# HDFC ERGO General Insurance Company Limited Prospectus



### **OBJECT INSURANCE - PROSPECTUS**

We are dependent on various objects like Mobile Phone, Laptop, Refrigerator, Microwave, Guitar, Washing Machine, Sports Equipments, Smart Watches, Shoes, Bags in our day to day life. Any loss or damage to these objects are costly to repair and can impact our finances.

With HDFC ERGO Object Insurance, you can cover one or more objects against loss or damage from perils like Liquid Damage, Accidental Damage, Fire, Theft and more from a comprehensive list of covers, add-ons and exclusions that can be waived.

You can customize your object insurance policy as per your need. With our innovative cover options and modular design, you can now choose protection that you feel is more relevant for your personal objects. With this product, you can design your own affordable object insurance plan and 'Take it Easy'.

#### **RISK COVERED FOR YOU**

Product offers you a flexibility to choose risk as per your need. Below are the list of risk that can be covered along with a short description of coverage it offers.

The Description mentioned below is only to aid brief understanding of the offered cover. In case of dispute, the Terms and Conditions detailed in the Policy Document shall prevail.

Base Covers	Brief Description
1. Screen Damage	Covers damage to the screen of Insured Object. Screen means any front/primary glass or LCD or digitizer component of the Object or any other display component.  This cover is applicable only for Electronic or Electrical Object with screen.
2. Liquid Damage	Covers Liquid Damage to the Insured Object which includes ingression of any type of liquid or water into the Object that impedes its functioning.
3. Accidental Damage	Covers Accidental Damage to the Insured Object. It includes Liquid and Screen Damage as inbuilt cover.
Fire, Act of God, Riot, Strike or Malicious     Damage	Covers loss or damage to Insured Object due to Fire, Act of God like Lightning, Earthquake, Storm etc., Riot, Strike or Malicious Damage
5. Theft, Robbery or Burglary	Covers Theft, Burglary or Robbery of Insured Object
6. Extended Warranty	Covers loss or damage to the Insured Object arising out of manufacturing defect and/or due to poor workmanship to the extent provided under Manufacturer's Warranty. This cover is applicable only for Objects with valid and active Manufacturing Warranty
Optional Covers (can be opted by payment of additional premium)	Brief Description
1. EMI Protect	Covers 3, 6, 9 or 12 months EMI accidental death/disability of Insured Person. We will not offer this cover for Precious Objects
2. Terrorism Cover	Covers Loss or Damage to Insured Object due to any Terrorist activity classified as Terrorism under relevant Government Act.
3. Worldwide Cover	Extends the geography of coverage from domestic to worldwide. However, repairs have to be done within India only.
4. Lease/Rental Cost	Covers lease/rental cost of an alternate Object while Insured Object is under repair.
	This cover is not applicable for Precious Objects.
5. Transit Cover	Covers loss during transit in case of transportation by land, air, water within territorial limits of India. This cover is not applicable for Portable, Precious and Wheeled Objects.
6. Return to Invoice Cover	Covers the difference between approved claim amount and invoice value of the device, only applicable in case of total loss.
7. Reinstatement of Sum Insured	After a claim payment, the sum insured gets reinstated again to the extent of claim amount maximum upto twice the Sum Insured.
8. Number of claims per year	Gives you a flexibility to restrict the number of claims that can be made in an year and avail a discount in premium.
Exclusions that can be waived (on payment of additional premium)	Brief Description
1. Pair and Set Clause	If opted you are eligible for claim of a pair even if one of the article of pair is lost or damaged. This is not applicable for Wheeled Objects.
2. Misplacement	Covers misplacement or unexplained disappearance of Insured Object
3. Electrical, Mechanical and electronic breakdown	Covers loss or damage due to electronic/electrical/mechanical breakdown and is not applicable for Precious Objects.
4. Accessories Cover	Covers loss or damage to accessories of the Insured Object that are part of standard offering by a manufacturer and are not invoiced separately.
5. Condition of Average	Covers waiver of underinsurance where sum insured opted is on invoice value/market value basis.
6. Object held in Trust	Covers loss or damage to an Object that is not owned by your and are lying or held in in your custody
7. Battery & Consumables	Covers loss or damage to Battery or consumables if part of the Insured Object and damaged at the same time. This cover will not be applicable for precious object.

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### **OBJECTS THAT CAN BE INSURED:**

Objects are classified in to 4 categories, The objects are classified into 4 categories-

- Portable Object means all electronic and non-electronic objects that are portable.
- · Non Portable Object means all electronic and non-electronic objects that are non-portable.
- · Precious Object means valuable objects.
- · Wheeled Object means objects with wheels not covered under Motor Vehicle Act.

Below is an indicative list of Objects that can be covered under this Policy. The list is not exhaustive and is meant for reference purpose only to define a particular object category.

I. Portable Objects	II. Non Portable Objects	III. Precious Objects	IV. Wheeled Objects
Mobiles, Tablets, Reading Tablets, Laptops, Palmtops etc.	White Goods Like Refrigerator, Washing Machine	Precious Jewellery	Golf Cart
Bagpacks, Luggage Bags, Handbags, Shoes, Designer Clothes	Kitchen Appliances like Chimney, Water Purifier etc.	Precious Gemstones	Pedal Cycle
Musical Instruments, Gym/Sports Equipment	Desktop/Television	Antiques	Kids Bicycle
Fitness Watches / Wearables	Electronic Stationary - printers, scanners, photo copiers etc.	Paintings	Battery Operated Cycle/ Scooter (Electric vehicle)
Hearing Aids	Furniture	Luxury Watches	Dune Buggy/ATV
CCTV Camera, DSLR Camera, SLR Camera,	Car Brand Logo	Precious metal dinnerware	Roller-skates
Helmets/Motor Accessories/ Electronic Car Keys	Air Purifier	Furs	Wheelchair/Baby Stroller
Spectacles	Inverter	Precious metal Trophies	Lawnmower

### **POLICY TYPE:**

- o You can insure either a Single Object or Multiple Objects.
- For insuring multiple objects, You can choose covers and may opt for Sum Insured on the following basis:
  - Non-Floater Basis: Provide separate Sum Insured for each selected object
  - Floater Basis: Provide a fixed Sum Insured that will float over the selected objects. Single article limit will be applicable in this type of policy.

### SUM INSURED FLEXIBILITY:

Sum Insured is the amount shown against each item in the Schedule which is our maximum liability that We shall pay

during period of insurance. You may choose the Sum Insured type on the following basis:

- For Floater Policy: First Loss Basis
- For Non-Floater Policy:
  - o New Objects Invoice Value Basis
  - Old, Refurbished & Rented Objects Market Value, first loss or Agreed Value Basis
  - o Precious Objects Agreed Value Basis

You may refer below definitions of Sum Insured basis:

- Invoice Value means the original amount paid by You towards the purchase of the Insured Object
- Market Value/ Replacement Value replacement value of the Insured Object by new less deduction for any advancement, wear and tear and/or depreciation
- Agreed Value/First Loss Basis means the value agreed between You and Us

### **GENERAL EXCLUSIONS**

### Exclusions that cannot be waived

- Any liability covered under any other underlying insurance policy which is primary in nature.
- Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear

- and tear, moth, insects, vermin, pets, animals, moth, fungus, pests rodents, insects or mildew, corrosion, rust, atmospheric or climatic conditions or any other gradually operating causes.
- 3. Any loss or damage occurred prior to inception of the Policy.
- Cracking, scratching, denting chipping or breakage or any other aesthetic defects not affecting the operation or function of the **Insured** Object.
- 5. Faulty material, faulty workmanship or latent defect.
- Any loss or damage for which the manufacturer or seller of the **Insured** Object or any other third party is responsible either by law or under contract
- Loss of Insured Object from safe, following use of the key or any duplicate thereof or access code to the safe belonging to the Insured, unless this has been obtained by threat or by violence.
- 8. Loss or damage to diamonds, precious or semi-precious stones (unless embedded in / affixed to and forming part of any piece of ornament / specific object of jewellery, the value of which as mentioned in the Policy Schedule/Certificate of Insurance is inclusive of the value of diamonds, precious or semi-precious stones), money, metals, bullion, furs, medals, numismatic property, rare books, curios or works of art, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travel tickets or traveller's cheque, business books or documents, plans, designs, blue prints, cards evidencing affiliation / membership with any third party programme or club.
- 9. Any stain damage to paintings, clothing, furniture and home furnishing items
- 10. **Theft** from any car, except car of fully enclosed type having at the time all the doors, windows and other openings securely locked.
- 11. Any loss or damage whether direct or indirect arising from war, war like operations, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, insurrection, civil commotion, military or usurped power, seizure, capture confiscation, arrests, restraints and detainment by the order of any Government or any other authority.
- Any loss or damage arising through delay, detention or confiscation by customs, police or other public authorities.
- 13. Any repairs performed outside India.

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- Any loss or damage resulting from a failure to follow the manufacturer's instructions.
- Any loss or damage to electrical or electronic Objects in relation to power outages, surges or dips, or any improper voltage or current supplied.
- 16. Any loss, destruction, damage or legal liability, caused by nuclear weapons and material, by ionising radiations or radioactive contamination from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.
- 17. Consequential loss or legal liability of any kind.
- 18. Any recalls or modifications to the Insured Object.
- Any loss or damage arising from incorrect installation, modification or maintenance.
- Any loss or damage incurred if no fault or defect is found with the Insured Object.
- 21. Any loss or damage arising from inability to use the Insured Object.
- Any loss or damage caused before or during any delivery of the Insured Object.
- Any enhancements, alterations, additions and/or improvements made during the course of any replacement or repair.
- 24. Accidents due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
- 25. Any loss, damage **Injury** sustained whilst or as a result of participation **Hazardous or Adventure sports.**
- 26. Any loss or damage to **Insured Object** whilst in the custody of any person other than **You**, **Your** Family or **Your** employee.
- Loss or Damage to Insured Object due to use of unauthorized charger, accessories in violation to manufacturer's guidelines.
- 28. Loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom.
- 29. Any Object being used for the purpose other than it is intended to or its overuse beyond its capacity
- Where the Insured Object is subject to commercial, rental or profit generation purposes, unless specifically declared to Us and/or agreed by Us.

### **DEDUCTIBLE**

- Deductible means the amount which is to be borne by You before any payment of claim is made under this policy. This will apply separately for each and every claim
- You can choose the required deductible in the proposal form, in one
  of the below manners
  - o As a % of claim payable maximum upto 75%
  - o As an absolute amount between Rs. 500 to 5000
- · For Non-Floater Policy, deductible can be chosen object wise
- For Floater Policy, same deductible will be applicable to all the Insured Objects

### **DEPRECIATION**

- Depreciation is reduction in the value of the Insured Object due to factors like Ageing, Use, Wear & Tear, Obsolescence, Consumer Preferences, Environmental Conditions or Technological Advancements
- It will be applicable only in case of Total Loss
- It will be a % of claim maximum upto 75%

### **POLICY DURATION**

You can choose from below options :

- Short Term upto 1 year
- Annual
- Long Term upto 5 years

### **APPLICABLE DISCOUNTS:**

Discount	Description	
Tenure Discount	A discount of 7.5%,10% and 15% will be offered in case a policy is purchased for 2-year,3-year and 4-year tenure respectively with Single Premium option i.e. premium has been paid in advance as a single premium.	
Floater Discount	Below discount will be applicable when multiple objects under any one category are opted under Floater policy	
	Number of Insured Objects	Discount
	2	5%
	3-5	10%
	>5	25%
Online Discount	A discount of 5% shall be offered for all policies purchased online directly from Us.	
Employee Discount	A discount of 10% will be offered to Employees of HDFC Group, ERGO Group and Munich Re Group companies in case the policies are bought through direct channels of the Company	

#### CLAIMS:

### **Basis of Indemnity**

### a. Total Loss / Beyond Economic Repair:

In the event of Beyond Economic Repair or loss due to **Theft, Burglary** or **Robbery, we** will indemnify on one of the following basis, whichever is of lower value:

- Sum Insured minus applicable depreciation/deductible/salvage value if applicable as mentioned in YourPolicy Schedule/ Certificate of Insurance.
- Replace Your Insured Object with another Object one of similar make/model/specification/age.

Beyond Economic Repair: Insured Object will be deemed Beyond Economic Repair when the aggregate cost of retrieval and / or repair exceeds 80% of the Sum insured of Insured Object / current Market Value of the Insured Object or any such amount as specified in the policy schedule; whichever is lower.

Once a claim is settled as **Total Loss / Beyond Economic Repair** for an **Insured Object**;

- a) In a Single Object Policy: Your Policy Schedule/Certificate will seize to exist and it will be cancelled without refund.
- b) In Multiple Object Policy:

Non Floater Policy: Your **Cover** will seize to exist for that **Insured Object** and will continue for other **Insured objects** under the policy.

### Floater Policy:

Your **Cover** will seize to exist for that **Insured Object** and will continue for the other **Insured objects** for the available balance sum insured under the policy for the rest of the **Cover Period**.

### b. Partial Loss

In the event of partial loss of or damage to **Insured Object**, **we** at **Our** own discretion will indemnify on one of the following basis:

- Cashless repair of the Insured Object by any Service Centers authorized by Us.
- Reimbursement of the reasonable costs necessarily incurred in repairing the damaged **Insured Object** to its condition immediately prior to the event, at any Service Centre and as assessed by Us.
- Sum Insured minus applicable deductible/salvage value if applicable as mentioned in YourPolicy Schedule/Certificate of Insurance.

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 Replace Yourlnsured Object/Part of the Insured Object with another one of similar make/model/specification/age.

Further, all settlements made under the **Policy** shall be subject to the following specific conditions, where applicable to the settlement options opted for:

 Obsolescence: If a necessary part or component is no longer manufactured, has become obsolete or is not available for the repair of the damaged Insured Object, we will reimburse a reasonable cost of repair for such part or component and return such Insured Object. In such cases, we may also replace the Insured Object with object of similar make/model/ specification/age, in Our sole and absolute discretion.

### Claims Procedure & Requirement

Upon the happening of any event giving rise or likely to give rise to a claim under this **Policy**:

- a) Intimate us as soon as reasonably possible, but in any event within 7 days from the date of the incident. You can intimate Us in writing to the nearest office of the Company, on Our email ID: care@hdfcergo.com or contact number: 022-6234 6234.
- b) The Insured shall deliver to the Company, within 15 days of the date on which the event shall have come to his knowledge, a detailed intimation of the loss or damage, with an estimate of the intrinsic value of the Object lost and the amount of damage sustained, respectively.
- Lodge a complaint/FIR with the police regarding this incident, where the claim is made under Theft & Burglary.
- d) Take all steps within his/her power to minimize the extent of loss or damage, and not do anything or tamper the affected **Insured Object** in such a manner which would in any way increase the extent of the loss or further diminish the value.
- The Insured shall tender to the Company all reasonable information, evidence, assistance and proofs in connection with any claim hereunder.
- Not make any admission or commit to payment of any expenses or liability to any third party without obtaining Our written consent;
- g) Provide Us with all necessary information and documentation in respect of the claim within 30 days of Us requesting for the same. If all essential information and documentation is not received by Us within such period of time, then We will condone such delay on merits only where the delay has been proved to be for reasons beyond the claimant's control. For ease of reference, such necessary information and documentation shall include, but not be limited to Our duly completed and signed claim form, and the below:

Name of the Cover	Documents Required
All Covers	Duly filled and signed Claim Form     Original Policy Document (Wherever applicable)     Insured Person's own Indian bank cancelled cheque copy and bank details in attached format
Covers other than EMI Protect	Invoice of the Insured Object(s)/ Proof of ownership, care or custody (Wherever applicable) Pre and Post event Photograph and/or Video Recording, if taken Original Repair /Replacement Bills with receipt Manufacturer Warranty Certificate (if not submitted during the issuance of policy wherever necessary) Proof of non-settlement of defects/ breakdown by the OEM (optional) FIR or Police Complaint Report (in case of Theft, Burglary or Robbery or Accidental Loss)

Transit Cover	Transit invoice from registered carrier/ transit service provider
EMI Protect	<ul> <li>Proof of Permanent Disablement</li> <li>Medical Practitioner's Report</li> <li>Medico Legal Certificate</li> <li>Investigation Reports like Laboratory test, X-rays and reports essential of confirmation of the Injury;</li> <li>Disability certificate from a government certified Medical Practitioner or government Hospital confirming the extent and nature of disability;</li> <li>Discharge summary from the Hospital Medical reports, case histories, investigation reports, treatment papers as applicable.</li> <li>Letter from treating Medical Practitioner mentioning the reason and date for disablement and confirming the disablement.</li> <li>MLC/FIR copy/ certificate regarding abuse of Alcohol/intoxicating agent if applicable.</li> </ul>
	Accidental Hospitalization
	Consultation note or Emergency Room's Medical Practitioner medical report.  Relevant treatment papers or Discharge Summary.  Copy of the passport showing the date of entry and exit related to journey (to & fro) from India.  MLC/FIR copy/ certificate regarding abuse of Alcohol/intoxicating agent if applicable  All relevant Original Invoices for the expenses incurred.

\*We may ask for any other details (if required) which is not mentioned here but is necessitated for settlement of claim on case to case basis.

### **GENERAL CONDITIONS**

**Policy** is applicable for the Objects that are manufactured in India or is legally imported in India and sold through Official Channels supported by an Invoice &Manufacturer's Warranty, wherever applicable.

- Single Article Limit: In a Floater Policy, the Company's liability in respect
  of each article or pairs or articles shall not exceed the amount or % of Sum
  Insured as specified in YourPolicy Schedule/Certificate of Insurance
- Notice: Every notice and communication to the Company required by this Policy shall be intimated to the office of the Company through which this Policy is obtained.
- 3. Duty of Disclosure: This Policy shall be void and all premium paid hereon shall be forfeited to the Company and no benefit will be payable in the event of mis-representation, mis-description or non-disclosure of any material fact in the proposal form, personal statement, declaration and connected documents
- 4. Reasonable care: The Insured shall take all reasonable steps to safeguard the Insured Object, against any covered Insured Event that may give raise to a claim under the Policy.

The **Insured** shall at his own expense take all reasonable precautions and comply with all reasonable recommendations provided by **Us** to prevent loss, damage or liability and comply with statutory requirements and the manufacturer's or seller's recommendations on operation and maintenance of **Insured Object** 

5. Fraud: If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf to obtain any benefit under this Policy, or if a claim is made

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and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

- 6. Contribution: If at the time of any loss or damage, there is some other insurance policy, apart from this one, insuring the same Insured Object, the Company shall not be liable for more than the rateable proportion of such loss or damage.
- 7. Subrogation: The insured and any claimant under the Policy shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from parties to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

### 8. Cancellation:

This Policy will terminate at the expiration of the period for which premium has been paid or on the expiration date shown in the Policy Schedule/Certificate.

In case of cancellation of the policy before the expiry of **Period of Insurance**, a refund shall be offered as provided below:

- The Company may cancel the policy by sending fifteen days' notice
  to the insured at insured's last known address on the grounds of
  misrepresentation, fraud, non-disclosure of material facts or noncooperation. In the event of cancellation of this Policy on grounds
  of misrepresentation, fraud, non-disclosure of material facts, the
  policy shall stand cancelled ab-initio and there will be no refund
  of premium.
- In case of claim reported under the Policy, no premium will be refunded.
- In the event the policy is cancelled on the grounds of noncooperation of the insured or cancellation is initiated on insured request, in such case the premium refund shall be as per following criteria:

### For Short Period Policy (less than 1 year)

The premium will be retained on Short period basis as per the logic provided herewith provided no claim has been reported in the policy

- For Policy Period <= 3 Months: No Refund
- For Policy Period > 3 Months: Following short scale grid will be applicable:

Cancellation Period	% Refund of Premium
Within 10% of the Coverage Period	75%
10%-25% of the Coverage Period	60%
25%-50% of the Coverage Period	35%
Exceeding 50% of the Coverage Period	0%

### For 1-year Policy

If the Policy is cancelled, the premium would be refunded in accordance with the short period rate table as mentioned below, provided there is no claim under this **Policy** during the **Period of Insurance** 

Table of Short Period Scales		
Period of Risk (Not exceeding)	% Refund of Annual Premium	
1 month	85%	
2 months	70%	
3 months	60%	
4 months	50%	
5 months	40%	
6 months	30%	

7 months	25%
8 months	20%
9 months	15%
>9 months	0%

### For Long Term Policy -

For long term  $\operatorname{\textbf{Policy}}$ , the discount slab shall be reworked for the number of years the  $\operatorname{\textbf{Policy}}$  was actually in force

Premium will be refunded after retaining the premium:

- in full for the completed policy year(s),
- in accordance with company's short period rate for the running policy year

provided no claim has occurred up to the date of cancellation.

- 9. Policy Disputes: Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.
- 10. Arbitration clause: Any and all disputes concerning the interpretation or difference of the terms, exclusions or conditions contained herein is understood and agreed to by both the parties are subject to Indian law

If any difference arises as to the quantum to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to arbitration, in accordance with the Indian Arbitration and Conciliation Act 1996, as amended, Such arbitration panel shall consist of one arbitrator selected by You, one arbitrator selected by Us, and a third independent arbitrator selected by the first two arbitrators in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996 (as amended). The arbitration shall be governed by Indian Law and the venue of arbitration shall be within India.

- (i) All proceedings in any arbitration shall be conducted in English and a daily transcript in English of such proceedings shall be prepared
- (ii) The cost of arbitration undertaken in accordance with this section shall be borne by the parties associated with the arbitration and shall share equally in the costs of the arbitration proceedings and presiding arbitrator
- (iii) It is clearly agreed and understood that no reference to arbitration can be made if We have either not admitted or have disputed liability in respect of any claim under or in respect of this Policy
- (iv) In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

It is further expressly agreed and declared that if We shall disclaim liability in respect of any claim and is not within 12 calendar months from the date of such disclaimer be made the subject matter of a suit or proceeding before a Court of law or any other forum, it shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder

- 11. Observance of terms and conditions: This Policy requires fulfilment of the terms and conditions of this Policy and payment of premium. This is a precondition to any liability under the Policy.
- 12. Renewal Notice: This Policy will automatically terminate at the end of the Insured'sPeriod of Insurance, stated in the Policy Schedule/ Certificate of Insurance. The Policy may be renewed by mutual consent and in such event the premium should be paid to Us on or before the date of expiry of the Policy. We shall not be bound to accept any premium for renewal nor to give notice that such is due.
- 13. Our Rights on occurrence of loss or damage: On the occurrence of any loss or damage have given rise to a claim under this Policy, or circumstances that may give rise to a claim, We or Our authorized representatives or surveyors may:

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- take possession of or require to be delivered to Us the Insured Object, to which the loss or damage has been caused;
- keep possession of any such Insured Object and examine, sort, arrange, remove or otherwise deal with the same; and,
- iii) sell any such **Insured Object** or dispose of the same for account of whom it may concern.
- 14. Sanction and Embargo Clause: No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- **15. Electronic Data Processing Media Valuation:** Notwithstanding any provision to the contrary within the **Policy** or any endorsement thereto, it is understood and agreed as follows:
  - Should **electronic data** processing media **insured** by this **Policy** suffer physical loss or damage **insured** by this **Policy**, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **Electronic Data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this **Policy** does not insure any amount pertaining to the value of such **Electronic Data** to the Assured or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled.
- 16. Transfer: This policy is not transferable to another person/entity in case ownership in the Object is transferred during the period of insurance except legal heir in case of death of primary insured/customer.
- 17. Geography & Currency: This Policy applies to events or occurrences taking place in geographical territory as mentioned in YourPolicy Schedule/Certificate of Insurance. All payments under this Policy will be made in Indian Rupees only.
- 18. Governing Law & Dispute Resolution: Any and all disputes or differences under or in relation to this Policy will be determined by the Indian Courts and subject to Indian law.
- 19. Electronic Transactions: You agree to comply with all the terms and conditions of electronic transactions as We shall prescribe from time to time, and confirm that all transactions effected facilities for conducting remote transactions such as the Internet, World Wide Web, electronic data interchange, call centers, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, in respect of this Policy and claim related details, shall constitute legally binding when done in compliance with Our terms for such facilities.
- 20. Communicable Disease Exclusion Clause: Notwithstanding any other provision, clause or term of this policy to the contrary, this policy does not cover any claim, loss, liability, damage, cost or expense of any kind relating to, whether directly or indirectly and/or in whole or in part, a Communicable Disease and/or any fear or threat thereof (whether actual or perceived).

For avoidance of doubt: (1) no other prior, concurrent or subsequent provision, clause, term or exception of this **policy** (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this **policy**; (2) any change in the law clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or, (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this **policy** that would otherwise be excluded through the exclusion set forth in this clause.

If the Insurer alleges that by reason of this clause, any amount is not covered by this **policy**, the burden of proving the contrary shall rest in the **Insured**.

N.M.A. 2915

- 21. Cyber Loss exclusion clause: Means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
  - a) the use or operation of any Computer System or Computer Network:
  - the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
  - c) access to, processing, transmission, storage or use of any Data;
  - d) inability to access, process, transmit, store or use any Data;
  - e) any threat of or any hoax relating to 3.6 (a) to 3.6 (d) above;
  - f) any error or omission or **Accident** in respect of any Computer System, Computer Network or Data.

### Grievance

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

### 1. Our Grievance Redressal Officer

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

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

- · Call Centre 022-6234 6234
- Emails grievance@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-301,3<sup>rd</sup> 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

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 mentioned in 3, Insurance Ombudsman 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

# HDFC ERGO General Insurance Company Limited Prospectus



### **OBJECT INSURANCE - PROSPECTUS**

- The Consumer Affairs Department of IRDAI—You can register Your grievance on IRDAI's Integrated Grievance Management System (IGMS),
- The Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any, or
- 4. The Consumer Protection Forum or the Court.

About Our Company

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

Registered & Corporate Office: 1st Floor, HDFC House, 165-166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020.

Website – www.hdfcergo.com
Contact number – 022 - 62346234

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.

### YOU CAN REQUEST A QUOTE TODAY

For more information about our new HDFC ERGO Object Insurance and the full range of HDFC ERGO Insurance products contact your local broker or HDFC ERGO representative.

Insurance is the subject matter of solicitation.

For more details on risk factors, terms and conditions, please read the sales brochure before concluding a sale.