

Customer Information Sheet

Miscellaneous Professional Liability Policy

This document provides only key information about your policy. Please refer to the policy document for detailed terms and conditions.

SI No	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy / Clause Number
1	Product Name	Miscellaneous Professional Liability Policy	NA
2	Unique Identification Number (UIN) allotted by IRDAI	IRDAN125RP0019V01200304	NA
3	Structure	Basis of Sum / Limit Insured Indemnity	NA
4	Interests Insured	Loss arising solely out of Professional Services	NA
5	Sum Insured / Motor Insured Declared Value Scope	<<as per policy schedule>>	Limit of Liability and Deductible
6	Policy Coverage	The Company shall pay on behalf of the Insured Loss arising solely out of Professional Services resulting from any Claim first made against such Insured during the Policy Period or, if exercised, during the Extended Reporting Period, but only if such Claim is reported to the Company in writing and in the manner and within the time provided in section 5 of this policy.	Insuring Clause
7	Add-on Cover	<<coverage & limits as stated in the policy schedule under add on section>>	Policy Schedule
8	Loss Participation	<<as per policy schedule>>	Policy Schedule
9	Exclusions	<ol style="list-style-type: none"> 1. The Company shall not be liable for Loss on account of any Claim: <ol style="list-style-type: none"> (a) based upon, arising from, or in consequence of any circumstance if notice of such circumstance has been given under any policy of which this policy is a renewal or replacement or which it may succeed in time; (b) based upon, arising from, or in consequence of any demand, suit or other proceeding pending against, or order, decree or judgment entered for or against any Insured on or prior to the Pending or Prior Date set forth in Item 8 of the Schedule or the same or substantially the same fact or circumstance underlying or alleged therein; 	Exclusions

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		<p>(c) based upon, arising from, or in consequence of any express or implied, written or verbal, guarantee or warranty made in connection with Professional Services;</p> <p>(d) for bodily injury, sickness, disease or death of any person, or damage to or destruction of any tangible property, including loss of use thereof, whether or not it is damaged or destroyed;</p> <p>(e) for any liability of others assumed by the Insured under any contract, including without limitation any contract formed electronically, except to the extent that such liability would have attached to the Insured even in the absence of such contract;</p> <p>(f) based upon, arising from, or in consequence of defamation, invasion of privacy, assertion or infringement of copyright, patent, service mark, trade name, design right or trade mark, whether registrable or not, or misappropriation of ideas or trade secrets or know how or any assertion or infringement of any intellectual property right;</p> <p>(g) based upon, arising from, or in consequence of the actual or alleged violation of any law anywhere in the world pertaining to discrimination of Employees;</p> <p>(h) based upon, arising from, or in consequence of Pollution;</p> <p>(i) based upon, arising from, or in consequence of an Antitrust Claim;</p> <p>(j) based upon, arising from, or in consequence of a Financial Impairment;</p> <p>(k) for an actual or alleged violation of the responsibilities, obligations or duties imposed by the USA Employee Retirement Income Security Act of 1974, the Indian Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Indian Employees State Insurance Act, 1948, the Indian Payment of Bonus Act, 1965, the Indian Payment of Gratuity Act, 1972, the Indian Maternity Benefits Act, 1961, the Indian Factories Act, 1961, all as amended, or similar provisions of any law anywhere in the world as respects any pension, profit sharing, health and welfare or other employee benefit plan or trust established or maintained for the purpose of providing benefits to employees of the Insured Organisation;</p> <p>(l) brought or maintained by or on behalf of any Insured;</p>	

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		<p>(m) based upon, arising from or in consequence of the performance or failure to perform Professional Services for: a. any Insured; b. any entity which is under common ownership or control with any Insured Organisation; c. any natural person or entity who or which, directly or indirectly, owns or controls any entity included within the definition of Insured; or d. any entity of which any Insured is a director, officer or partner;</p> <p>(n) based upon, arising from or in consequence of an actual or alleged violation of the USA Securities Act of 1933, the USA Securities Exchange Act of 1934, any rules or regulations of the USA Securities and Exchange Commission promulgated thereunder, any other statute relating to securities, or any rules or regulations promulgated thereunder, in the United States of America, India or anywhere else in the world; all as amended;</p> <p>(o) based upon, arising from or in consequence of any deliberate conflict of interest, dishonest, deliberately fraudulent or deliberately criminal act or omission or any willful violation or breach of any law or regulation by such Insured, if any judgment, determination or other final adjudication establishes such a deliberate conflict of interest, dishonest, deliberately fraudulent or deliberately criminal act or omission or willful violation or breach; or</p> <p>(p) based upon arising from or in consequence of any Insured having gained in fact any profit, remuneration or advantage to which such Insured was not legally entitled.</p> <p>(q) based upon, arising from, or in consequence of any Claim, Loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss; war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition or destruction of, or damage to, property by or under the order of any government or public or local authority.</p> <p>(r) other exclusions as per policy schedule</p>	

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10.	Special Conditions and Warranties (if any)	<<as per policy schedule>>	Policy Schedule												
11.	Admissibility of Claim	<p>1. Intimation of a claim or any circumstances which may give rise to any claim should be reported immediately.</p> <p>2. No admission, offer, promise or payment of liability without Insurer consent.</p> <p>3. Provide all such information and assistance to company which is required.</p> <p>4. Company has right to defend the claim against Insured.</p> <p>Claim shall be paid as per following calculation:-</p> <table border="1"> <thead> <tr> <th>Head</th> <th>Example</th> </tr> </thead> <tbody> <tr> <td>Legal liability as covered under the policy (a)</td> <td>100000</td> </tr> <tr> <td>Defense cost (b)</td> <td>20000</td> </tr> <tr> <td>total loss amount (c = a+b)</td> <td>120000</td> </tr> <tr> <td>Deductible (d)</td> <td>10000</td> </tr> <tr> <td>Net Payable amount (c-d)</td> <td>110000</td> </tr> </tbody> </table>	Head	Example	Legal liability as covered under the policy (a)	100000	Defense cost (b)	20000	total loss amount (c = a+b)	120000	Deductible (d)	10000	Net Payable amount (c-d)	110000	NA
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Legal liability as covered under the policy (a)	100000														
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12.	Policy Servicing - Claim Intimation and Processing	<ul style="list-style-type: none"> Contact us- 022 6158 2020/ 022 6234 6234 Website - www.hdfcergo.com Email- care@hdfcergo.com Details of designated company officials to be contacted in time of claim Liability Claims Manager – email ID - care@hdfcergo.com Turn Around Time (TAT) in working hours/ days for claims settlement <ul style="list-style-type: none"> 1. Surveyor appointment- 24 hours from claim intimation 2. Survey report- 15 days from allotment of survey 3. Decision of claim to insured - 7 days from survey report Escalation Matrix when TAT is not satisfied Email to – liabilityclaims@hdfcergo.com 	NA												
13.	Grievance Redressal and Policyholders Protection	<p>If You have any grievance about any matter relating to the policy, or Our decision on any matter, or Our decision about Your claim, You can pursue Your grievance with</p> <p>Our Grievance Redressal Officer</p> <p>You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:</p>	Grievance Redressal Procedure												

SI No	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy / Clause Number
		<p>If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:</p> <ul style="list-style-type: none"> • Contact us - 022 6158 2020/ 022 6234 6234 • Emails – grievance@hdfcergo.com • Contact Details for Senior Citizens: 022 6242 6226 Email ID: seniorcitizen@hdfcergo.com Designated Grievance Officer in each branch. • Company Website – www.hdfcergo.com • Courier - Any of our Branch office or corporate office <p>You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.</p> <p>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</p> <p style="text-align: center;">The Complaint & Grievance Redressal Cell, HDFC ERGO General Insurance Company Limited D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai – 400078, Maharashtra</p> <p>In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address</p> <p style="text-align: center;">To the Chief Grievance Officer HDFC ERGO General Insurance Company Limited D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400078, Maharashtra e-mail: cgo@hdfcergo.com</p> <p>Grievance may also be lodged at IRDAI Integrated Grievance Management System- https://bimabharosa.irdai.gov.in</p> <p>You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:</p> <ul style="list-style-type: none"> • 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 	

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		You may also refer Our website www.hdfcergo.com https://www.hdfcergo.com/customer-voice/grievances for detailed grievance redressal procedure.	
14.	Obligations of the Policyholder	<ul style="list-style-type: none"> To disclose all information correctly sought by the insurer at time of filling the proposal form In case of any change / modification / addition to the already declared information the same shall be brought to the notice of the Insurer immediately Non-disclosure of material information may affect the claim settlement. 	NA

Declaration by the Policy Holder:

I have read the above and confirm having noted the details.

Place: _____

Date: _____

(Signature of the Policyholder)

Note:

In case of any conflict, the terms and conditions mentioned in the policy document shall prevail.