance Company Limited under licence.

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## Principal Operative Clauses

On basis of the underwriting information submitted by the Insured, the Insurers hereby severally agree, each for their proportion set out herein, to indemnify the Insured in the manner and to the extent hereinafter stated against Loss, provided that:

- (a) The amount payable by the Insurers to the Insured collectively shall not exceed the Sums Insured and any Limit of Indemnity set out in the Schedule and any Endorsement; and
- (b) The amount payable by each of the Insurers individually shall be limited to the proportion set against its name below; and
- (c) The Insured shall collectively bear, for its own account, the amount set out in the Schedule or any Endorsement as Deductible.

In witness whereof, the undersigned, acting on behalf of and under the authority of each of the Insurers respectively, have subscribed their names.

The Insurers				
Name	Reference Number	Share of Policy	Date	Signature
[Company Name]	[No]	[%] %	[Date]	
[Company Name]	[No]	[%] %	[Date]	
[Company Name]	[No]	[%] %	[Date]	
		100%		

### The Insured

Date

Signature

[Date]



## Schedule

### A. Insured

The Owner of the Project at the Policy Signing Date:	[Owner of Project]
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### B. Insured Property

Name of Project:	[Name of Project]
Project Location:	[Project Location]
Project Description and/or Use:	[Project Description]

### C. Period of Insurance

Estimated Date of Issue of the Taking-Over Certificate:	[Date]
Period of Insurance as from the Date of Policy Coverage Inception:	[Period] years
Defects Liability Period:	[Period] years

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**D. Sums Insured**

	<b>[Currency]</b>
<b>Insured Property</b>	
Estimated Value of the Insured Property:	<b>[Estimated Value]</b>
Automatic adjustment, in accordance with Condition 4.4:	<b>[%]</b>
<b>Additional Covers</b>	
Demolishing and Removal of Debris, in accordance with Condition 2.2, in respect of Any One Loss:	<b>[Debris]</b>
Professional Fees, in accordance with Condition 2.3, in respect of Any One Loss:	<b>[Fees]</b>
<b>Limit of Indemnity of this Policy</b>	
Limit of Indemnity Any One Loss and in the aggregate, including Additional Covers:	<b>[Limit]</b>

**E. Deductible**

	Currency: <b>[Currency]</b>
In respect of Any One Loss:	<b>[Deductible]</b>

**F. Indexation Factor**

Indexation Factor, in accordance with Condition 4.5:	<b>[Indexation Factor]</b>
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**G. Endorsements**

No.	Title
[No]	[Title]
[No]	[Title]
[No]	[Title]
[No]	[Title]
[No]	[Title]

**H. Premium and Taxes**

		Amount
		Currency : [Currency]
Provisional Premium equivalent to a Premium Rate of [Rate] % (per cent) applicable on the Estimated Value of the Insured Property:		[Prov Premium]
Taxes: [Taxes] % (per cent):		[Taxes]
Provisional Premium including Taxes:		[Prov Premium]
<b>Premium payable as follows</b>	<b>Due dates</b>	
Deposit Premium:	30 days after the Policy Signing Date	[Deposit Premium]
Provisional Balance Premium:	30 days after the Date of Policy Coverage Inception	[Prov Balance Premium]
Final Balance Premium:	120 days after the Date of Policy Coverage Inception	In accordance with Condition 4.7

**I. Applicable Law and Jurisdiction**

Applicable Law and Jurisdiction, in accordance with General Condition 4.20:	[Applicable Law and Jurisdiction]
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**J. Claims Notification**

In accordance with Condition 4.15, potential claims under this Policy should be notified to:	<b>[Claims Notification]</b>
Telephone	<b>[Telephone Nr]</b>
Fax	<b>[Fax Nr]</b>
E-mail	<b>[E-mail]</b>

**K. Technical Inspection Service**

In accordance with Condition 4.10, the following company shall be appointed:	<b>[Company Name]</b>
The order comprises:	<b>[Order]</b>

## 1. Definitions

For the purpose of this Policy the following definitions shall apply:

**(a) Any One Loss**

All claims directly related to a Loss attributable to an Inherent Structural Defect in one or more Structural Components of identical nature

**(b) Certificate of Approval**

The document issued by the Technical Inspection Service on completion of the Project advising Insurers on compliance with any regulations and recognized technical standards in relation to the cover provided by this Policy

**(c) Construction Contract**

The contract or contracts between the Owner of the Project and the contractor or contractors for the realization of the Project

**(d) Defects Liability Period**

The period agreed in the Construction Contract, starting at the Date of Issue of the Taking-Over Certificate, for notifying any defect to be remedied or any outstanding work to be completed by the contractor

**(e) Dispute**

Any dispute or difference of whatsoever nature arising out of or in connection with this Policy, including any question regarding its existence, validity or termination

**(f) Estimated Value of the Insured Property**

The value of the Insured Property at the Date of Issue of the Taking-Over Certificate including costs of construction, design, management and supervision of the Project as estimated at the Policy Signing Date

**(g) External Components**

Components of the Insured Property other than Structural Components and Internal Components, Fittings, Installations and Contents, within the perimeter fencing of the Insured Property, including but not limited to:

- (i) Pavements, crossovers, paved areas, access roads, pedestrian paths, retaining walls
- (ii) Drains, sewers, pipes, cables, wires and other service facilities
- (iii) Landscaping works

**(h) Groundwater**



Water beneath the ground surface

**(i) Inherent Structural Defect**

Any defect or deficiency in the Structural Components attributable to errors, faults or omissions in design, calculation, specification, workmanship, materials, geological investigation or the interpretation thereof or to otherwise adverse conditions of rock or soil supporting the Insured Property or to a combination thereof, provided such defect or deficiency existed and was undiscovered at the Date of Issue of the Taking-Over Certificate

**(j) Insured**

The party or parties named in the Schedule as Owner of the Project or its Successor or Successors to the extent of their respective rights and interests in the Insured Property

**(k) Insured Property**

The property, which at the Policy Signing Date is known as the Project, as defined in the Schedule, comprising:

- (i) Structural Components
- (ii) Internal Components, Fittings, Installations and Contents (if any)
- (iii) External Components (if any)

**(l) Internal Components, Fittings, Installations and Contents**

Non-load bearing parts of the Insured Property, irrespective of whether incorporated in any item of Structural Components or not, including:

- (i) Internal non load-bearing walls, internal partitions, internal windows, internal doors
- (ii) Coverings, finishings and tiling of any surface
- (iii) Mechanical and electrical equipment and facilities
- (iv) Distribution nets of water, gas, heating, air conditioning, electricity
- (v) Sewerage net
- (vi) Incorporated furniture and kitchens, if any
- (vii) Fixtures and fittings, if any
- (viii) Any movable element of window, doors, skylights, if any
- (ix) Not incorporated furniture and movable equipment, if any

**(m) Loss**

Refer to Condition 2.1

**(n) Material Change in Risk**

Any change materially varying any of the facts or circumstances relating to the Insured Property, the Policy or the degree of risk assumed hereunder by Insurers which if known to Insurers would have influenced either their acceptance of the risk or the terms of the Policy, in particularly the premium charged

**(o) Policy Signing Date**

The date of the latter of the parties signature of the Policy

**(p) Precipitation**

Rain, snow and/or hail

**(q) Structural Components**

All load-bearing parts of the Insured Property essential to the stability or strength of the Insured Property being foundations, pillars, bearing walls, beams, slabs, floors, staircases, external walls, external cladding and roofing, but excluding any item defined as Internal Components, Fittings, Installations and Contents or External Components

**(r) Successor**

A successor in title or assignee to whom the Insured Property or any portion thereof is transferred

**(s) Taking-Over Certificate**

The document issued by the representative (such as architect, engineer or supervising officer) appointed by the Insured confirming completion of the Project as foreseen in the Construction Contract

**(t) Technical Inspection Service**

The party appointed by the Insured to examine the documentation related to the Project, including but not limited to design, plans and specifications, to inspect the Project works and to advise on compliance with any regulations and recognized technical standards in relation to the cover provided by this Policy

**(u) Transfer of Ownership**

Sale, assignment or disposal in any form whatsoever of the Insured Property or any portion thereof from the Insured to a Successor

**(v) Wind**

Wind, storm, windstorm, tempest, hurricane, typhoon and/or tornado

## 2. Inherent Structural Defects Insurance

### 2.1 Insuring Clause

Insurers hereby agree subject to the terms and conditions contained herein or endorsed hereon that Insurers shall indemnify the Insured for collapse of or physical damage to the Insured Property or any threat thereof caused by an Inherent Structural Defect of such property,

hereafter termed Loss, provided Loss is notified by the Insured to Insurers during the Period of Insurance specified in the Schedule.

## **2.2 Demolishing and Removal of Debris**

Subject to Loss Insurers shall also indemnify the Insured, up to the Sum Insured specified in the Schedule, for costs and expenses necessarily and reasonably incurred in demolition and disposal of debris of the Insured Property in connection with Loss.

## **2.3 Professional Fees**

Subject to Loss Insurers shall also indemnify the Insured, up to the Sum Insured specified in the Schedule, for professional fees, including but not limited to technical consultants' and legal fees, necessarily and reasonably incurred in connection with Loss. This indemnification does not include fees incurred in preparing any claim under this Policy.

## **2.4 Additional Costs**

Subject to Loss Insurers shall also indemnify the Insured, for additional costs of repair or replacing and/or strengthening which arise out of alterations incurred solely and specifically in compliance with or consequent upon any building or other regulations under or pursuant to any statutory obligation. This indemnification does not include costs of complying with such requirements if notice thereof has been served before Loss has been discovered or costs which relate to parts of the Insured Property which are not directly affected by Loss.

## **2.5 Special Exclusions**

Insurers shall not be liable for Loss arising from or consequent upon the following regardless of any other cause contributing concurrently or in any other sequence to the Loss:

- (a) Inherent defects of material, workmanship, design, plan or specification of:
  - (i) Internal Components, Fittings, Installations and Contents;
  - (ii) External Components;
- (b) Use of the Insured Property for any purpose other than that for which it was intended and/or as stated in the Schedule including but not limited to loading by any weight greater than that for which the structure of the Insured Property was designed for;
- (c) Inadequate maintenance;
- (d) Fire, lightning, explosion;
- (e) Flood, inundation, storm surge, earthquake, tsunami, volcanic eruption, frost, drought;
- (f) Wind, Precipitation, Groundwater and/or water of any origin, unless the primary cause is collapse of the Insured Property caused by an Inherent Structural Defect;
- (g) Subsidence, ground heave, landslip, unless the primary cause is an Inherent Structural Defect;

- (h) Pressure waves caused by aircraft or other aerial devices travelling at subsonic or supersonic speed;
- (i) Wear and tear, corrosion, oxidation, deterioration, ageing, change in colour or texture, discoloration and/or staining;
- (j) Alterations of geological conditions, including but not limited to changes of the Groundwater level or flow, whether due to a natural event or man made, suffered after the Date of Issue of the Taking-Over Certificate;
- (k) Any additions to or alterations or modifications of the Insured Property made after the Date of Issue of the Taking-Over Certificate;
- (l) Any consequential or economic loss or damage of any kind, including but not limited to loss of use, loss of rent, penalties;
- (m) Any defect or deficiency referred to as a reservation in the Certificate of Approval, unless such defect or deficiency has been subsequently rectified and the approval of such rectification has been confirmed to Insurers in writing by the Technical Inspection Service;
- (n) Any outstanding work or known defect of which the Insured is aware at the Policy Coverage Inception Date, including but not limited to any such work or defect recorded in the Taking-Over Certificate, unless such work has been completed and/or such defect has been remedied and Insurers have been advised thereof in writing by the Insured;
- (o) The failure or omission of the Insured to substantially undertake the repair, replacement or strengthening of those parts of the Insured Property for which indemnity is provided under this Policy within a reasonable period of time or such other period of time as may be agreed in writing by Insurers;
- (p) Any loss of or damage to ground or property other than what is specified in the Schedule as Insured Property;
- (q) The use of any unproven and/or non standard and/or innovative material or product, unless:
  - (i) It has been certified by a recognized national or international organisation, and
  - (ii) Such certification has been made available to the Technical Inspection Service and Insurers, and
  - (iii) Insurers have confirmed in writing their approval of such use;
- (r) Any alterations, additions or improvements except as otherwise provided for in this Policy;
- (s) Any defect notified by the Insured within the Defects Liability Period, unless the contractor's business be wound up or carried on by a liquidator or receiver or be permanently discontinued.

### **3. General Exclusions**

#### **3.1 War and Allied Perils**

This Policy does not cover Loss occasioned by or through or in consequence, directly or

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indirectly, of any of the following events, namely:

- (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war;
- (b) Mutiny, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege, nationalisation, confiscation, requisition, seizure or loss of or damage to property by order of the government or by any public authority;
- (c) Strike, riot, civil commotion and popular rising.

In any action, suit or other proceedings where Insurers allege that, by reasons of the provisions of this Exclusion, any Loss is not covered by this Policy, the burden of proving that such Loss is covered shall be upon the Insured.

### **3.2 Extended Nuclear Risks**

This Policy does not cover any Loss occasioned by or through or in consequence, directly or indirectly, of any of the following events, namely:

- (a) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this subclause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- (e) Any nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to any loss, damage or liability;
- (f) Any chemical, biological, bio-chemical or electromagnetic weapon.

### **3.3 Willful Acts and Gross Negligence**

This Policy does not cover Loss directly or indirectly caused by or arising from or aggravated by any wilful act or omission or gross negligence of the Insured or its management.

### **3.4 Terrorism**

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 organisation(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.

#### **4. Policy Conditions**

##### **4.1 Policy Coverage Inception**

This Policy shall come into force provided that:

- (a) The Taking-Over Certificate has been issued and a copy of such certificate has been received by Insurers, and
- (b) The Certificate of Approval has been issued and a copy of such certificate has been received by Insurers, and
- (c) The Date of Issue of the Taking-Over Certificate is no later than 6 calendar months after the Estimated Date of Issue of the Taking-Over Certificate shown in the Schedule, and
- (d) The Insured and Insurers have signed an Endorsement stating the Date of Issue of the Taking-Over Certificate and confirming such date as the date of Policy Coverage Inception.

Should the Date of Issue of the Taking-Over Certificate be more than 6 calendar months after the estimated date shown in the Schedule, coverage will only incept on express written confirmation by Insurers and on terms and conditions agreed by Insurers.

##### **4.2 Transfer of Ownership of the Insured Property**

In case of Transfer of Ownership the Insured shall inform the Successor in writing of the existence and the conditions of this Policy and notify Insurers as soon as practicable indicating the identity of the Successor and the date of such transfer. As from the date of such transfer the Successor shall become the Insured under the Policy and be bound to all obligations and entitled to all interests and rights. All obligations, interests and rights of the original Insured shall terminate as from such date.

However, if no notice is given by the Insured or no evidence is provided by the Successor of the

Transfer of Ownership within 3 months after the date of such transfer the Policy shall automatically terminate at the date of such transfer.

Should only a portion of Insured Property be transferred this condition shall apply only to that portion and not to any other portion of Insured Property.

### **4.3 Actual Value deviating from the Estimated Value**

Where at any time

- (i) before the Date of Policy Coverage Inception or
- (ii) within the time allowed for declaration of the actual value of the Insured Property as stated in Condition 4.4

it is apparent, or should be reasonably apparent, to the Insured that the actual value of the Insured Property at the Date of Policy Coverage Inception deviates from the Estimated Value by more than the automatic adjustment percentage stated in the Schedule, the Insured shall advise Insurers immediately providing full documents on such actual value and the reasons for its increase or decrease. In such case coverage will, as applicable, only incept or continue on express written confirmation and on terms and conditions agreed by Insurers.

### **4.4 Sum Insured of the Insured Property**

At the Date of Policy Coverage Inception the Sum Insured of the Insured Property shall correspond to the actual value of the Insured Property at that date including costs of construction, design, management and supervision.

The Insured shall declare such actual value not later than 3 calendar months after the Date of Policy Coverage Inception. If such value should deviate from the Estimated Value specified in the Schedule, or any other Estimated Value which has been agreed by Endorsement, the Sum Insured shall be adjusted so that it is equal to such actual value, subject to the increase or reduction not exceeding the automatic adjustment percentage stated in the Schedule, and such adjustment of the Sum Insured shall be formally stated by Endorsement.

### **4.5 Indexation during the Period of Insurance**

At any time during the Period of Insurance other than the Date of Policy Coverage Inception the Sum Insured shall correspond to the Sum Insured of the Insured Property at the Date of Policy Coverage Inception adjusted by application of the Indexation Factor stated in the Schedule as from the Date of Policy Coverage Inception.

If, at the date of settlement of a Loss, the indexation figure shows a variation of more than 10% in comparison with the index in force at the Policy Signing Date the Deductible and the Limit of Indemnity, if any, shall be adjusted by application of the Indexation Factor as from the Policy Signing Date.

### **4.6 Full Insurance**

If it is found, in the event of Loss, that the Sum Insured of the Insured Property is less than the Sum Insured which would correspond to the definition provided in Conditions 4.4

and 4.5 then the amount recoverable by the Insured shall be reduced in such proportion as the actual Sum Insured bears to the respective Sum Insured which would correspond to the definition.

#### **4.7 Premium**

The Final Premium is equivalent to the Premium Rate stated in the Schedule applied to the Sum Insured of the Insured Property as provided for in Condition 4.4 and the Final Balance Premium shall be stated in an Endorsement together with the adjustment of Sum Insured as provided for in Condition 4.4 or any other Endorsement.

The Deposit Premium is due irrespective of whether the Policy comes into force or not.

The Insured warrants that the Premium stated in the Schedule and any additional Premium as may be agreed by Endorsement will be paid and received by Insurers on or before midnight of the respective Due Date. If this warranty is not complied with, this Policy shall be void ab initio.

#### **4.8 Unity of Policy**

The Schedule, the Definitions, all Conditions and Exclusions and any Endorsement are deemed to be integral parts of this Policy, and any word or expression to which a specific meaning has been attached in any part shall bear such meaning wherever it may appear.

#### **4.9 Due Observance of Policy Terms**

The due observance and fulfilment of the terms of this Policy insofar as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of Insurers.

#### **4.10 Technical Inspection Service**

The Insured shall, within 1 month after the Policy Signing Date appoint the Technical Inspection Service company stated in the Schedule specifying the order and be responsible for their fees.

The appointment shall be cancellable by the Insured at any time on not more than 1 calendar month notice but any such cancellation is subject to prior written consent of Insurers.

Should the Technical Inspection Service company not deliver the full service expected by Insurers, Insurers may at any time require cancellation of the appointment and the Insured shall notify the company accordingly at the earliest possible date and appoint another company to be agreed by Insurers. Any additional costs arising out of such change shall be borne equally by the Insured and Insurers.

Should the Insured fail to fulfil its obligations in respect of appointment or payment of the Technical Inspection Service this Policy shall terminate 30 days after such failure has been notified in writing to the Insured by Insurers, unless such failure has been rectified and continuance of this Policy confirmed in writing by Insurers.



#### 4.11 Basis of Indemnity

In the event of Loss, the basis of indemnity shall be as follows:

- (a) In respect of collapse of or physical damage to the Insured Property the costs of replacing, repairing and/or strengthening those parts of the Insured Property thereby directly affected to a condition substantially the same but not better than or more extensive than their condition when new except insofar as it is necessary to alter that part of the Insured Property causing the collapse or physical damage to prevent any further such collapse or physical damage from occurring within the Period of Insurance;
- (b) In respect of threat of collapse or physical damage to the Insured Property the costs necessarily incurred by way of remedial measures to prevent an actual collapse of or physical damage to the Insured Property from occurring within the Period of Insurance, including but not limited to any temporary and/or provisional repair or strengthening works necessary to prevent any imminent collapse or physical damage.

Costs recoverable shall only be those actually incurred, which shall be confirmed by the production of settled invoices, accounts or other documents as may be required by Insurers.

#### 4.12 Material Change in Risk

If at any time before or after the Date of Policy Coverage Inception any Material Change in Risk shall occur the Insured shall immediately give notice in writing of such Material Change in Risk to the Insurers, supplying, as soon as possible thereafter, any further particulars as the Insurers may reasonably require.

In the event of a Material Change in Risk, the continuance of this Policy shall be on terms and conditions to be agreed between the Insured and the Insurers. However, should the parties be unable to agree on new terms and conditions any Loss shall be covered only to the extent it would have been covered had the Material Change in Risk not occurred.

#### 4.13 Reasonable Precautions

The Insured shall take and cause to be taken at his own expense before and after the Date of Policy Coverage Inception all reasonable precautions to prevent Loss, including but not limited to compliance with:

- (a) All statutory obligations and regulations, and
- (b) The requirements of any government body, local authority or other public authority, and
- (c) Industry best practice in respect of construction and maintenance activities.

#### 4.14 Documentation and Inspections

The Technical Inspection Service company shall be provided by the Insured with full documentation related to the Project, including but not limited to plans, reports and specifications and any other information or document it may reasonably request.

Before and after the Date of Policy Coverage Inception representatives of Insurers and the Technical Inspection Service company shall, at any reasonable time, have the right to inspect and examine all or any part of the Insured Property and such representatives

shall be provided by the Insured with any further documents or other information pertaining to the Insured Property they may be reasonably request.

#### **4.15 Claims**

In the event of Loss the Insured shall:

- (a) Immediately notify Insurers by telephone, fax or email via the address specified in the Schedule, giving an indication as to the nature and extent of the Loss and confirm such advice in writing as soon as possible;
- (b) Supply as soon as possible all such information and documentary evidence in relation to the Loss as Insurers may at any stage require;
- (c) Preserve anything that might prove necessary or useful by way of evidence in connection with the Loss and make it available for inspection by a representative of Insurers;
- (d) Take such immediate action, do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or to avoid or diminish the Loss, and to prevent any repetition in that or any other part of the Insured Property;
- (e) Advise Insurers of any other insurance which may cover the Loss, or any part thereof, which has been notified under this Policy.

If a claim is made and rejected, which means that liability under this Policy is declined in writing by Insurers, and no reference to Mediation under Condition 4.17 is commenced by the Insured within three months after dispatch of such rejection, then, for all purposes, the claim shall be taken as having been abandoned and shall not be recoverable under this Policy.

#### **4.16 Subrogation**

The Insured shall, at the expense of Insurers, do and concur in doing and permit to be done, all such acts and things as may be necessary or reasonably required by Insurers for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which Insurers shall be or would become entitled or subrogated, upon their paying for or making good any Loss, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by Insurers.

The Insured shall not waive or modify any rights in relation to the Insured Property against any party engaged directly or indirectly on the Project including but not limited to designers, consultants, suppliers, contractors, subcontractors or any occupier or tenant.

#### **4.17 Mediation**

Both parties agree to try in good faith to settle any Dispute by non binding mediation prior to a reference to arbitration in accordance with Condition 4.18.

#### **4.18 Arbitration**

- i. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted), such difference shall independently of all other question be

referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The law of the arbitration will be Indian law, and the seat of arbitration and venue for all hearings shall be within India.

- ii. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided if the Company has disputed or not accepted liability under or in respect of this Policy.
- iii. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.
- iv. In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder
- v. In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts

#### **4.19 Contribution**

This Policy is not to be called upon in contribution and is only to pay for any Loss or costs, expenses or professional fees if and so far as not recoverable under any other insurance policy.

#### **4.20 Applicable Law and Jurisdiction**

Subject to Conditions 4.17 and 4.18, the construction validity and performance of this Policy shall be in all respects governed exclusively by and interpreted in accordance with the applicable Law and Jurisdiction specified in the Schedule.

#### **Supplementary Clauses and Conditions:**

##### **1. Loss of Rent for a limited period**

Policy covers loss of rent for a limited period, should repairs call for evacuation of the building.

##### **2. Water proofing of the Terrace**

Registered & Corporate Office: HDFC House, 1st Floor, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Customer Service address: 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri East. Mumbai – 400059. Toll-free: 1800 2 700 700 (Accessible from India only) Fax: 91 22 66383699 | care@hdfcergo.com | www.hdfcergo.com CIN : U66010MH2002PLC134869 IRDAI Reg No.125. Trade logo displayed above belongs to HDFC Ltd. and ERGO International AGand used by HDFC ERGO General Insurance Company Limited under licence.

Policy covers water proofing of the terrace for a period of three years post one years of successful application.

**3. Weatherproofing of basement**

Policy covers weatherproofing of basement for a period of three years post one years of successful application.

**4. Failure of the electrical cable**

This extension covers failure of the electrical cable but excluding any electrical fittings.

**5. Agreed Bank Clause**

This extension deals with the normal conditions attached to bank interest in the property insured and deals with how insurer will treat such interests.

It is hereby declared and agreed:-

- a) That upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- b) That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder.

The Bank shall mean the first named Financial Institution/ Bank named in the Policy.

- c) That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any manner arising under or in connection with this Policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- d) That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the Insured or any of them arising under or in connection with this Policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- e) That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of Condition 3 of the Policy except where a breach of the Condition has been committed by the Bank or its duly

authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the Policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

## **6. . On Account Payment Clause**

This clause indicates an agreement between the parties for making on account payment in the event of a claim subject to fulfillment of requirement of admissibility if liability and production of an interim report .

### **Condonation of Delay:**

The Company 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.”

### **Claims Process:**

In the event of loss of an insured event the insurance company must be informed immediately.

Our contact details are as follows:

### **HDFC ERGO General Insurance Co. Ltd.**

**6<sup>th</sup> Floor, Leela Business Park,**

Registered & Corporate Office: HDFC House, 1st Floor, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Customer Service address: 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri East. Mumbai – 400059. Toll-free: 1800 2 700 700 (Accessible from India only) Fax: 91 22 66383699 | care@hdfcergo.com | www.hdfcergo.com CIN : U66010MH2002PLC134869 IRDAI Reg No.125. Trade logo displayed above belongs to HDFC Ltd. and ERGO International AGand used by HDFC ERGO General Insurance Company Limited under licence.

## HDFC ERGO General Insurance Company Limited



**Andheri Kurla Road, Andheri(E), Mumbai – 400059**  
**Toll Free Helpline 1800 2 700 700**

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)

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

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

- 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.
- Apart from surveyor/investigator, opinions of legal experts are sought, if required.
- Based on the investigation and documentations provided, the decision with respect to the claim would be taken and accordingly conveyed to the insured (vide written communication)

### **Processing of Claim: The documents generally required for processing of claims are:**

1. Policy/Underwriting documents.
2. Survey Report with Photographs
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. Any other relevant documents required based on type of loss
8. KYC documents 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.

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**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:

- Call Centre ( Toll free helpline )  
*1800 2 700 700 (accessible from any Mobile and Landline within India)*  
  
*1800 226 226 (accessible from any MTNL and BSNL Lines)*
- Emails – [grievance@hdfcergo.com](mailto:grievance@hdfcergo.com)
- Designated Grievance Officer in each branch.*
- Company Website – [www.hdfcergo.com](http://www.hdfcergo.com)
- Fax : 022 - 66383699
- 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 Friday.

## HDFC ERGO General Insurance Company Limited



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 Ltd.  
6th Floor, Leela Business Park,  
Andheri Kurla Road,  
Andheri, Mumbai – 400059**

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

To the Principal Grievance Officer

HDFC ERGO General Insurance Company Limited

6<sup>th</sup> floor, Leela Business Park.

Andheri Kurla Road,

Andheri (E), Mumbai – 400059

*E-mail: [principalgrievanceofficer@hdfcergo.com](mailto:principalgrievanceofficer@hdfcergo.com)*

You may also approach the nearest Insurance Ombudsman for resolution of your grievance. 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

Registered & Corporate Office: HDFC House, 1st Floor, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Customer Service address: 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri East. Mumbai – 400059. Toll-free: 1800 2 700 700 (Accessible from India only) Fax: 91 22 66383699 | [care@hdfcergo.com](mailto:care@hdfcergo.com) | [www.hdfcergo.com](http://www.hdfcergo.com) CIN : U66010MH2002PLC134869 IRDAI Reg No.125. Trade logo displayed above belongs to HDFC Ltd. and ERGO International AG and used by HDFC ERGO General Insurance Company Limited under licence.



**NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES**

**(As on 1.1.2015)**

<b>Office Details</b>	<b>Jurisdiction of Office (Union Territory, District)</b>	<b>Date Of Taking Charge</b>
AHMEDABAD - Shri. / Smt. Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel.:- 079-27545441/27546840 Fax : 079-27546142 Email: bimalokpal.ahmedabad@gbic.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	
BENGALURU - Shri. M. Parshad Office of the Insurance Ombudsman, Jeevan Soudha Building, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 025. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in	Karnataka.	14-08-2014
BHOPAL - Shri. R K Srivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.:- 0755-2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in	Madhya Pradesh Chattisgarh.	27-05-2013
BHUBANESHWAR - Shri. B. N. Mishra Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	Orissa.	22-07-2014
CHANDIGARH - Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706468/2772101 Fax : 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.	21-09-2012
CHENNAI - Shri Virander Kumar Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).	09-05-2013

Registered & Corporate Office: HDFC House, 1st Floor, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Customer Service address: 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri East. Mumbai – 400059. Toll-free: 1800 2 700 700 (Accessible from India only) Fax: 91 22 66383699 | care@hdfcergo.com | www.hdfcergo.com CIN : U66010MH2002PLC134869 IRDAI Reg No.125. Trade logo displayed above belongs to HDFC Ltd. and ERGO International AG and used by HDFC ERGO General Insurance Company Limited under licence.

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GENERAL INSURANCE

Office Details	Jurisdiction of Office (Union Territory, District)	Date Of Taking Charge
Fax: 044 - 24333664 Email: <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a>		
DELHI - Smt. Sandhya Baliga Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011-23234057/23232037 Fax : 011-23230858 Email: <a href="mailto:bimalokpal.delhi@gbic.co.in">bimalokpal.delhi@gbic.co.in</a>	Delhi.	15-07-2014
GUWAHATI - Sh. / Smt. Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	
HYDERABAD - Shri. G. Rajeswara Rao 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 - 65504123 / 23312122 Fax: 040 - 23376599 Email: <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a>	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.	15-05-2013
JAIPUR - Shri. Ashok K. Jain Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:bimalokpal.jaipur@gbic.co.in">bimalokpal.jaipur@gbic.co.in</a>	Rajasthan.	10-10-2014
ERNAKULAM - Shri. P. K. Vijayakumar Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: <a href="mailto:bimalokpal.ernakulam@gbic.co.in">bimalokpal.ernakulam@gbic.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Pondicherry.	14-07-2014
KOLKATA - Shri. K. B. Saha Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	West Bengal, Sikkim, Andaman & Nicobar Islands.	30-07-2014

Registered & Corporate Office: HDFC House, 1st Floor, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Customer Service address: 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri East. Mumbai – 400059. Toll-free: 1800 2 700 700 (Accessible from India only) Fax: 91 22 66383699 | [care@hdfcergo.com](mailto:care@hdfcergo.com) | [www.hdfcergo.com](http://www.hdfcergo.com) CIN : U66010MH2002PLC134869 IRDAI Reg No.125. Trade logo displayed above belongs to HDFC Ltd. and ERGO International AG and used by HDFC ERGO General Insurance Company Limited under licence.

Office Details	Jurisdiction of Office (Union Territory, District)	Date Of Taking Charge
<p>Tel No: 033-22124339/22124346 Fax: 22124341 Email: bimalokpal.kolkata@gbic.co.in</p>		
<p>LUCKNOW - Shri. N. P. Bhagat Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@gbic.co.in</p>	<p>Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>	<p>04-08-2014</p>
<p>MUMBAI - Shri. A. K. Dasgupta Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</p>	<p>16-05-2013</p>
<p>NOIDA - Shri. Ajesh Kumar Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514250 / 2514251 / 2514253</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat,</p>	

Registered & Corporate Office: HDFC House, 1st Floor, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Customer Service address: 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri East. Mumbai – 400059. Toll-free: 1800 2 700 700 (Accessible from India only) Fax: 91 22 66383699 | care@hdfcergo.com | www.hdfcergo.com CIN : U66010MH2002PLC134869 IRDAI Reg No.125. Trade logo displayed above belongs to HDFC Ltd. and ERGO International AG and used by HDFC ERGO General Insurance Company Limited under licence.

Office Details	Jurisdiction of Office (Union Territory, District)	Date Of Taking Charge
Email: bimalokpal.noida@gbic.co.in	Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	
PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel No: 0612-2680952 Email: bimalokpal.patna@gbic.co.in	Bihar, Jharkhand.	
PUNE - Shri. A. K. Sahoo Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	10-09-2014

Registered & Corporate Office: HDFC House, 1st Floor, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Customer Service address: 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri East. Mumbai – 400059. Toll-free: 1800 2 700 700 (Accessible from India only) Fax: 91 22 66383699 | care@hdfcergo.com | www.hdfcergo.com CIN : U66010MH2002PLC134869 IRDAI Reg No.125. Trade logo displayed above belongs to HDFC Ltd. and ERGO International AG and used by HDFC ERGO General Insurance Company Limited under licence.