EMPLOYMENT PRACTICES LIABILITY INSURANCE

PROSPECTUS

Scope of Cover:

- This policy provides cover for Loss arising from Claims made against the Insureds for Employment Practices Wrongful Acts.

  Employment Practices Wrongful Acts means Employment Practices Wrongful Act means any of the following acts actually or allegedly committed by an Employee occurring in the connection with the claimant's employment or application for employment with the Insured Organization:
  (1) discrimination;
  (2) retaliation;
  (3) sexual or other harassment;
  (4) wrongful termination;
  (5) breach of implied, oral or written employment contract;
  (6) wrongful discipline;
  (7) wrongful deprivation of career opportunity;
  (8) wrongful demotion or change in employment status;
  (9) wrongful evaluation;
  (10) negligent hiring, supervision or retention;
  (11) failure to promote;
  (12) failure to grant tenure;
  (13) failure to adopt or comply with adequate workplace or employment policies or procedures;
  (14) failure to train;
  (15) invasion of privacy;
  (16) defamation, including but not limited to libel and slander;
  (17) false imprisonment;
  (18) infliction of emotional distress; or
  (19) any other employment-related tort

- This policy provides cover for Loss arising from Claims made against the Insureds for

  Third Party Wrongful Acts
  means actual or alleged discrimination by an Insured in his or her capacity as such against a Third Party based on such Third Party's race, color, religion, age, sex, national origin, disability, pregnancy, sexual orientation or preference, or other status that is protected pursuant to any applicable federal, state or local statute or ordinance;

  actual or alleged sexual or other harassment by an Insured against a Third Party.

Extensions:

- Cover for Insured Person's estates, heirs, legal representatives or assigns of an Insured Person

- Cover for Insured Person's lawful spouse solely by reason of such spouse's legal status as a spouse of the Insured Person

Major Exclusions:

- Any claim arising out of any deliberately fraudulent or criminal act
- Any claim for any actual or alleged bodily injury (other than emotional distress or mental anguish) or property damage, including the loss of use
- Any claim from known circumstances and incidents, which falls outside the purview of current policy
- Any prior and pending litigations or any related claims
- Any wrongful act committed prior to Retroactive date
- Any actual or alleged violation of provisions of ERISA Act, 1974 other than section 510, the Fair Labor Standards Act other than the Equal Pay Act, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, any workers' compensation, unemployment insurance, social security or disability benefits law or any amendments thereto, or any other similar provisions of any federal, state or local statutory or common law or any rules and regulations promulgated under any of the foregoing; provided, that this EXCLUSION (A)(6) shall not apply to any Claim for actual or alleged retaliation; or
- Any claim arising for the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants; except for alleged retaliation.
- Any amount assumed under the contract except for legal liability arising in absence of the contract
- Any costs associated with complying with an order, judgement or award or agreement to provide non-monetary relief.
- Any compensation earned by the claimant in course of employment but was not paid by the Organization. This exclusion shall not apply to any back pay or front pay
- Any medical insurance benefit

Limit of Liability

The limit of Indemnity under Employment Practices Liability policy is estimated on the basis of aggregate limit. An aggregate limit is the most an insurer will pay during the policy period.

There is a provision of increasing the aggregate limit on payment of additional premium, the aggregate limit can be increased by way of an endorsement.

Benefits of buying this policy

- This policy helps in protecting the businesses from claims arising out of employment wrongful acts situations committed by the Employees on worldwide basis.

- This policy helps in protecting the businesses from claims situations arising from employment practices violations against Third Party as well, including actual or alleged sexual harassment.

Claims

The Insured must submit claims notifications in writing to:

ICICI Lombard General Insurance Company Limited
ICICI Lombard House, 414,
Veer Savarkar Marg, Prabhadevi Mumbai 400 025

Such notice shall be effective on the date of receipt by the Company at such address.

Cancellation

The Insured can cancel the policy at any time during the 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 policyholder.

The Company shall –
i) refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.
ii) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

Grievance Redressal

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDAI Grievance Call Centre (IGCC) at their toll free no. 1800 4254 732 / 155255.
You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: www.irdai.gov.in, or on the Company's website at www.icicilombard

STATUTORY WARNING PROHIBITION OF REBATES
(Under Section 41 of Insurance Act, 1938)

(Amendment Act 2015)

(1)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 [or continuing] a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

[Provided that acceptance by an insurance agent of commission in connection with a policy of any class of insurance business taken out by himself in relation to risks associated with his own life, health or property shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.]

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.