

**TERRORISM SURAKSHA CLASSIC****ADVANCE LOSS OF GROSS PROFITS**

In consideration of the premium paid, and subject to the exclusions, conditions and limitations of the Contract to which this Extension is attached, and also to the following **additional** conditions, exclusions and limitations, this Contract is extended to cover loss resulting from necessary interruption of business, relating only to the premises affected by an Insured Event, caused by direct physical loss or physical damage by an Insured Event, as covered by the Contract to which this Extension is attached, to Property Insured by this Contract.

In the event of such direct physical loss or physical damage, Insurers shall be liable for the actual loss sustained by the Insured resulting directly from such necessary interruption of business, but not exceeding the Sum Insured stated in the Risk Details due to:

a) reduction in Turnover;

and

b) increase in cost of working;

and the amount payable as indemnity thereunder shall be:

i) in respect of reduction in Turnover, the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of an Insured Event fall short of the Standard Turnover,

ii) in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of an Insured Event but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided, less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of Gross Profit as may cease or be reduced in consequence of an Insured Event.

Provided that if the Sum Insured by this Extension be less than the sum produced by applying the Rate of Gross Profit to the Comparative Turnover (or to a proportionately increased multiple thereof where the Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

**CONDITIONS****1. DIRECT DAMAGE**

No claim shall be payable under this Extension unless and until a claim has been paid, or liability admitted, in respect of direct physical loss or physical damage by an Insured Event to Property Insured under the Contract to which this Extension is attached and which gave rise to interruption of business. This Condition shall not apply if no such payment shall have been made, or liability admitted, solely owing to the operation of an excess in said Contract which excludes liability for losses below a specified amount.

**2. EXPENSES TO REDUCE LOSS**

This Extension also covers such expenses as are necessarily incurred for the purpose of reducing loss under this Extension (except expenses incurred to extinguish a fire). Such expenses shall not be subject to the application of any contribution clause.

HDFC ERGO General Insurance Company Limited. (Formerly HDFC General Insurance Limited from Sept 14, 2016 and L&T General Insurance Company Limited upto Sept 13, 2016).CIN: U66030MH2007PLC177117. Registered & Corporate Office: 1st Floor, HDFC House, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Customer Service Address: D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West). MUMBAI – 400078. Tel.: +91 22 6638 3600 | Fax: 91 22 6638 3699 | care@hdfcergo.com | www.hdfcergo.com.IRDAI Reg No. 146.

### 3. VALUATION

All amounts and accounting details to be calculated using the Insured's usual generally accepted accounting standards.

### 4. RENEWAL

The company (underwriter) shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. The company (underwriter) reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. The company (underwriter), however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.

### 6. ARBITRATION

All matters in difference between The Insured and The company (underwriter) (hereinafter referred to as the "parties") in relation to this Insurance, including its formation and validity, and whether arising during or after the period of this Insurance, shall be referred to an arbitration tribunal in the manner hereinafter set out. Unless the parties agree upon a single arbitrator within 30 days of one receiving a written request from the other for arbitration the claimant (the party requesting arbitration) shall appoint his arbitrator and give written notice thereof to the respondent. Within thirty days of receiving such notice the respondent shall appoint his arbitrator and give written notice thereof to the claimant, failing which the arbitrator shall be appointed in accordance with the provisions of the India Arbitration and Conciliation Act 1996. Should the arbitrators fail to agree, they shall within thirty days of such disagreement appoint an umpire to whom the matter in difference shall be referred. Should the arbitrators fail within such period to appoint an umpire, and then either of them or either of the parties may apply to the appointer for the appointment of the umpire. The arbitration tribunal shall have power to fix all procedural rules for the holding of the arbitration including discretionary power to make orders as to any matters which it may consider proper in the circumstances of this case with regard to pleadings, discovery, inspection of documents, examination of witnesses and any other matter whatsoever relating to the conduct of the arbitration and may receive and act upon such evidence whether oral or written strictly admissible or not as it shall in its discretion think fit.

All costs of the arbitration shall be at the discretion of the arbitration tribunal who may direct to and by whom and in what manner they shall be paid. The seat of arbitration shall be in Mumbai and the arbitration tribunal shall apply the laws of India.

The arbitration shall be in accordance of the Indian Arbitration and Conciliation Act 1996 as amended up to the date of such arbitration.

### 7. CANCELLATION

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Insured may cancel this Policy at any time by sending fifteen (15) days notice in writing to the Company or by returning the Policy and stating when thereafter cancellation is to take effect. In the event of such cancellation the company (underwriter) shall retain premium for the period that this Policy has been in force calculated on pro-rata basis, less any duties and taxes Company cannot recover. However, there will be no refund of premium if Insured has made a claim or entitled to make any claim under this Policy.

The company (underwriter) also reserves the right to cancel this Policy from inception immediately upon becoming aware of any mis-representation, fraud, non-disclosure of material facts or non cooperation by or on behalf of the Insured. No refund of premium shall be allowed in such cases. Notice of cancellation will be mailed to the Insured at an address set forth in the Policy Schedule, and will indicate the date of termination. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

**EXCLUSIONS**

This Extension DOES NOT cover:

1. increase in loss resulting from interference at the insured premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation.
2. increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such results directly from the insured interruption of business, and then Insurers shall be liable for only such loss as affects the Insured's profits during, and limited to, the Indemnity Period covered under this Contract.
3. loss of market or any other consequential loss except as specifically insured herein.

**LIMITATIONS**

1. Insurers shall not be liable for more than the smaller of either:
  - a) any specific business interruption Sum Insured stated in the Risk Details,
  - or
  - b) the Sum Insured stated in the Risk Details, where such includes business interruption, if such is a combined limit,in respect of such loss, regardless of the number of locations suffering an interruption of business as a result of any one Occurrence.
2. With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by an Insured Event, the length of time for which Insurers shall be liable hereunder shall not exceed:
  - a) 30 consecutive calendar days or the time required with exercise of due diligence and dispatch to reproduce the data thereon from duplicates or from originals of the previous generation, whichever is less; or,
  - b) the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed, but not exceeding twelve (12) calendar months, whichever is the greater length of time.

**DEFINITIONS****1. INDEMNITY PERIOD**

The period beginning with the date upon which the business is planned to commence operating and ending not later than 12 months thereafter during which the actual date upon which the business does commence operating is delayed in consequence of an Insured Event.

**2. TURNOVER**

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The money paid or payable to the Assured for goods sold and delivered and for services rendered in the course of the business at the premises of the Insured.

**3. GROSS PROFIT**

The amount by which

a) the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed

b) the sum of the amounts of the opening stock and work in progress and the amount of the Specified Working Expenses.

The amount of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

**4. SPECIFIED WORKING EXPENSES**

a) Purchases and discounts relative thereto.

b) Bad debts.

The words and expressions used in the definition of Specified Working Expenses shall have the meaning usually attached to them in the books and accounts of the Insured.

**5. RATE OF GROSS PROFIT**

The Rate of Gross Profit which but for an Insured Event would have been earned during the Indemnity Period \*\*

**6. COMPARATIVE TURNOVER**

The Turnover which but for an Insured Event would have been earned during the Indemnity Period immediately following the date on which Turnover would have commenced to be earned \*\*

**7. ANNUAL TURNOVER**

The Turnover which but for an Insured Event would have been earned during the Indemnity Period \*\*

\*\* based upon the estimated production programme of the business and costs and prices relating thereto to which adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after an Insured Event or which would have affected the business had an Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for an Insured Event would have been obtained during the relative period after an Insured Event.

**8. NORMAL**

The condition that would have existed had no loss occurred.

**CLAIMS PROCESS**

**Claim Intimation**

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

1. Relationship officer / channel partner

2. Toll-free no : 1800 2 700 700

3. E-mail at care@hdfcergo.com

Our contact details are as follows:

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

**Corporate Claims Department  
6th Floor, Leela Business Park,**

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

During 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, Rough estimates of Loss). Surveyor will be appointed within 24 hrs. Surveyor shall start the survey immediately unless there is a contingency that delays immediate survey, in any case within 48 hours of his appointment.

**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
- 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

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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 within 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:

- 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.

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 the Principal Grievance Officer of the company (underwriter) at the following address

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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

Names of Ombudsman and Addresses of Ombudsmen Centers	
Jurisdiction	Office Address
Gujarat, Dadra & Nagar Haveli, Daman and Diu	<b>AHMEDABAD.</b> Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.: 079 - 27546150 / 27546139, Fax: 079 – 27546142 Email: <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a>
Karnataka	<b>BENGALURU - Shri. M. Parshad</b> Office of the Insurance Ombudsman, JeevanSoudhaBuilding, 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: <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a>
Madhya Pradesh, Chattisgarh	<b>BHOPAL - Shri. R K Srivastava</b> Office of the Insurance Ombudsman, JanakVihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003 Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@gbic.co.in">bimalokpal.bhopal@gbic.co.in</a>
Orissa.	<b>BHUBANESHWAR - Shri. B. N. Mishra</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@gbic.co.in">bimalokpal.bhubaneswar@gbic.co.in</a>
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	<b>CHANDIGARH -</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a>
Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).	<b>CHENNAI - ShriVirander Kumar</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018 Tel.: 044 - 24333668 / 24335284, Fax: 044 – 24333664

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	Email: bimalokpal.chennai@gbic.co.in
Delhi,	<b>DELHI - Smt. Sandhya Baliga</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 – 23230858 Email: bimalokpal.delhi@gbic.co.in
Assam, Meghalaya, Manipur, Mizoram Arunachal Pradesh, Nagaland and Tripura.	<b>GUWAHATI -</b> Office of the Insurance Ombudsman, JeevanNivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 – 2732937 Email: bimalokpal.guwahati@gbic.co.in
Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.	<b>HYDERABAD - Shri. G. Rajeswara Rao</b> 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: bimalokpal.hyderabad@gbic.co.in
Rajasthan,	<b>JAIPUR - Shri. Ashok K. Jain</b> Office of the Insurance Ombudsman, JeevanNidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363 Email: Bimalokpal.jaipur@gbic.co.in
Kerala, Lakshadweep, Mahe-a part of Pondicherry.	<b>ERNAKULAM - Shri. P. K. Vijayakumar</b> 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: bimalokpal.ernakulam@gbic.co.in
West Bengal, Sikkim, Andaman & Nicobar Islands.	<b>KOLKATA - Shri. K. B. Saha</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 – 22124341 Email: bimalokpal.kolkata@gbic.co.in
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	<b>LUCKNOW - Shri. N. P. Bhagat</b> Office of the Insurance Ombudsman, 6th Floor, JeevanBhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001 Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@gbic.co.in
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	<b>MUMBAI - Shri. A. K. Dasgupta</b> Office of the Insurance Ombudsman, 3rd Floor, JeevanSevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in

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State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, 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.	<b>NOIDA - Shri. Ajesh Kumar</b> Office of the Insurance Ombudsman, BhagwanSahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: GautamBuddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514251 / 2514253 Email: bimalokpal.noida@gbic.co.in
Bihar, Jharkhand.	<b>PATNA - Shri. Sadasiv Mishra</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006 Tel.: 0612-2680952. Email: bimalokpal.patna@gbic.co.in
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	<b>PUNE - Shri. A. K. Sahoo</b> 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 – 32341320 Email: bimalokpal.pune@gbic.co.in

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