# **HDFC ERGO General Insurance Company Limited Policy Wordings**



# **Object Insurance**

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This **Policy** is a contract of insurance between **You** and **Us** based on the information shared by **you** or anyone authorized on **your** behalf in the Proposal for this **Policy** or its preceding **Policy**/Policies of which this is a Renewal.

This **Policy** is effective when the accompanying **Policy Schedule** is signed by an authorized representative of HDFC ERGO General Insurance Company Limited.

Policy wording, Policy Schedule and any Endorsements thereto shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout unless specified otherwise.

The terms set out in this **Policy** and its Schedule will be the basis for any claim under this **Policy**.

Words and phrases that appear in bold letters have, for the purpose of this **Policy**, a special meaning which can be read in the Definitions section. They have this meaning wherever they appear in the Policy, including the **Policy Schedule/Certificate of Insurance**, or any subsequent endorsements. Where the context permits, references to any statutory enactment includes subsequent changes to the same and references to the singular shall also include references to the plural, references to the male gender shall also include references to the female gender, and vice versa in both cases.

#### Insuring Clause

We hereby agree, to indemnify You up to the sum insured for loss or damage to the Insured Object(s) during the Period of Insurance, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon.

All claims and payments made under any Insuring Clauses hereunder shall be in accordance with the 'Claims Procedure' and 'Basis of Settlement & Assessment of Claims' Sections set out in this **Policy**.

#### **SECTION 1: DEFINITIONS**

- Accessories means attachments or consumables provided by original equipment manufacturer along with Insured Object
- Accident/Accidental means a sudden, unforeseen and involuntary event caused by external and visible means.
- Misplacement means unintentionally leaving the Insured
   Object at a place whereby You are permanently not able
   to use it or locate it.
- Act of God means Lightning, Earthquake, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood & Inundation.
- Agreed Value means the value agreed at the time of issuance of policy by You and remains fixed during the Cover Period.
- Burglary means an act involving entry into or exit from the Insured's place of residence by forcible and violent means or following assault or violence or threat thereof, to the Insured or any person lawfully present in the Insured's residence.
- Certificate of Insurance means the Certificate of coverage details issued to Insured under this Policy.
- Communicable Disease means any: infectious disease; contagious disease; communicable disease; and/or,

- any infectious, contagious or communicable substance (including (but not limited to) a virus, bacterium, parasite or organism or any mutation of any such things, whether living or not), regardless of the method of transmission (including (but not limited to) whether direct or indirect airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas) that causes, can cause or threatens: damage to human health; damage to human welfare; and/or, damage, deterioration, loss of value, marketability or loss of use to tangible or intangible property. For the avoidance of doubt Communicable Disease includes (but is not limited to) corona virus disease 2019 (COVID-19) and any mutation or variation thereof.
- 9. Computer Virus means any computer instruction, information, data or programme that destroys, damages, degrades or adversely affects the performance of a computer resource or attaches itself to another computer resource and operates when a programme, data or instruction is executed or some other event takes place in that computer resource
- Cover means the coverage specified in the policy schedule for your Insured Object(s) including optional covers if any.
- Cover Period means the indemnity period of the Cover as specified in Your Policy Schedule / Certificate of Insurance.
- Deductible means the amount which is to be borne by You before any payment of claim made under this Policy/ Certificate of Insurance. This will apply separately for each and every claim.
- 13. Depreciation means the reduction in the value of the Insured Object due to Ageing, Use, Wear & Tear or Obsolescence. The depreciation % of Your object is specified in Your Policy Schedule/Certificate of Insurance and is applicable at the time of Total Loss.
- Electrical or Mechanical Breakdown means the Mechanical, Electrical and/or Electronic Defects and / or Failure of Insured Object which impedes its normal functioning.
- 15. Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- Floater means more than one Object(s) are insured for a single sum insured mentioned on Your Policy Schedule/ Certificate of Insurance
- Family Members means Insured's Spouse; Children; Parents, Parents in law, You and any other persons who resides with You without paying a commercial rent.
- Fire means an actual ignition. Fire must be accompanied by visible sparks or Flames. Mere heating without ignition scorching, charring and damage by smoke without actual burning is not considered as fire.

- Hazardous or Adventure Sports means any sport or activity involving physical exertion and skill in which an Insured participates or competes for entertainment or as part of his Profession whether he / she is trained or not.
- Injury means Accidental physical bodily harm excluding Illness or disease solely and directly caused by external, visible and evident means which is verified and certified by a Medical Practitioner.
- Insured Object means any physical object specified in Your Policy Schedule/Certificate of Insurance.
- Invoice Value means the original amount paid by the Insured towards the purchase of the Insured Object, which is evidenced by an Invoice and is inclusive of any applicable discounts and taxes.
- 23. Liquid Damage means loss or damage to the Insured Object due to ingression of any type of liquid or water into the Insured Object that impedes its functioning. Damage due to moisture and/or humidity is not considered as Liquid Damage.
- 24. Malicious Damage means intentionally causing loss or damage to the Insured object by someone who is not a family member, employee of the Insured person or Insured person himself.
- Manufacturer's Warranty means the original warranty provided by the Manufacturer in respect of an object or product.
- Market/Replacement Value means the replacement value of the Insured object by a new object less deduction for any advancement, wear and tear and/or depreciation.
- Medically Necessary treatment means any treatment, test, medication, or stay in Hospital or part of stay in Hospital which
  - Is required for the medical management of the Illness or Injury suffered by the Insured Person;
  - Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity.
  - Must have been prescribed by a Medical Practitioner.
  - Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- 28. Medical Practitioner means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license. Medical Practitioner who is sharing the same residence with the Insured Person's and is a member of Insured Person's family are not considered as Medical Practitioner under the scope of this Policy.

**Medical practitioner** for mental illnesses means a **medical practitioner** possessing a post-graduate degree or diploma in psychiatry awarded by an university recognised by the University Grants Commission established under

the University Grants Commission Act, 1956, or awarded or recognised by the National Board of Examinations and included in the First Schedule to the Indian Medical Council Act, 1956, or recognised by the Medical Council of India, constituted under the Indian Medical Council Act, 1956, and includes, in relation to any State, any medical officer who having regard to his knowledge and experience in psychiatry, has been declared by the Government of that State to be a psychiatrist for the purposes of this Act;

**Medical Practitioner** (Definition applicable for Global Cover except in India)

Means a licensed **medical practitioner** acting within the scope of his/her license and who holds a degree of a recognized institution and is registered by the Authorized Medical Council of the respective country.

- Period of Insurance means the period between the policy commencement date and policy expiry date as specified in Your Policy Schedule / Certificate of Insurance.
- Non Portable Objects means all electronic and nonelectronic objects that are non-portable as specified in Your Policy Schedule/Certificate of Insurance.
- 31. Permanent Total Disablement means that the Insured Person is totally disabled from undertaking all the material duties of his/her usual occupation for which he/she is reasonably fitted by training, education or experience for a continuous period of 365 days and, at the expiration of the 365 days period, it is reasonably certain that such disability will persist throughout the Insured Person's lifetime.
- 32. Policy means the document that provides the details of insurance provided, exclusions and other terms and conditions. It comprises of Policy wording, Policy Schedule and any annexure attached to it, Proposal form and Endorsements.
- 33. Policy Schedule means the document that is part of Your Policy and includes details like Sum Insured, premium amount, Insured Object, Cover Period, Period of Insurance and Specific Terms & Conditions.
- Portable Object means all electronic and non-electronic objects that are portable as specified in Your Policy Schedule/Certificate of Insurance.
- 35. **Precious Objects** means valuable objects as specified in **Your Policy Schedule/Certificate of Insurance**
- Proposer means Individual/ Entity who has applied for insurance.
- Riot, Strike means loss or damage to the Insured Object due to a violent disturbance of the peace by a crowd.
- 38. **Robbery** means an act of **Theft**, which causes or attempts to cause the **Insured** or a **Family Member**, death or hurt or wrongful restraint, or a fear of instant death or of instant hurt, or of instant wrongful restraint.
- Salvage means the remaining and/or recovered parts of any Insured Object, or any value thereof attached to such remaining and/or recovered parts.

- Screen means any front/primary glass or LCD or digitizer component of the **Insured Object** or any other display component.
- 41. Sum Insured means the amount shown in the Policy Schedule against the cover opted for Insured Object(s) which is our maximum liability in relation to the Insured Object(s) that We shall pay for all the covers put together; for any one claim or in the aggregate for all the claims during the Cover Period. With claim payment, sum insured get reduced by the claim amount paid.
- 42. **Terrorism** means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2019 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.
- 43. Theft as defined in Section 378 of Indian Penal Code shall mean whoever, intending to take dishonestly any movable property out of the possession of any person without that person's consent, moves that property in order to such taking, is said to commit theft.
- 44. You / Your /Insured means the individual or entity, as the case maybe, who is named in the Policy Schedule/ Certificate of Insurance.
- 45. **We /Our/Us/Company** means the HDFC ERGO General Insurance Company Limited.
- 46. Wheeled Objects means objects with wheels that are not mandated for insurance as per Motor Vehicle Act, 1988 and subsequent amendments thereof, as specified in Your Policy Schedule/Certificate of Insurance.

## **SECTION 2: DETAILS OF COVERAGE**

#### I. Screen Damage

This Cover is applicable if mentioned in your Policy Schedule. In the event of any Damage to the Screen of Insured Object during the Cover Period, We will pay You upto the Sum Insured as specified in Your Policy Schedule/Certificate of Insurance as per applicable claim settlement option provided in Section 4. This is subject to the definitions, limitations, exclusions, terms and conditions of this Policy.

Specific Exclusions applicable to  ${\bf Cover}\ {\bf I}-{\bf Screen}$   ${\bf Damage}$ 

 Any loss falling under the covers Accidental Damage, Liquid Damage, Fire, Act of God, Riot, Strike or Malicious Damage, Theft, Burglary or Robbery, Electrical or Mechanical Breakdown, or Extended Warranty.

 $Specific \ Condition \ applicable \ to \ \textbf{Cover} \ \textbf{I} - \textbf{Screen Damage}$ 

 This Cover is applicable only for Electrical or Electronic object.

#### II. Liquid Damage

This Cover is applicable if mentioned in your Policy Schedule. In the event of an Accidental Liquid Damage to the Insured Object during the Cover Period, We will pay You upto the Sum Insured as specified in Your Policy Schedule/Certificate of Insurance as per applicable claim settlement option in Section 4. This is subject to the definitions, limitations, exclusions, terms and conditions of this Policy.

Specific Exclusions applicable to Cover II - Liquid Damage

 Any loss falling under the covers Screen Damage, Accidental Damage, Fire, Act of God, Riot, Strike or Malicious Damage, Theft, Burglary or Robbery, Electrical or Mechanical Breakdown, or Extended Warranty.

#### III. Accidental Damage

This Cover is applicable if mentioned in your Policy Schedule. In the event Accidental Loss or Damage to the Insured Object during the Cover Period, We will pay You upto the Sum Insured as specified in Your Policy Schedule/Certificate of Insurance as per applicable claim settlement option in Section 4. This is subject to the definitions, limitations, exclusions, terms and conditions of this Policy.

Specific Exclusions applicable to  ${\bf Cover\ III-Accidental\ Damage}$ 

 Any loss falling under the covers Fire, Act of God, Riot, Strike or Malicious Damage, Theft, Burglary or Robbery, Electrical or Mechanical Breakdown, or Extended Warranty.

Specific Conditions applicable to  ${\bf Cover}\ III-{\bf Accidental}\ {\bf Damage}$ 

Screen Damage and Liquid Damage is included under this Cover

#### IV. Fire, Act of God, Riot, Strike or Malicious Damage

This Cover is applicable if mentioned in your Policy Schedule. In the event of loss or damage to Insured Object due to Fire, Act of God, Riot, Strike or Malicious Damage, during the Cover Period, we will pay You upto the Sum Insured as specified in Your Policy Schedule/ Certificate of Insurance, as per applicable claim settlement option in Section 4. This is subject to the definitions, limitations, exclusions, terms and conditions of this Policy

Specific Exclusions applicable to **Cover IV – Fire, Act of God**, Riot and Strike and **Malicious Damage** 

 Any loss falling under Screen Damage, Liquid Damage, Accidental Damage, Theft, Burglary or Robbery, Electrical or Mechanical Breakdown, or Extended Warranty Cover.

#### V. Theft, Burglary or Robbery

This Cover is applicable if mentioned in your Policy Schedule. In the event of Theft, Burglary or Robbery of Insured Object during the Cover Period, We will pay You upto the Sum Insured as specified in Your Policy Schedule/ Certificate of Insurance, as per applicable claim settlement

option in Section 4. This is subject to the definitions, limitations, exclusions, terms and conditions of this **Policy**.

Specific Exclusions applicable to  ${f Cover}\ {f V}-{f Theft}, {f Burglary}$  or Robbery

 Any loss falling under Screen Damage, Liquid Damage, Accidental Damage, Fire, Act of God, Riot, Strike and Malicious Damage, Electrical or Mechanical Breakdown, or Extended Warranty Cover.

#### VI. Extended Warranty

This Cover is applicable if mentioned in your Policy Schedule. In the event of 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 supported by an invoice during the Cover Period. We will pay You upto the Sum Insured as specified in Your Policy Schedule/Certificate of Insurance. This extension shall commence on the expiry of Manufacturer's Warranty period and continue till the policy expiry date as mentioned in your Policy Schedule/Certificate of Insurance.

#### 2A. Optional Covers:

## I. EMI Protect

On payment of additional premium, **We** will pay **You** Equated Monthly Instalments due on the **Insured Object** if **Insured** sustains **Injury** during **Period of Insurance**, which results in

- a. Medically Necessary Hospitalization of Insured for a period of atleast 15 (fifteen) days, or
- b. Disablement as specified in the table below, within 6 months of occurrence of the event, as certified by a Medical Practitioner.

Sr. No.	Disablement
1	Loss of sight on both eyes
2	Loss of both hands
3	Loss of both feet
4	Loss of one hand and one foot
5	Loss of one eye one hand
6	Loss of one eye one foot
7	Permanent Total Disablement

Specific Condition applicable to EMI Protect:

#### We will pay You,

 Actual Equated Monthly Instalments due on the Insured Object for number of months, maximum upto the Sum Insured under this Cover and as specified in Your Policy Schedule/Certificate of Insurance.

Specific Exclusions applicable to EMI Protect:

 The abuse or the consequences of the abuse of tobacco, intoxicants or hallucinogenic substances such as drugs and alcohol, including smoking cessation programs and the treatment of nicotine addiction or alcohol addiction programs, any other substance abuse treatment or services, or supplies.

- Any loss suffered by the **Insured** on account of his participation as the driver, co-driver or passenger during motor racing or trial runs or rallies using a motorized vehicle or bicycle
- Any Insured Person committing or attempting to commit a breach of law with criminal intent, or intentional self-injury or attempted suicide or suicide.
- From engaging in or participation in or involvement including but not limited to naval, military or air force operation.

#### II. Terrorism Cover

On payment of additional premium, coverage opted by **You**, **We** will pay for loss or damage to **Insured Object** due to an act of **Terrorism**. This is subject to the definitions, limitations, exclusions, terms and conditions of this **Policy**.

#### III. Worldwide Coverage

On payment of additional premium, Geographical territory under this **policy** is modified from India to Worldwide subject to **Insured Object** being accompanied by **Insured** Person. This is subject to the definitions, limitations, exclusions, terms and conditions of this **Policy**.

#### IV. Lease/Rental Cost Cover

On payment of additional premium, **We** will pay **you** maximum upto the Sum Insured under this **Cover**, to cover Lease or Rental Cost of an alternate Object of similar kind as specified in **your policy schedule/Certificate of insurance if your Insured Object** is damaged due to a peril covered under Section 2 of the **policy** and is under repair. This is subject to the definitions, limitations, exclusions, terms and conditions of this **Policy**.

Specific condition applicable to Lease/Rental Cost  ${\bf Cover}:$ 

This **Cover** will be applicable from the date, the **Insured Object** is reported for repair, till it is repaired or replaced or **We** settle the claim.

#### V. Transit Cover

On payment of additional premium, coverage opted by **You** under section 2 is extended to cover **Insured Object** in transit by land, air or water, within the territorial limits of India. This is subject to the definitions, limitations, exclusions, terms and conditions of this **Policy**.

Specific Exclusions applicable to Transit Cover:

- Damage arising during Transit of Insured Object from manufacturer/seller to buyer or from buyer to manufacturer/seller.
- If there is any other policy covering the transit, We will
  pay the claim only if the object is not covered under
  such transit insurance policy.

Specific Condition applicable to Transit Cover:

 This Cover will not be applicable on Portable, Precious and Wheeled Object(s).

#### VI. Return to Invoice Cover

On payment of additional premium, coverage opted by **You** under section 2 is extended to cover the difference between claim amount receivable under this **Policy** and

**invoice value** of **Insured Object** if the object is a **total loss** or is beyond economic repair.

This is subject to the definitions, limitations, exclusions, terms and conditions of this **Policy.** 

#### VII. Reinstatement of Sum Insured

On payment of additional premium, the insurance cover will be maintained to the full extent of the respective **sums insured** at all times during the **Period of Insurance** of this **policy**. Provided that **Our** liability will be limited to twice the respective **Sum Insured** during the entire **Period of Insurance** in respect of any loss or damage.

This is subject to the definitions, limitations, exclusions, terms and conditions of this **Policy.** 

#### VIII. Number of Claims per year

It is understood and agreed that number of claims per year is restricted upto the limit specified in Your **Policy Schedule/Certificate of Insurance.** 

#### IX. Waiver of Exclusion

On payment of additional premium, it is understood and agreed that exclusion #...... stands deleted and hence covered under the scope of the **policy**. This is subject to the definitions, limitations, exclusions, terms and conditions of this **Policy**.

#### **SECTION 3 (A): SPECIFIC EXCLUSIONS**

Exclusions specific to the policy which can be waived on payment of additional premium

- Pair and Set Clause: Where any Insured Object
  consists of articles in pair or set, our liability in that respect
  shall be restricted to the intrinsic value of any particular
  part or parts which may be lost or damaged without any
  reference to special value which such article may have
  as part of such pair or set.
- 2. Misplacement: Any loss or damage due to Misplacement or unexplained disappearance of Insured Object.
- Electrical, Mechanical and Electronic breakdown:
   Any loss or damage caused by Electrical, Mechanical and Electronic breakdown of Insured Object.
- Accessories Cover: Any loss or damage to any accessories related to the Insured Object.
- 5. Condition of Average: If the Insured Object at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every Insured Object, if more than one, in the Policy, shall be separately subject to this condition.
- Object held in trust: Any loss or damage to an Object in care or custody of Insured, but not owned by Insured Person.
- Battery and Consumables: Any loss or damage to Battery/ SIM Card/Memory Card/Consumables if part of Insured Object, unless Insured Object is also damaged at the same time.

#### **SECTION 3 (B): GENERAL EXCLUSIONS**

#### Exclusions specific to the policy which cannot be waived

The **Company** shall not liable for losses arising out of the following:

- 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.
- 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.
- Any stain damage to paintings, clothing, furniture and home furnishing items.
- 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.
- 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.
- Any loss, damage Injury sustained whilst or as a result of participation Hazardous or Adventure sports.
- 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.

# SECTION 4: BASIS OF CLAIMS SETTLEMENT & ASSESSMENT OF 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 Your Policy Schedule/Certificate of Insurance.
- Replace Your Insured Object with another Object 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**.

#### ii) 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 Centres authorised 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 Your Policy Schedule/ Certificate of Insurance.
- Replace Your Insured 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.

#### **SECTION 5: 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, Robbery or 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.
- e) 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

Name of the Cover	Documents Required
Covers other than EMI Protect	Invoice of the Insured Object(s)/     Proof of ownership, care or     custody (Wherever applicable)
	Pre and P ost 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	Proof of P ermanent Disablement
	Medical Practitioner's Report
	Medico Legal Certificate, if applicable
	Investigation Reports like Laboratory test, X-rays and reports essential of confirmation of the Injury;
	Disability certificate from a government certified Medical Practitioner or government Hospital confirming the extent and nature of disability;
	Discharge summary from the Hospital Medical reports, case histories, investigation reports, treatment papers as applicable.
	Letter from treating Medical Practitioner mentioning the reason and date for disablement and confirming the disablement.
	MLC/FIR copy/ certificate regarding abuse of Alcohol/ intoxicating agent if applicable
	Accidental Hospitalization
	Consultation note or Emergency Room's Medical Practitioner medical report.
	Relevant treatment papers or Discharge Summary.

Name of the Cover	Documents Required
	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

#### **SECTION 6: 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 Your Policy 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 misrepresentation, mis-description or non-disclosure of any material fact in the proposal form, personal statement, declaration and connected documents
- 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 and rejected and no court action or suit is commenced within twelve months after such rejection all benefits under this Policy shall be forfeited.
- 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 non-cooperation.
   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 non-cooperation 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</li>
- 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 **Policy**, the discount slab shall be reworked for the number of years the **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.
- 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.
- 10. Renewal Notice: We shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. We reserve the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk.
- 11. 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:
  - 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.
  - sell any such **Insured Object** or dispose of the same for account of whom it may concern.
- 12. 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.

13. 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.

- 14. 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.
- 15. Geography & Currency: This Policy applies to events or occurrences taking place in geographical territory as mentioned in Your Policy Schedule/Certificate of Insurance. All payments under this Policy will be made in Indian Rupees only.
- 16. 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.
- 17. 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, teleservice 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.
- 18. 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 'relating to' means: relating to; in connection with; arising under; arising out of; as a result of; as a consequence of; attributable to; contributed to by; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

- 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;
  - 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:
  - any error or omission or **Accident** in respect of any Computer System, Computer Network or Data.

#### **GRIEVANCE REDRESSAL PROCEDURE**

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

- · Call Center (Toll free helpline)
- 1800 2 700 700 (accessible from any Mobile and Landline within India)
- 1800 226 226 (accessible from any MTNL and BSNL Lines)
- Emails grievance@hdfcergo.com
- · Designated Grievance Officer in each branch.
- Company Website www.hdfcergo.com
- Fax: 022 66383699
- Courier: Any of our Branch office or corporate office

**You** may also approach the Complaint & Grievance (C&G) 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 Cell,
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West), Mumbai - 400 078.

In case **you** are not satisfied with the response / resolution given / offered by the C&G cell, then **you** can write to the Principal Grievance Officer of the **Company** at the following address

The Principal Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West), Mumbai - 400 078.

**You** may also approach the nearest Insurance Ombudsman for resolution of **your** grievance. The contact details of Ombudsman offices are mentioned 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

#### Names of Ombudsman and Addresses of Ombudsmen Centers

 $You may also refer our website www.hdfcergo.com \ https://www.hdfcergo.com/customercare/grievances.html for detailed grievance redressed procedure.\\$ 

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU - Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh.
BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461/2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
DELHI - Shri Sudhir Krishna	SOCIONAL OFFICE (ORION TERRITORY, SISTRICT)
Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI - Shri Kiriti B. Saha Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD - Shri I. Suresh Babu Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW - Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
MUMBAI - Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE - Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.