

Customer Information Sheet

Employment Practices Liability Insurance

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

Sr. No.	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy / Clause Number
1	Product Name	Employment Practices Liability Insurance	NA
2	Unique Identification Number (UIN) allotted by IRDAI	IRDAN125RP0001V02200910	NA
3	Structure	Basis of Sum / Limit Insured · Claim Made basis	NA
4	Interests Insured	Employment related risks for company and its employers/ employees	NA
5	Sum Insured	<<as per policy schedule>>	Policy Schedule
6	Policy Coverage	The Company shall pay on behalf of the Insureds all Loss for which the Insured becomes legally obligated to pay on account of any Claim first made against the Insured during the Policy Period or, if exercised, during the Extended Reporting Period, for a Wrongful Act committed, attempted, or allegedly committed or attempted, by such Insured before or during the Policy Period.	Insuring Clauses
7	Add-on Cover	<<as per policy schedule>>	Policy Schedule
8	Loss Participation	<<as per policy schedule>>	Policy Schedule
9	Exclusions	The Company shall not be liable for Loss on account of any Claim made against any Insured: (a) based upon, arising from, or in consequence of any circumstance if written notice of such circumstance has been given under any policy of which this policy is a renewal or replacement and if such prior policy affords coverage (or would afford such coverage except for the exhaustion of its limits of liability) for such Loss, in whole or in part, as a result of such notice; (b) based upon, arising from, or in consequence of any written demand for monetary damages, suit, formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document or order, decree or judgment entered against any Insured on or prior to the Pending or Prior Date set forth in Item 9 of the Schedule or the same or any substantially similar fact, circumstance or situation underlying or alleged therein;	Clause F: General Exclusions

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		<p>(c) for an actual or alleged violation of the responsibilities, obligations or duties owed by fiduciaries, trustees, administrators or any others charged with duties with respect to any superannuation, pension, profit sharing, health and welfare or other employee benefit plan or trust established or maintained for the purpose of providing pensions, annuities or any other form of benefits to employees of a Principal Organisation. This includes but is not limited to an actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (USA), 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, the Indian Factories Act, 1961 and amendments thereto or similar provisions of any country, territory, state or local statutory law or common law anywhere in the world;</p> <p>(d) for bodily injury, sickness, disease or death of any person or damage to or destruction of any tangible property, whether or not it is damaged or destroyed, including Loss of use thereof;</p> <p>(e) based upon, arising from, or in consequence of Pollution. However, this exclusion shall not apply to any Claim for wrongful dismissal, discharge or termination of employment of any claimant in retaliation for such claimant's actual or alleged (i) refusal to violate any federal, state, or local statutory law or common law regarding Pollution or (ii) disclosure regarding any actual or alleged Pollution by any Insured Organisation;</p> <p>(f) based upon, arising from, or in consequence of any deliberately fraudulent act or omission by such Insured if a judgment or other final adjudication adverse to the Insured establishes such a deliberately fraudulent act or omission;</p> <p>(g) based upon, arising from, or in consequence of any actual or alleged obligation of any Insured pursuant to any workers' compensation, unemployment insurance, social security, disability benefits or similar law. However, this exclusion shall not apply to any Claim for any retaliatory treatment of any claimant by any Insured based upon such claimant's exercise of rights pursuant to any such law;</p>	

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		<p>(h) based upon, arising from, or in consequence of (i) any actual or alleged violation of any federal, state, territory or common law relating to securities, or (ii) any actual or alleged purchase, sale or distribution of or offer, representation or agreement relating to securities. However, this exclusion shall not apply to any Claim for any retaliatory treatment of any claimant for (i) such claimant's actual or alleged refusal to violate any such securities laws or (ii) any actual or threatened disclosure by such claimant of any actual or alleged violation of such securities laws;</p> <p>(i) based upon, arising from, or in consequence of liability of others assumed by the Insured under any contract or agreement, either oral or written, except to the extent that the Insured would have been liable in the absence of the contract or agreement; or</p> <p>(j) for Wrongful Acts based upon, arising from, or in consequence of the Financial Impairment of the Insured Organisation. However, this exclusion shall not apply to any Claim made against any Insured in India</p>													
10.	Special Conditions and Warranties (if any)	<<as per policy schedule>>	Policy Schedule												
11.	Admissibility of Claim	<ol style="list-style-type: none"> 1. Intimation of a claim or any circumstances which may give rise to any claim should be reported immediately 2. No admission, offer, promise or payment of liability without Insurer consent. 3. Provide documents in support of your claims 4. Provide all such information and assistance to company which is required. 5. Company has right to defend the claim for Insured. <ul style="list-style-type: none"> • Include a sample claim calculation process for retail products <p>Claim shall be paid as per following calculation:-</p> <table border="1" data-bbox="322 1038 893 1230"> <thead> <tr> <th data-bbox="322 1038 796 1070">Head</th> <th data-bbox="796 1038 893 1070">Example</th> </tr> </thead> <tbody> <tr> <td data-bbox="322 1070 796 1102">liability as covered under the policy (a)</td> <td data-bbox="796 1070 893 1102">100000</td> </tr> <tr> <td data-bbox="322 1102 796 1134">Defense cost (b) (wherever applicable)</td> <td data-bbox="796 1102 893 1134">20000</td> </tr> <tr> <td data-bbox="322 1134 796 1166">total loss amount (c = a+b)</td> <td data-bbox="796 1134 893 1166">120000</td> </tr> <tr> <td data-bbox="322 1166 796 1198">Deductible (d)</td> <td data-bbox="796 1166 893 1198">10000</td> </tr> <tr> <td data-bbox="322 1198 796 1230">Net Payable amount (c-d)</td> <td data-bbox="796 1198 893 1230">110000</td> </tr> </tbody> </table>	Head	Example	liability as covered under the policy (a)	100000	Defense cost (b) (wherever applicable)	20000	total loss amount (c = a+b)	120000	Deductible (d)	10000	Net Payable amount (c-d)	110000	NA
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Deductible (d)	10000														
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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 	NA												

Sr. No.	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy / Clause Number
		<ul style="list-style-type: none"> • Turn Around Time (TAT) in working hours/ days for claims settlement <ol 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 <ul style="list-style-type: none"> • Escalation Matrix when TAT is not satisfied Email to – liabilityclaims@hdfcergo.com 	
13.	Grievance Redressal and Policyholders Protection	<p>If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:</p> <p>Our Grievance Redressal Officer</p> <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>	Grievance Refressal Procedure

Sr. No.	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy / Clause Number
		<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 <p>You may also refer Our website www.hdfcergo.com https://www.hdfcergo.com/customer-voice/grievances for detailed grievance redressal procedure.</p>	
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.