

Customer Information Sheet

Title 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	<b>Title Insurance</b>	NA
2	Unique Identification Number (UIN) allotted by IRDAI	IRDAN125CPO001V01201819	NA
3	Structure	Basis of Sum / Limit Insured • <b>Indemnity</b>	NA
4	Interests Insured	Property owners and lenders	NA
5	Sum Insured / Motor Insured Declared Value Scope	<<as per policy schedule>>	Policy Schedule
6	Policy Coverage	<p>The <b>Insured</b> is covered for third party challenges based on the following matters which were not discovered prior to the <b>Commencement Date</b>:</p> <ol style="list-style-type: none"> <li>1. The <b>Title</b> to the <b>Property</b> belonging to someone other than the <b>Insured</b></li> <li>2. <b>Title</b> to the <b>Property</b> is not good and marketable</li> <li>3. Descriptions and plans in historic deeds to the <b>Property</b> are inadequate and/ or due to the number of historic deeds in the chain of title to the <b>Property</b> it is impossible to confirm that the occupational extent of the <b>Property</b> matches the legal extent</li> <li>4. There are missing deeds or errors in the drafting and/or execution of links in the chain of the <b>Title</b> to the <b>Property</b></li> <li>5. The <b>Property</b> or part of the <b>Property</b> has encroached upon an adjoining owner's property</li> <li>6. A previous owner or the vendor of the <b>Property</b> sold or disposed of the <b>Property</b> <ol style="list-style-type: none"> <li>(i) Where the <b>Title</b> to the <b>Property</b> has been transferred by way of a gift; or</li> </ol> </li> </ol>	INSURING CLAUSES AGREEMENT

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		<p>(ii) Where a payment for the transfer of the <b>Title</b> to the <b>Property</b> has been made and that payment was at less than the market value of the <b>Property</b> as stated in the ready reckoner (as published by the respective State governments each year) at the date of the transfer; where the transfer is made with an intent to defeat or delay the creditors of the transferor(s) as stipulated in Sec. 53 of the Transfer of Property Act 1882 and in any of the above situations the transfer of the <b>Property</b> is set aside by a Court having competent jurisdiction holding such transfer to be null and void</p> <p>7. An <b>Adverse Entry</b> that would have been identified in the <b>Searches</b></p> <p>8. If the <b>Property</b> is leasehold and the <b>Borrower's</b> lease is inconsistent with the ownership of the <b>Property</b> or any superior lease and a head lessor establishes or attempts to establish an adverse interest after the <b>Commencement Date</b> provided that:</p> <p>8.1. There has been no breach of the head leases by the <b>Borrower</b> other than non-payment of rent where the Landlord is absent, and</p> <p>8.2. That the <b>Insured</b> has not communicated without the <b>Insurer's</b> written consent with any party considered to be entitled to enforce an adverse interest or applied to the Lands Tribunal or to a Court in respect of an adverse interest</p> <p>9. If the property is leasehold and the lease is defective and as a result the <b>Insured</b> does not have a good and marketable title</p> <p>10. A right of occupation pursuant to an inferior interest in the <b>Property</b></p> <p>11. There are errors or omissions in the drafting and / or registration of the title interest pursuant to which the <b>Property</b> is held which results in the unenforceability of provisions which benefit the <b>Insured</b> or adversely impacts on the <b>Insured's</b> obligations pursuant to the title document and / or registration of the title document</p> <p>12. The local authority takes enforcement action because of a failure on part of a predecessor in title to comply with the terms and conditions of the building permissions, local development control regulations and local town planning laws including where the developer is required to make certain non-monetary contributions and perform certain acts towards social services due to the new development and due to such failure on part of a predecessor in title, the property insured by the <b>Insurer</b> is adversely affected</p>	

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		<p>13. Where an occupancy certificate, issued by the local town planning authority certifying that a building is constructed as per the sanctioned plans and is fit for occupancy, is not available in a situation where the <b>Property</b> includes land and structure constructed on such land and both the land and structure are owned by the <b>Insured</b></p> <p>14. The <b>Property</b> does not benefit from necessary legally constituted <b>Rights</b> required in connection with the <b>Insured Use</b></p> <p>15. A <b>Right</b> is incapable of being exercised because the title to the route thereof is burdened by rights, restrictions, covenants and reservations in favour of third parties</p> <p>16. Where there is no organisation of flat owners and there is a challenge by third parties to common parts of the <b>Property</b></p> <p>17. The <b>Insured Use</b> constitutes a breach of <b>Burdens</b></p> <p>18. The title to the <b>Property</b> may be subject to unknown <b>Burdens</b> or variations or discharge of burdens which may have been imposed in historic deeds executed prior to the <b>Commencement Date</b></p> <p>19. A third party has the benefit of legally constituted rights, exceptions, reservations, and conditions over the <b>Property</b> which prevents the <b>Property</b> being used for the <b>Insured Use</b></p> <p>20. An historic transaction is subject to an act of forgery or fraud by a third party that adversely affects the <b>Insured's Rights</b> and/or the <b>Title</b> to the <b>Property</b>.</p>	
7	Add-on Cover	<<as per policy schedule>>	Policy Schedule
8	Loss Participation	<<as per policy schedule>>	Policy Schedule
9	Exclusions	<p>These are stated on the policy as follows:</p> <ol style="list-style-type: none"> <li>1. Changes in the <b>Insured Use</b> of the <b>Property</b>.</li> <li>2. Defects in the <b>Title</b> charges encumbrances adverse claims or other such matters affecting the <b>Property</b> that would fall within the <b>Insured Risks</b> but which: <ol style="list-style-type: none"> <li>2.1.1. The <b>Insured</b> agreed to or allowed to happen before, on or after the <b>Commencement Date</b>;</li> <li>2.1.2. The <b>Insured</b> was aware of but omitted to take steps/ actions to safeguard its rights in the <b>Property</b>;</li> <li>2.1.3. The <b>Insured</b> knew about on the <b>Commencement Date</b> and which the <b>Insured</b> did not tell the Insurer about prior to the <b>Commencement Date</b>;</li> <li>2.1.4. are created or are attached to the <b>Property</b> after the <b>Commencement Date</b> that do not form part of the <b>Insured Use</b>; and/or</li> </ol> </li> </ol>	EXCLUSIONS

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		<p>2.1.5. would not have happened or been created had the <b>Title</b> or any interest in the mortgage been acquired for value in good faith by the <b>Insured</b></p> <p>3. Any statutory rights relating to precious metals coal petroleum and other substances which may be on or under the <b>Property</b> and any rights to use the <b>Property</b> for any purpose in connection with those substances including but without limitation extraction</p> <p>4. Public utility undertakers (or a private corporation which is a successor public utility) having statutory rights to carry out works affecting the <b>Property</b></p> <p>5. Any one or more of the following:</p> <p>5.1.1. Environmental contaminants or hazardous waste or any pollution or contamination of the <b>Property</b> or part of the <b>Property</b>;</p> <p>5.1.2. the <b>Property</b> or any part of the <b>Property</b> being situated within a flood plain as determined by reference to the information from time to time published by the Environment Agency;</p> <p>6. Any defects in the <b>Title</b> charges encumbrances adverse claims or other such matters affecting the <b>Property</b> or any losses not directly attributable to any matter covered by this <b>Policy</b></p> <p>7. Any physical damage to the <b>Property</b>.</p> <p>8. Any defects in the <b>Title</b> charges encumbrances adverse claims or other such matters affecting the <b>Property</b> or any losses that would normally be covered by a householder's buildings insurance policy.</p> <p>9. Any claim arising from the insolvency of the <b>Insured</b> or the directors of a limited company that is the <b>Insured</b> provided however that this exclusion will not apply to Insured Risk 6 of this policy</p> <p>10. Any claim arising from the lack of any operating licence, certificates or statutory consents for the use of the <b>Property</b></p> <p>11. Any claim arising from any rights which were being exercised on under or over the <b>Property</b> at the <b>Commencement Date</b></p> <p>12. Any claim arising out of the failure to pay the reasonable proportion of the costs of maintaining or repairing the access ways pipes cables and/or conduits</p> <p>13. Any claim arising due to a misrepresentation by the <b>Insured</b> during the title due diligence conducted by the Insured's lawyers</p>	

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		<p>14. Claims arising out of missing government records or incorrect recording of data maintained by the government or other authorities in charge of maintaining records where <b>Searches</b> are conducted and relied upon by the Insurer</p> <p>15. Any claims affecting the title which are derived from political matters and/or fraud, duress, undue influence and changes in law (including but not limited to planning law) and regulations by governmental agencies or third parties acting as agents of any such agencies or in such matters on behalf of such agencies</p> <p>16. Any claims relating to tribal rights over agricultural lands.</p>	
10.	Special Conditions and Warranties (if any)	<<as per policy schedule>>	Policy Schedule
11.	Admissibility of Claim	<p>The <b>Insured</b> must submit a <b>Notification to the Insurer</b> about any matter which may lead to a loss liability or <b>claim</b> under this <b>Policy</b> within 45 days of it first coming to the <b>Insured's</b> attention.</p> <p>The <b>Insured</b> must submit the <b>claim</b> with all necessary supporting documents within 90 days after the <b>Insured</b> has submitted a <b>Notification to the Insurer</b></p> <p>All title insurance claim requests should include the following basic information:</p> <ul style="list-style-type: none"> <li>• <b>Statement of claim.</b> Request a brief, but specific explanation of why a title insurance claim request is being submitted</li> <li>• <b>Property information.</b> The full property address is required to begin a review of any title insurance claim request.</li> <li>• <b>Claimant contact information.</b> Request full Contact name, address, telephone number(s) and email address, if available of the Claimant.</li> <li>• <b>Supporting documentation</b>, including (but not limited to) the following: <ul style="list-style-type: none"> <li>• Copy of the title insurance policy</li> <li>• Copies of additional supporting documentation. This includes anything you feel supports your title insurance claim request.</li> <li>• All Applicable valid Certificates</li> <li>• Any other relevant documents required based on type of loss</li> <li>• KYC documents</li> </ul> </li> </ul> <p>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.</p>	NA

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12.	Policy Servicing - Claim Intimation and Processing	<ul style="list-style-type: none"> <li>• Toll free / IVRS number of the Insurer: 120 6234 6234 / 022-6234 6234</li> <li>• Website / Email: www.hdfcergo.com Email : care@hdfcergo.com</li> <li>• <b>Turn Around Time (TAT)</b> for claims settlement</li> </ul> <p>Surveyors will be providing Assessment in 7 working days from receipt of complete documents from the client.</p> <p>HDFC ERGO will process the claim in 7 working days from receipt of complete documents along with assessment.</p> <ul style="list-style-type: none"> <li>• <b>Escalation Matrix</b></li> </ul> <p><u>Level 1:</u> In case the Complainant has not received a response or is not satisfied with the response / resolution given / offered, then the Customer can write to:</p> <p>The Complaints &amp; Grievance Cell HDFC ERGO General Insurance Company Limited D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai – 400078, Maharashtra e-mail: grievance@hdfcergo.com</p> <p><u>Level 2:</u> In case the Complainant has not received a response or is not satisfied with the response / resolution given / offered by the C&amp;G cell, then the Customer can write to the Chief Grievance Officer of the Company at the following address:</p> <p>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><u>Level 3:</u> Office of The Insurance Ombudsman</p>	NA
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><b>Our Grievance Redressal Officer</b></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"> <li>• Call Centre - 120 6234 6234 / 022-6234 6234</li> <li>• Emails – grievance@hdfcergo.com</li> <li>• Contact Details for Senior Citizens: 022 6242 6226   Email ID: seniorcitizen@hdfcergo.com Designated Grievance Officer in each branch.</li> <li>• Company Website – www.hdfcergo.com</li> <li>• Courier - Any of our Branch office or corporate office</li> </ul>	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 Complaint &amp; Grievance (C&amp;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;"><b>The Complaint &amp; 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</b></p> <p>In case you are not satisfied with the response / resolution given / offered by the C&amp;G cell, then you can write to the Chief Grievance Officer of the Company at the following address</p> <p style="text-align: center;"><b>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: <a href="mailto:cgo@hdfcergo.com">cgo@hdfcergo.com</a></b></p> <p>Grievance may also be lodged at IRDAI Integrated Grievance Management System- <a href="https://bimabharosa.irdai.gov.in">https://bimabharosa.irdai.gov.in</a></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"> <li>• Insurance claim that has been rejected or dispute of a claim on legal construction of the policy</li> <li>• Delay in settlement of claim</li> <li>• Dispute with regard to premium</li> <li>• Non-receipt of your insurance document</li> </ul> <p>You may also refer Our website <a href="http://www.hdfcergo.com">www.hdfcergo.com</a> <a href="https://www.hdfcergo.com/customer-voice/grievances">https://www.hdfcergo.com/customer-voice/grievances</a> for detailed grievance redressal procedure.</p>	
14	Obligations of the Policyholder	<ul style="list-style-type: none"> <li>• To disclose all information correctly sought by the insurer at time of filling the proposal form</li> <li>• In case of any change / modification / addition to the already declared information the same shall be brought to the notice of the Insurer immediately</li> <li>• Non-disclosure of material information may affect the claim settlement.</li> </ul>	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.