

Terrorism Suraksha Classic - Prospectus

INTRODUCTION

Terrorism Suraksha Classic by HDFC ERGO General Insurance Co. is a separate insurance policy that covers loss due to Terrorism, Sabotage, Malicious damage and other risks. In India, Indian Market Terrorism Risk Insurance Pool (IMTRIP) offers terrorism cover for Fire & Engineering lines of business as per Pool provisions. If the insured requires terrorism cover which is falling outside the purview of Terrorism Pool then they can take this policy.

SCOPE OF COVER

This Policy provides coverage against physical damage or loss, liability imposed upon the insured by law for monetary damages in respect of Bodily Injury and/or Property Damage and/or Defence Expenses occurring during the period of this Policy caused by an Act of Terrorism, Sabotage or other covers available under different policy forms.

Terrorism or Sabotage, as herein defined.

For the purpose of this Insurance, an Act of Terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

For the purpose of this Insurance, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

There is an option to provide following covers as per provisions, terms & conditions under respective Policy Forms:

- Business Interruption
- Advance Loss of Profit for Project risk
- Riots, Strikes and Civil Commotion
- Malicious damage
- Political violence (Including Counter-Insurgency) & Political Intimidation
- Civil War
- War
- Mutiny

Different Policy forms also have provision to provide following extensions on optional basis:

1. Changes In Values And Automatic Additions
2. Debris Removal
3. Experts Fees
4. Loss Control
5. Public Authorities/Increased Cost Of Construction
6. Contingent Time Element
7. Interdependency Clause
8. Ingress/Egress
9. Denial Of Access By Order Of Civil Or Military Authority
10. Loss Of Attraction
11. Coinsurance Deficiency And Currency Devaluation
12. Off Premises Storage For Property Under Construction
13. Service Interruption
14. Transit
15. Unspecified Third Party Locations
16. Brand Rehabilitation
17. Demolition And Increased Cost Of Construction
18. Claims Preparation Costs
19. Loss Minimisation Clause
20. Margin Clause

21. Cessation Of Work Clause
22. Loss Of Drawings
23. Expediting Expenses/Airfreight
24. Fire Fighting Expenses
25. Inland Transits, Offsite Storage And Temporary Removal
26. Existing Property
27. Fuels And Consumables
28. Terrorism Liability
29. Brands And Labels
30. Accounts Receivable
31. Consequential Reduction In Value
32. Data, Programs Or Software
33. Decontamination Costs
34. Fine Arts
35. Lawns, Plants, Trees And Shrubs /Landscaping Clause
36. Seepage And/Or Pollution And/Or Contamination Clean-Up
37. Temporary Removal Of Property
38. Valuable Papers And Records
39. Third Party Vehicles Clause
40. Extra Expenses Extension
41. Counter Insurgency
42. Business Interruption extension
43. Loss Adjustment Expenses
44. Expenses to Reduce loss

LOSSES EXCLUDED:

General Exclusions :

This Policy does not insure against:-

1. Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
2. Loss by seizure or legal or illegal occupation unless physical loss or damage is caused directly by an Act of Terrorism or an Act of Sabotage.
3. Loss or damage caused by confiscation, nationalization, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives the Insured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.
4. Loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
5. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.
6. Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorized instructions or code or the use of any electromagnetic weapon.

This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

Terrorism Suraksha Classic - Prospectus

7. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder.
8. Loss or increased cost as a result of threat or hoax.
9. Loss or damage caused by mysterious disappearance or unexplained loss.
10. Loss or damage caused by measures taken to prevent, suppress or control actual or potential terrorism or sabotage unless agreed by Underwriters in writing prior to such measures being taken.
11. Loss of market or any other consequential loss except as specifically insured herein.
12. Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service.
13. Loss or damage caused by or arising out of burglary, house - breaking, theft or larceny.
14. From or as a result of vandals or other persons acting maliciously or by way of protest or strikes, riots or civil commotion unless caused directly by an insured Act of Terrorism and/or Sabotage.
15. From or as a result of Bodily Injury to employees or contract workers of the Assured or arising under any workers' compensation, unemployment compensation or disability laws, statutes, or regulation.
16. From or as a result of Bodily Injury or Property Damage arising out of discrimination or humiliation.
17. From or as a result of property
 - (a) owned, leased, rented or occupied by the Insured;
 - (b) in the care, custody or control of the Insured.
18. From or as a result of fines, penalties, punitive damages, exemplary damages, or any additional damages resulting from the multiplication of compensatory damages.
19. From or as a result of mental injury, anguish or shock where no Bodily Injury has occurred to the claimant.
20. From or as a result of Bodily Injury and/or Property Damage directly or indirectly relating to the actual, alleged or threatened presence of asbestos in any form.
21. From or as a result of mental injury, anguish or shock where no Bodily Injury has occurred to the claimant.
22. From or as a result of Bodily Injury and/or Property Damage directly or indirectly relating to the actual, alleged or threatened presence of asbestos in any form.
23. From or as a result of any claims or circumstances disclosed on the Application for this insurance.
24. From or as a result of any design, manufacture, assembly, sale trade, distribution or promotion of any product.
25. From or as a result of the rendering of or failure to render professional services

PROPERTY EXCLUDED

This Policy does not cover physical loss or physical damage to:

1. Land or land values.
2. Aircraft or any other aerial device, or watercraft.
3. Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared hereon and solely whilst located at the property insured herein at the time of its damage.
4. Animals, plants and living things of all type, unless specifically covered.

Kindly refer Policy wording for detailed list of Exclusion under respective Policy Form.

Basis of Sum Insured : Loss Limit basis

MINIMUM PREMIUM

This policy is subject to collection of minimum premium of Rs.1,000/- + Taxes (As applicable)

CANCELLATION:

The Insured can cancel the policy at any time during the policy term, by informing the Company. The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Insured. The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

RENEWAL

The Company shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. The Company reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. The Company, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.

FOR MORE COMPLETE DESCRIPTION OF COVERAGE / EXTENT THEREOF AND EXCLUSIONS. PLEASE REFER TO THE POLICY WORDING.

CLAIMS PROCESS

Claim Intimation

In the event of loss of an insured event the insurance company must be informed through anyone of below means immediately-

1. Relationship officer / channel partner
2. Contact us- 022 6158 2020/ 022 6234 6234
3. E-mail at care@hdfcergo.com
4. Our contact details are as follows:

HDFC ERGO General Insurance Co. Ltd.

Corporate Claims Department
6th Floor, Leela Business Park,
Andheri Kurla Road, Andheri(E), Mumbai – 400059

During Intimation of claim, Insured has to provide relevant information which includes Policy details and Loss details (viz. Loss Location, .Contact Details, Details of Loss / Accident, Rough estimates of Loss). Surveyor will be appointed within 24 hrs. Surveyor shall start the survey immediately unless there is a contingency that delays immediate survey, in any case within 48 hours of his appointment.

In general, primarily, the following basic documentations are required for taking the claim forward:

- Claim Intimation letter by the insured with respect to the claim or made against them by the third party or circumstances which would give rise to the claim (against the insured) as per the policy.
- Detailed description of the acts in chronological order which has resulted in the loss (details of the quantum of loss to be mentioned and the basis at which it is arrived) giving rise to a claim.
- First Information Report /charge sheet filed by the police
- Internal Investigation report, if any, from the Insured giving an Insight into the loss.
- Newspaper cutting where the incidence of terrorist attack has been reported
- Any other documents which would be construed as material information to the case.

Terrorism Suraksha Classic - Prospectus

Our Claim process:

- An acknowledgement with respect to the claim intimation is given to the insured, once we are in receipt of any claim intimation from the insured.
- Based on the information submitted in the claim intimation letter, if required, we may procure more information from the insured depending on the facts mentioned therein. Upto the satisfaction of the Company.
- Surveyor / Investigator may be appointed if required

The documents generally required for processing of claims are:

1. Policy/Underwriting documents.
2. Survey Report with Photographs wherever applicable
3. Claim Form, duly completed.
4. Log book / Asset register / Capitalized item list
5. Repair / Replacement invoices with receipt
6. All Applicable valid Certificates
7. Production / Generation / Revenue data
8. Duly certified financial account statements
9. Any other relevant documents required based on type of loss

Apart from above Standard documents some other documents may be called for based on the nature of claim. Any other document as may be necessary and appropriately applicable for the claims preferred under the different sections of the policy.

Surveyor shall within 7 days of the claim intimation, inform the insured / claimant of the essential documents. Surveyor shall, submit his final report to the Company within 30 days of final submission of documents by insured. On receipt of the final survey report or the additional survey report, Insurer within a period of 30 days offer a settlement of the claim to the insured/claimant

REDRESSAL OF GRIEVANCE

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

Our Grievance Redressal Officer

- **Contact us** - 022 6158 2020/ 022 6234 6234
- **Emails** – grievance@hdfcergo.com
- Contact Details for Senior Citizens: 022 6242 6226 |
Email ID: seniorcitizen@hdfcergo.com
Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier - Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

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

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

**To the Chief Grievance Officer
HDFC ERGO General Insurance The Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo@hdfcergo.com**

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

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

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

DISCLAIMER: THE ABOVE INFORMATION IS FOR DESCRIPTIVE PURPOSE ONLY. PLEASE REFER YOUR POLICY DOCUMENT OR OUR WEBSITE WWW.HDFCERGO.COM FOR THE ACTUAL TERMS AND CONDITIONS. INSURED ARE ADVISED TO READ THE POLICY DOCUMENT COMPLETELY FOR A FULL DESCRIPTION OF THE TERMS AND CONDITIONS OF COVERAGE AND THE EXCLUSIONS RELATING THERETO.

PROHIBITION OF REBATES

Section 41 of the Insurance Act 1938 as amended

1. No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind or risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the prospectus or tables of the Insurer.
2. Any person making default in complying with the provisions of this section shall be punishable with fine, which may extend to Rs.Ten lakh rupees.