

Kidnap/Ransom & Extortion Policy - Prospectus

INTRODUCTION

Companies recognize the need to be a part of the global marketplace, and corporate employees conducting business outside their own countries expect to encounter language barriers, exotic customs, and diverse negotiating styles. What they cannot predict is political upheaval and the increasing danger of abduction and extortion. The goal of our entire program is the safe return of the hostage or the satisfactory resolution of a crisis—a goal from which we do not deviate. Professional assistance before, during, and after a kidnapping or extortion threat is a vital element of corporate risk management.

WHAT IS COVERED

Kidnapping and Extortion Insuring Clause 1

The Company shall reimburse the Principal Organisation for money or property surrendered as ransom by an Insured Organisation as a result of a Kidnapping, Extortion or Cyber Extortion which commences during the Policy Period.

Lost Ransom Insuring Clause 2

The Company shall reimburse the Principal Organisation for money or property which is intended as ransom in respect of a Kidnapping, Extortion or Cyber Extortion which commences during the Policy Period and which money or property is destroyed, disappears, is confiscated or is criminally taken while in the custody of a person authorised by an Insured Organisation.

Expenses Insuring Clause 3

The Company shall reimburse the Principal Organisation for Expenses paid by an Insured Organisation resulting directly from a Kidnapping, Hijacking, Wrongful Detention, Extortion, Cyber Extortion or Political Threat which commences during the Policy Period.

Legal Liability Insuring Clause 4

The Company shall pay, on behalf of each Insured Organisation, Legal Liability Loss.

Bodily Injury Insuring Clause 5

The Company shall, for a Bodily Injury resulting directly from, and sustained during, a Kidnapping, Hijacking, or Wrongful Detention which commences during the Policy Period, pay the relevant Benefit Amount for the Bodily Injury.

WHAT IS NOT COVERED

The Company shall not be liable:

- a) to reimburse for a surrender or Loss of money or property or for Expenses, to pay Legal Liability Loss or to pay in respect of Bodily Injury sustained where the Kidnapping, Hijacking, Wrongful Detention, Extortion, Cyber Extortion, or Political Threat concerned involves any fraudulent, dishonest or criminal act of an identifiable Employee or where the surrender, Loss, Expenses, Legal Liability Loss or Bodily Injury involves any fraudulent, dishonest or criminal act of an identifiable Employee;
- b) to reimburse for a surrender or Loss of money or property or for Expenses where an Insured Person suspected or believed by an Insured Organisation to be the subject of a Kidnapping, Hijacking, Wrongful Detention, Extortion, or Political Threat has acted fraudulently, whether alone or in collusion with others, and the Insured Organisation has not, prior to the surrender or Loss or prior to the incurring of Expenses, made reasonable efforts to determine that such Kidnapping, Hijacking, Wrongful Detention, Extortion or Political Threat is genuine;
- c) to reimburse for money or property surrendered, or for a Loss of money or property intended to be surrendered, as ransom by or on behalf of an Insured Person unless, pursuant to Section 21.(a) below, that money or property is deemed to be money or property surrendered, or intended to be surrendered, by an Insured Organisation;
- d) to reimburse for loss of income not realised as the result of a

Kidnapping, Hijacking, Wrongful Detention, Extortion, Cyber Extortion, or Political Threat;

- e) to reimburse for Expenses, pay Legal Liability Loss, or pay in respect of Bodily Injury sustained, arising from Wrongful Detention or Political Threat which is due to:
 - (i) any violation by an Insured of the law of the country where the Wrongful Detention takes place or of the country by or on behalf of whose government or governmental entity the Political Threat is made; or
 - (ii) failure of an Insured to procure or maintain proper immigration, work, residence or similar visas, permits or other documentation;
- f) to reimburse for loss sustained by one Insured to the advantage of any other Insured;
- g) to reimburse for loss resulting from fraud by an Insured Person, whether acting alone or in collusion with others, allegedly sustaining Bodily Injury;
- h) to reimburse for a surrender or Loss of money or property or for Expenses, to pay Legal Liability Loss or to pay in respect of a Bodily Injury sustained:
 - (i) which arises from a Kidnapping or Wrongful Detention which commences in an Excluded Country; or
 - (ii) which arises from an Extortion (as described in subparagraph (a) of the definition of Extortion) where the act threatened is one threatened to take place in an Excluded Country.

CANCELLATION

The Insured can cancel the policy at any time during the policy term, by informing the Company.

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Insured.

The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

CLAIM INTIMATION & PROCEDURE

It is a condition to the Company's liability under this policy for a Claim that the Company:

- (a) is given written notice as soon as practicable of the Kidnapping, Hijacking, Wrongful Detention or Extortion to which the Claim relates and in any event no later than 60 days following commencement of that Kidnapping, Hijacking, Wrongful Detention or Extortion; and
- (b) is given written notice as soon as practicable of that Claim. Each Insured Organisation shall, as a condition to the Company's liability under this policy for a Claim, give to the Company such information and co-operation as the Company may reasonably require, including but not limited to a description of the Claim, the allegations of negligence and incompetence, the names of the claimants and defendants and the manner in which the Insured Organisation first became aware of the Claim

THIS PROSPECTUS

This prospectus gives information only. This is not an insurance contract. Each insurance cover is subject to terms and conditions, which You can read in the **Kidnap/Ransom & Extortion Policy** document. You must read the policy document to know the insurance cover fully. You can get a copy of the **Kidnap/Ransom & Extortion Policy** from Our branch or from Our website: www.hdfcergo.com. For any legal interpretation, policy document will hold.

GRIEVANCES

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 Company's Grievance Redressal Officer.

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

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- 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

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.

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 Redressal Cell,
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai – 400078, Maharashtra**

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:

**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**

Grievance may also be lodged at IRDAI Integrated Grievance Management System- <https://bimabharosa.irdai.gov.in>

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:

- 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

You may also refer Our website www.hdfcergo.com - <https://www.hdfcergo.com/customer-voice/grievances> for detailed grievance redressal procedure.

ABOUT OUR COMPANY

Name of the company – HDFC ERGO General Insurance Company Limited (IRDAI Reg No 146)

Registered & Corporate Office- 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai – 400 059.

Website – www.hdfcergo.com

Contact us - 022 6158 2020/ 022 6234 6234

Email – care@hdfcergo.com

INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates

No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

Disclaimer: In the event of any question relating to interpretation of the insurance coverage, the policy document will prevail.