

# HDFC ERGO General Insurance Company Limited



## Industrial All Risk (Commercial) Customer Information Sheet

*Take it easy!*

SI No.	TITLE	DESCRIPTION	REFER TO POLICY CLAUSE NUMBER
1	Product Name	<b>Industrial All Risk (Commercial)</b>	
2	What am I covered for:	<p>Industrial All Risk (Commercial) is an All Risk form cover. It covers material damage and consequent business interruption through two sections.</p> <p><b>Section I - Material Damage</b> Any of the property insured be accidentally physically lost destroyed or damaged other than by an excluded cause the Insurer will pay to the Insured the value of the property at the time of the happening of its accidental physical loss or destruction or damage (being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof</p> <p>Provided that the liability of the Insurer in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed</p> <ol style="list-style-type: none"> <li>As regards buildings, plants and machinery, furniture, fixture, fittings etc. the cost of replacement or reinstatement on the date of replacement or reinstatement subject to the maximum liability being restricted to the sum insured in respect of that category of the item under the policy.</li> <li>As regards stocks the market value of the same not exceeding the sum insured in respect of that category of item under the policy.</li> </ol> <p><b>Section II - Business Interruption</b> The Insurers agree that if during the period of insurance the business carried on by the insured at all the premises specified &amp; listed in the Schedule is interrupted or interfered with in consequence of loss destruction or damage indemnifiable under Section I, then the Insurers shall indemnify the Insured for the amount of loss as hereinafter defined resulting from such interruption or interference provided that the liability of the Insurers in no case exceeds the total sum insured or such other sum as may hereinafter be substituted therefore by Endorsement signed by or on behalf of the Insurers.</p>	Page 1

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3	What are the major exclusions in the policy:	<p>Specific Exclusions applicable to Section I – Material Damage</p> <p><b>A. EXCLUDED CAUSES</b></p> <p>1. This policy does not cover damage to the property insured caused by:</p> <p>a) i) Faulty or defective design materials or workmanship inherent vice, latent defect, gradual deterioration, deformation or distortion or wear and tear ii) interruption of the water supply, gas, electricity or fuel systems or failure of the effluent disposal systems to and from the premises unless Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage.</p> <p>i) collapse or cracking of buildings</p> <p>b) ii) corrosion, rust extremes or changes in temperature dampness, dryness, wet or dry rot fungus, shrinkage evaporation, loss of weight, pollution, contamination, change in colour, flavour, texture or finish action of light vermin insects marring or scratching unless such loss is caused directly by Damage to the property insured or to premises containing</p> <p>c) i) larceny ii) acts of fraud or dishonesty iii) disappearance, unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error</p> <p>d) i) coastal or river erosion ii) normal settlement or bedding down of new structures</p> <p>2. Damage caused by or arising from: -</p> <p>a) any wilful act or wilful negligence on the part of the Insured or any person acting on his behalf</p> <p>b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever</p>	Page 1

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		<p>3. Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences, namely: -</p> <p>a) war, invasion, act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war</p> <p>b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising military, rising insurrection, rebellion revolution military or usurped power</p> <p>In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions A3 (a) and (b) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured</p> <p>4. i) permanent or temporary dispossession resulting from nationalisation commandeering or requisition by any lawfully constituted authority ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person provided that the Insurers are not relieved of any liability to the Insured in respect of Damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy iii) The destruction of property by order of any public authority</p> <p>5. Damage directly or indirectly caused by or arising from or in consequence of or contributed confiscation to by :-</p> <p>a) nuclear weapons material</p> <p>b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion Combustion shall include any self-sustaining process of nuclear fission.</p>	

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		<p><b>B. EXCLUDED PROPERTY</b> This Policy does not cover:</p> <ol style="list-style-type: none"> <li>1. Money, cheques, stamps bonds, credit cards securities of any description jewellery , precious stones, precious metals , bullion, furs, curiosities rare books or works of art unless specifically mentioned as insured by this policy.</li> <li>2. Unless specifically mentioned as insured by this Policy goods held in trust or on commission documents manuscripts, business books, computer systems, records ,patterns, models, moulds, plans, designs, explosives</li> <li>3.                             <ol style="list-style-type: none"> <li>a) vehicles licensed for road use (including accessories thereon) caravans, trailers, railway locomotives or rolling stock, watercraft aircraft spacecraft or the like</li> <li>b) property in transit other than within the premises specified in the Schedule</li> <li>c) property or structures in course of demolition, construction or erection and materials or supplies in connection therewith</li> <li>d) land (including top-soil back-fill drainage or culverts) driveways, pavements, roads, runways, railway lines, dams, reservoirs, canals, rigs wells, pipelines, tunnels, bridges, docks piers, jetties, excavations wharves, mining property underground off-shore property unless specifically covered.</li> <li>e) livestock, growing crops or trees</li> <li>f) property damaged as a result of its undergoing any process</li> <li>g) property undergoing testing installation including materials and supplies therefore if directly attributable to the operations of work being performed thereon unless damage by a cause not otherwise excluded ensues and then the insurer will be liable only for such ensuing loss.</li> </ol> </li> </ol>	

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		<p>i) property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipments temporarily removed for repairs, cleaning, renovation or other similar purpose for a period not exceeding 60 days.</p> <p>j) damage to property which at the time of the happening of such damage is insured by or would for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.</p> <p><b>DEDUCTIBLES</b></p> <p>This policy does not cover the deductibles stated in the schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the policy including any condition of Average.</p> <p>Warranted that during the currency of the policy the Insured shall not effect insurance in respect of the amount of the deductibles stated in the schedule</p> <p><b>Special Exclusions to Section II : Business Interruption</b></p> <ol style="list-style-type: none"> <li>1. This Policy does not cover loss resulting from interruption of or interference with the business directly or indirectly attributable to             <ol style="list-style-type: none"> <li>1.1. any restrictions on reconstruction or operation imposed by any public authority</li> <li>1.2. the Insured's lack of sufficient capital for timely restoration or replacement of property lost destroyed or damaged</li> </ol> </li> </ol>	

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		<p>1.3. loss of business due to causes such as suspension lapse or cancellation of a lease licence or order etc. which occurs after the date when the items lost destroyed or damaged are again in operating condition and the business could have been resumed, if said lease licence order etc. had not lapsed or had not been suspended or cancelled.</p> <p>1.4. damage to boilers economisers turbines or other vessels machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture.</p> <p>1.5. electronic installations, computers and data processing equipment.</p> <p>1.6. Damage resulting from :                      a) deliberate erasure loss distortion or corruption of information on computer systems or other records programs or software.                      b) Other erasure loss distortion or corruption of information on computer systems or other records programs of software unless resulting from fire lightning explosion aircraft, impact by any road vehicle or animals earthquake, hurricane, windstorm flood, bursting overflowing discharging or leaking of water tanks apparatus or pipes in so far as it is not otherwise excluded unless caused by Damage to the machine or apparatus in which the records are mounted.</p> <p>1.7. mechanical or electrical breakdown or derangement of machinery or equipment.</p> <p>2. This Policy does not cover the deductible stated in the Schedule to be borne by the Insured.</p>	
4	Waiting Period	There is no waiting period applicable in this Policy	

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5	Payout basis	<p>If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon.</p> <p>If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.</p> <p>If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.</p>	Page 6
6	Premium Payment Option	Annual	
7	Renewal Conditions	<p>The Company shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. The Company 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.</p>	Page 15

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		The Company, 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.	
8	Cancellation	This insurance may be terminated at any time at the request the Insured, in which case, the Company shall retain additional 10% of retained premium for the period that this policy has been in force on pro-rata basis. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.	Page 5
9	How to Claim	<p>A) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall immediately within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company</p> <p>i) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.</p> <p>ii) Particulars of all other insurances, if any. The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/ external) proofs</p>	D.1.6



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		<p>and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with declaration on oath or in other legal form of the truth of the claims and of any connected therewith.</p> <p>No claim under this policy shall be payable unless the terms of this condition have been complied with.</p> <p>B) In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.</p>	
10	Policy Servicing / Grievance / Complaints	<p>If you have a grievance that you wish us to address, you may contact us with the details of your grievance through:</p> <ul style="list-style-type: none"> <li>• <b>Call Centre - 022-6234 6234</b></li> <li>• <b>Emails – grievance@hdfcergo.com</b></li> <li>• 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> <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>	Page 8

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		<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>The Complaint &amp; Grievance Redressal Cell , HDFC ERGO General Insurance Company Ltd. D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai – 400078, Maharashtra</p>	
11	Insured's Rights	You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.	
12	Insured's Obligations	Disclosure of material facts sought to be declared on the Proposal Form.	
<b>Legal Disclaimer Note:</b> The information must be read in conjunction with the product brochure and policy document. In case of any conflict between the Customer Information Sheet and the policy document, the terms and conditions mentioned in the policy document shall prevail.			