

## Frequently Asked Questions(FAQ's) - Home Insurance Policy

### WHAT ARE THE ELIGIBILITY CRITERIA TO AVAIL A HOME INSURANCE POLICY?

Any resident Indian who is the owner and / or occupant of the property can purchase a Home Insurance Policy. However Home Insurance - multi year policy can be issued only to house / flat owners and not to others who do not own the house / flat.

For Society – Any authorized member of society's managing committee can buy policy to cover society building & common utilities wherein policy needs to be issued in name of society.

### WHAT IS THE MAXIMUM POLICY PERIOD UNDER HOME INSURANCE?

Home insurance can be purchased for policy period from 1 year and 3 to 5 years.

### HOW DO WE DO THE PROPERTY VALUATION FOR HOME INSURANCE?

Property valuation is done by multiplying the built up area of the property with the cost of construction per square feet. Currently the cost of construction is taken around 1500 to 2000 depending on the location of the property and type of construction.

### CAN AN ENTIRE SOCIETY OR BUILDING BE COVERED UNDER YOUR HOME INSURANCE POLICY?

Yes, an entire society building can be covered for policy period of 1 year excluding commercial occupancy like shop/office forming part of society building.

### WHAT ARE OPTIONS UNDER MULTI YEAR HOME INSURANCE?

**Option I - Method A** which is Increase in Sum Insured at end of 12 months

**Option I - Method A**

- Allow automatic increase in the Sum Insured throughout the period of the policy in return of higher premium to be collected in advance.
- Sum Insured will increase by 10% of original Sum Insured at end of every 12 months upto number of years opted by the customer.
- No discount in premium.

### WHAT WILL BE THE START DATE OF MY INSURANCE POLICY?

Your insurance cover starts from the commencement date indicated by you or receipt of premium by us, whichever is later.

In case of online purchase of policy, inception date will be after 7 days of premium payment.

### DO I NEED TO PAY PREMIUM IN ADVANCE FOR MULTI YEAR POLICY, i.e. POLICY PERIOD MORE THAN 1 YEAR?

Yes, entire premium has to be paid in advance.

### IF I HAVE A HOME INSURANCE POLICY WITH TWO DIFFERENT COMPANIES WILL I BE BENEFITED FROM BOTH?

If you have a policy with two insurance companies, at the time of a claim both the insurance companies will pay on proportionate basis.

### CAN A HUF / LEASED (MAHADA/ CIDCO) PROPERTY BE INSURED?

If you have financial interest in the property as owner or leasor then you can insure the property.

### WHAT HAPPENS TO THE HOME INSURANCE POLICY IF THE INSURED HOUSE IS SOLD?

From the time the transfer of ownership becomes effective, the policy stands cancelled & the insured ceases to be an insured under the policy. We will then refund the premium for the balance insured period.

### WHAT HAPPENS AFTER THE HOME INSURANCE CLAIM IS REGISTERED?

Surveyor contacts the customer in 48 hours time. Claim form is sent to customer correspondence address within 7 working days time.

### WHICH ARE THE TYPES OF PROPERTY YOU DO NOT COVER UNDER HOME INSURANCE?

The following are the properties not covered under the Policy

- Property Under construction
- "Kutchra" construction
- Resident cum offices
- Land
- Shops

### IS FIR NECESSARY FOR A PROPERTY DAMAGE CLAIM?

FIR is mandatory in case of Malicious Damage Riot and Strike Terrorism, Burglary, Theft. However it is not necessary in cases of:

- Flood
- Storm
- Earthquake
- Lightning
- Subsidence
- Impact Damage due to Aircraft Losses.

### WILL THE COMPANY PAY FOR DEBRIS REMOVAL DURING THE RECONSTRUCTION OF THE PROPERTY? IF YES HOW MUCH?

Yes, the company will pay a maximum of 1% of the total claims amount for debris removal.

### HOW TO CONTACT US?

Call Toll-free : 1800 2 700 700 (Accessible from India only)  
 Fax : 022-66383669  
 E-Mail : care@hdfcergo.com  
 Write to us at : HDFC ERGO General Insurance Company Limited  
 (Customer service office) 6<sup>th</sup> Floor, Leela Business Park, Andheri Kurla Road, Andheri (East), Mumbai - 400 059

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### HOME INSURANCE POLICY

#### PREAMBLE

WHEREAS the Insured described in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to HDFC ERGO General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid premium as consideration for such insurance during the period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy:

#### OPERATIVE CLAUSE

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon, to indemnify the Insured to the extent and in the manner specified herein, against any loss or damage to the property insured due to operation of any of the insured perils during the policy period.

#### DEFINITIONS

- a. "Building" means structure (above plinth and foundation excluding land) of standard construction unless specifically mentioned. It shall include connected utilities, sanitary fittings, fixtures and fittings therein belonging to the Insured and for which he is accountable.
- b. "Contents" means all items/articles owned or held in trust by the Insured and his/her family members residing in the same home for which the Insured is accountable.
- c. "Jewellery" means articles of precious stones, gold, silver or other precious metals.
- d. "Market Value" means Replacement Value less depreciation.
- e. "Personal Effects" means clothing, spectacles, umbrellas, footwear, etc.
- f. "Reinstatement Value" means the cost of replacing or reinstating on the same site, property of the same kind or type but not superior to or more extensive than the insured property when new.
- g. "Single Article" is defined as one distinct physical object having an independent economic value.
- h. "Specified Items" means jewellery, curios, antiques, pictures and other works of art, collection of stamps, coins and medals.
- i. "Standard Construction" means any construction with RCC/ RBC/ Tiles/ ACC roof and external walls of Burnt bricks/ Stone/ Concrete blocks.
- j. "Valuables" means carpets (other than normal wall to wall carpets), telephone instruments, photographic equipment including still & video cameras), clocks, binoculars, telescopes, musical instruments, audio and video equipment, computers (including laptops) & other peripheral equipment, watches, mobile phones, calculators, digital diaries and palm tops.

#### INSURED PERILS

Section I Fire and Special Perils  
 Section I (a) Towards Building  
 Section I (b) Towards Contents  
 Section II Burglary and House breaking including Larceny and Theft (as defined by Indian Penal Code)

#### SECTION I – FIRE AND SPECIAL PERILS

The Company will indemnify the Insured in respect of loss or damage to the building wherein the home of the Insured is situated and/or contents which shall for purposes of this Section, mean and include items of property in the Insured's home and/or items of property therein for which the Insured is accountable, due to:

1. **Fire**  
 Excluding destruction of or damage caused to the property insured by:
  - a. i. Its own fermentation, natural heating or spontaneous combustion;
  - ii. Its undergoing any heating or drying process.
- b. Burning of property insured by order of any Public Authority.
2. **Lightning**
3. **Explosion/Implosion**  
 Excluding loss, destruction of or damage:
  - a. To boilers (other than domestic boilers), economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion;
  - b. Caused by centrifugal forces.

4. **Aircraft Damage**  
 Loss, destruction of or damage caused by aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.
5. **Riot, Strike and Malicious Damage**  
 Loss or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:
  - a. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted authority;
  - b. Permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building or prevention of access to the same;
  - c. Burglary, housebreaking, theft, larceny or any such attempt or omission of any kind by any person (whether or not such act is committed in the course of a disturbance of public peace) by any malicious act.
6. **Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation**  
 Loss, destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, tornado, flood or inundation.
7. **Impact Damage**  
 Loss or visible physical damage or destruction caused to the property insured due to impact by any rail/road vehicle or animal by direct contact not belonging to or owned by
  - a. The Insured or any occupier of the property insured; or
  - b. Their employees while acting in the course of their employment.
8. **Subsidence and Landslide including Rockslide**  
 Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Landslide/ Rockslide excluding:
  - a. The normal cracking, settlement or bedding down of new structures.
  - b. The settlement or movement of made up ground.
  - c. Coastal or river erosion.
  - d. Defective design or workmanship or use of defective materials.
  - e. Demolition, construction, structural alterations or repair of any property or ground works or excavations.
9. **Bursting and/or Overflowing of Water Tanks, Apparatus & Pipes**
10. **Missile Testing Operations**
11. **Leakage from Automatic Sprinkler Installations**  
 Excluding loss, destruction or damage caused by
  - a. Repairs or alterations to the buildings or premises.
  - b. Repairs, removal or extension of the sprinkler installation.
  - c. Defects in construction known to the Insured.
12. **Bush Fire**  
 Excluding loss, destruction or damage caused by forest fire.
13. **Earthquake, Volcanic Eruption & Other Convulsions of Nature Loss,**  
 destruction or damage (including loss, destruction or damage by fire) to any of the property insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide/Rockslide resulting therefrom.

#### EXCLUSIONS

This Section does not cover -

1. Loss, destruction or damage caused by war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, mutiny or civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
2. Loss, destruction or damage, directly or indirectly, caused to the property insured by a) ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; b) radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

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- Loss, destruction or damage caused to the insured property by pollution or contamination excluding a) pollution or contamination which itself results from a peril hereby insured against; b) any peril hereby insured against which itself results from pollution or contamination.
- Loss, destruction or damage to manuscripts, plans, drawings, securities, documents of any kind, stamps, coins, cash/paper money, deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, promissory notes, or any other negotiable instrument, books of accounts or any other business books, and explosives.
- Loss, destruction or damage to articles of consumable nature, livestock and motor vehicles.
- Loss, destruction or damage to Specified Items including jewellery, curios, antiques, pictures and other works of art, guns, collection of stamps, coins and medals for an amount collectively in excess of Rs. 10,000 unless specifically stated to the contrary in the Schedule.
- Loss, destruction or damage to any electrical machine, apparatus, fixture or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
- Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) debris removal by the Insured following loss, destruction or damage to the property insured by any of the insured perils in excess of 3% and 1% of the claim amount respectively.
- Loss of earnings, or other consequential or indirect loss or damage of any kind or description whatsoever.
- Loss by theft during or after the occurrence of any of the insured perils except as provided under riot, strike, and malicious damage cover.

#### Terrorism Damage Exclusion Warranty

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this warranty, an act of terrorism means an act, 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 organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear. The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism. If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### SUM INSURED

The basis of valuation shall be

- Reinstatement value for buildings and all contents excepting personal effects, and
- Market value for personal effects.

#### BASIS OF INDEMNITY

- The indemnity shall be on the basis of reinstatement value or market value as applicable and as stated above.
- In the event of property insured being damaged by any of the insured perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.
- If the property hereby insured shall, at the breaking out of any fire or at the commencement of any destruction or damage to the property by any of the insured perils 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 portion of the loss accordingly. Provided, however, that if the Sum Insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured, clause 3 of Basis of Indemnity under this Section shall not apply, notwithstanding anything to the contrary contained in the policy.

#### SECTION II – BURGLARY AND HOUSEBREAKING INCLUDING LARCENY AND THEFT (as defined by Indian Penal Code)

##### What is covered

- The Company will indemnify the Insured in respect of loss or damage to contents, by burglary and housebreaking including larceny and theft.
- The Company will further indemnify the Insured in respect of damage to the Insured's home and/or safe resulting from burglary and/or housebreaking or any attempt thereof subject to a maximum of 5% of the Sum Insured under this Section. Provided however that no loss under clauses a) and b) hereinabove, shall together exceed the Sum Insured under this Section.

##### EXCLUSIONS

This Section does not cover loss, destruction or damage:

- Caused by burglary and/or housebreaking and/or theft and/or larceny where any member of the Insured's family is concerned as principal or accessory.
- To securities, documents of any kind, stamps, coins, cash/paper money, deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, promissory notes, or any other negotiable instrument, books of accounts or any other business books, and explosives.
- To articles of consumable nature, livestock and motor vehicles.
- To curios, antiques, pictures and other works of art, guns, collection of stamps, coins and medals for an amount collectively in excess of Rs. 10,000 unless specifically stated to the contrary in the Schedule.
- To jewellery and valuables in excess of Rs. 10,000 per single article unless stated to the contrary in the Schedule.

##### SPECIAL CONDITION

- Where any item insured hereunder consists of articles in pair or set the Company's liability in respect thereof shall not exceed the value of any article which may be lost or damaged without reference to any special value which such article may have as part of such pair or set.
- The cover under this section becomes inoperative if the premises remain unoccupied for more than 60 consecutive days unless prior written notice is sent to the Company and its consent obtained, subject to fulfillment of terms and conditions that may be stipulated by the Company for extending cover in such circumstances.
- For Multiyear policy-

Extends to cover the property of the insured upto policy period as specified in the schedule provided that:

- The policy shall be issued for a minimum period of 3 years.
- Refund shall be allowed as per below rules.
  - No refund shall be allowed if there has been a claim under the policy.
  - If the policy is cancelled within 3 years of inception, the premium to be retained shall be worked out as per normal rates applicable - that is without allowing any discount.
  - If the policy is cancelled after 3 years of inception, the discount slab shall be reworked for the number of years the policy was actually in force. For this purpose fraction of a year shall be rounded to the next higher year.
  - Refund, if any, shall be subject to the retention of minimum premium of Rs. 100/-
- Mid-term inclusion of perils shall not be allowed.
- Premium for entire policy period shall be collected in advance.
- Mid-term increase in sum insured shall be allowed on pro rata basis for the balance period.
- Mid-term reduction in Sum Insured is not allowed
- Policy with long term extension can be issued to only to house/flat owners and not to others who do not own the house/flat.
- Discounts for Earthquake Cover for Long term policies cannot be allowed.
- All Other terms and conditions remain same as per Policy wording

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#### SUM INSURED

The basis of valuation shall be

- Reinstatement value for all contents excepting personal effects, and
- Market value for personal effects.

#### BASIS OF INDEMNITY

1. The indemnity shall be on the basis of reinstatement value or market value as applicable and as stated above.
2. In the event of property insured being damaged by any of the insured perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.
3. If the property hereby insured shall, at the commencement of any destruction of or damage to the property by any of the insured perils 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 portion of the loss accordingly. Provided, however, that if the Sum Insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured, clause 3 of Basis of Indemnity under this Section shall not apply, notwithstanding anything to the contrary contained in the policy.

#### GENERAL CONDITIONS AND EXCEPTIONS APPLICABLE TO BOTH SECTIONS

##### GENERAL CONDITIONS

1. This policy shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
2. All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof the whole or any part of any range of buildings or any of which such building forms part. Provided such a fall or displacement is not caused by insured perils, loss or damage which is covered by this policy or would be covered if such building, range of buildings structure were insured under this policy. Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.
3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company:
  - a. If the interest in the property passes from the insured otherwise than by will or operation of law.
4. This insurance may be terminated at any time at the request of the insured, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days notice to that effect being given to the insured, in case of any fraud, misrepresentation, non disclosure of material fact or non cooperation of the insured as per Regulation 7(n) of IRDA (Protection on Policy Holders interests) Regulations, 2002 in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

##### TABLE OF SHORT PERIOD SCALES

Period of Risk	Premium to be retained (% of the Annual Rate)
Not exceeding 15 days	10%
Not exceeding 1 Month	15%
Not exceeding 2 Months	30%
Not exceeding 3 Months	40%
Not exceeding 4 Months	50%
Not exceeding 5 Months	60%
Not exceeding 6 Months	70%
Not exceeding 7 Months	75%
Not exceeding 8 Months	80%
Not exceeding 9 Months	85%
Exceeding 9 Months	Full Annual Premium

5. I. On the happening of any loss or damage the insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
  - a. A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
  - b. Particulars of all other insurances, if any.

The Insured shall also at all the times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/ external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath in other legal form of the truth of the claim and of any matters connected therewith. No claim under this policy shall be payable unless the terms of this condition have been complied with.

- II. In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 (twelve) calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

6. On the happening of loss or damage to any property insured under this policy, the Company may
  - a. Enter and take keep possession of the building or premises where the loss or damage has happened.
  - b. Take the possession of or require to be delivered to it any property of the insured in the building or on the premises at the time of the loss or damage.
  - c. Keep possession of any such property and examine, sort arrange remove other wise deal with the same.
  - d. Sell any such property or dispose of the same for account of whom it may concern. The powers conferred by this condition shall be exercisable by the Company at anytime until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim. If the insured or any person on his behalf shall not comply with requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.
7. ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD THE INSURANCE COMPANY OR OTHER PERSONS, FILES A PROPOSAL FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH WILL RENDER THE POLICY VOIDABLE AT THE INSURANCE COMPANY'S SOLE DISCRETION AND RESULT IN A DENIAL OF INSURANCE BENEFITS. IF A CLAIM IS IN ANY RESPECT FRAUDULENT, OR IF ANY FRAUDULENT OR FALSE PLAN, SPECIFICATION, ESTIMATE, DEED, BOOK, ACCOUNT ENTRY, VOUCHER, INVOICE OR OTHER DOCUMENT, PROOF OR EXPLANATION IS PRODUCED, OR ANY FRAUDULENT MEANS OR DEVICES ARE USED BY THE INSURED, POLICYHOLDER, BENEFICIARY, CLAIMANT OR BY ANYONE ACTING ON THEIR BEHALF TO OBTAIN ANY BENEFIT UNDER THIS POLICY, OR IF ANY FALSE STATUTORY DECLARATION IS MADE OR USED IN SUPPORT THEREOF, OR IF LOSS IS OCCASIONED BY OR THROUGH THE PROCUREMENT OR WITH THE KNOWLEDGE OR CONNIVANCE OF THE INSURED, POLICYHOLDER, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY ARE FORFEITED.
8. If the Company at its option, reinstates or replaces the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be

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bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the Company thereon. If the Company so elects to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace. If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

#### 9. Reinstatement Value Clause

The insurance in respect of building and all contents except Personal Effects will be subject to the following provision:

"It is hereby declared and agreed that in the event of the building and/or any content other than Personal Effects insured under this Policy being lost, destroyed or damaged, the basis upon which the amount payable under the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby." Special Provisions:

- The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve (12) months after the date of loss, destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this Reinstatement Value Clause had not been incorporated there in shall be made.
- Until expenditure has been incurred by the Insured in replacing or reinstating the property lost, destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this Reinstatement Value Clause had not been incorporated therein.
- If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any loss, destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly.
- This Reinstatement Value Clause shall be without force or effect if:

Now, getting assistance with your HDFC ERGO Home Insurance is easier than ever

Toll free helpline: 1800 2 700 700 (accessible from all mobiles and landlines)  
Fax: 022 6638 3699  
E-mail: care@hdfcergo.com  
HDFC ERGO General Insurance Company Limited  
Registered & Corporate Office: 1<sup>st</sup> Floor, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020.

Customer Service Address: 6<sup>th</sup> Floor, Leela Business Park, Andheri Kurla Road, Andheri (E), Mumbai – 400 059.

- The Insured fails to intimate to the Company within six (6) months after the date of loss, destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property lost destroyed or damaged; or
  - The Insured is unable or unwilling to replace or reinstate the property lost, destroyed or damaged on the same or another site.
10. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
11. The Insured shall at the expense of the Company do and concur in doing, 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 other parties to which the Company shall be or would

become entitled or subrogated, upon its 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 his indemnification by the Company.

- If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator to be within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by such two arbitrators shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed liability under or in respect of this policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrators of the amount of the loss or damage shall be first obtained.

- Every notice and other communication to the Company required by these conditions must be written and be addressed to the Company at its corporate office address as follows:

HDFC ERGO General Insurance Company Limited  
Registered & Corporate Office: 1<sup>st</sup> Floor, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020.

Customer Service Address: 6<sup>th</sup> Floor, Leela Business Park, Andheri Kurla Road, Andheri (E), Mumbai – 400 059.

- At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available not withstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the Company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy. Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the Sum Insured as above.

- The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage.

#### 16. Claims Procedure:

The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this policy:

- In the event of theft lodge forthwith a complaint with the Police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.
- Give immediate notice thereof to the Company and shall within fourteen (14) days thereafter furnish to the Company at his own expense detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.
- Tender to the Company all reasonable information, assistance and proof in connection with any claim.

#### 17. Observation of Terms and Conditions:

The due observance and fulfillment of the terms, conditions and endorsements of this policy insofar as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this policy.

### GENERAL EXCEPTIONS

The Company shall not be liable in respect of:

- Loss or damage, whether direct or indirect occasioned by happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection military or usurped power or civil commotion or loot or pillage in connection therewith.

### HOME INSURANCE POLICY

2. Loss or damage caused by depreciation or wear and tear.
3. Consequential loss of any kind or description.
4. Loss or damage, directly or indirectly, caused by or arising from or in consequence of or contributed to by
  - a. Nuclear weapons material.
  - b. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For this purpose only combustion shall include any self-sustaining process of nuclear fission.

#### GRIEVANCE REDRESSAL PROCEDURE

At HDFC ERGO General Insurance, we are committed to serve our customers to their satisfaction by providing fast, fair and friendly services at all times.

However, should a customer feel that our services need improvement and wish to lodge your feedback / complaint, you may:

- Call our 24X7 Toll free number 1800-2700-700 from any Landline & Mobile or 1800-226-226 from MTNL or BSNL Phone.
- For lodging a complaint online, email us to our customer service desk at care@hdfcergo.com.

After investigating the matter internally, we will send our response within a period of 10 days.

In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

#### Escalation Level 1

For lack of a response or if the response provided does not meet your expectation, you can write to: grievance@hdfcergo.com

After examining the matter, final response would be conveyed within a period of 15 days from the date of receipt of your complaint on this e-mail id.

#### Escalation Level 2

In case, you are not satisfied with the decision/resolution of the above office, or have not received any response within 15 days, you may write to: cgo@hdfcergo.com

#### Escalation Level 3

If after following Escalation Level 1 and 2 as stated above your issue remains unresolved, you may approach the Insurance Ombudsman for Redressal.

Contact Details of Insurance Ombudsman

Names of Ombudsman and Addresses of Ombudsmen Centres
Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C. U. Shah College, Ashram Road, <b>AHMEDABAD</b> - 380 014. Tel.: 079 - 27545441 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in
Office of the Insurance Ombudsman, 62, Forest Park, <b>BHUBANESHWAR</b> - 751 009. Tel.: 0674 - 2596455 / 2596003 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in
Office of the Insurance Ombudsman, Fatima Akhtar Court, 4 <sup>th</sup> Floor, 453 (old 312), Anna Salai, Teynampet, <b>CHENNAI</b> - 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in
Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5 <sup>th</sup> Floor, Near Panbazar Overbridge, S. S. Road, <b>GUWAHATI</b> - 781 001 (ASSAM). Tel.: 0361 - 2132204 / 5 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@gbic.co.in
Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel, Near New Market, <b>BHOPAL</b> (M.P.) - 462 003. Tel.: 0755 - 2769201 / 9202 Fax : 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in

Office of the Insurance Ombudsman, S.C.O. No.101-103, 2 <sup>nd</sup> Floor, Batra Building, Sector 17 - D, <b>CHANDIGARH</b> - 160 017. Tel.: 0172 - 2706468 / 2705861 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in
Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, <b>NEW DELHI</b> - 110 002. Tel.: 011 - 23237539 / 23232481 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in
Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi-Ka-Pool, <b>HYDERABAD</b> - 500 004. Tel : 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in
Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, <b>ERNAKULAM</b> - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in
Office of the Insurance Ombudsman, Jeevan Bhawan, Phase - 2, 6 <sup>th</sup> Floor, Nawal Kishore Road, Hazaratganj, <b>LUCKNOW</b> - 226 001. Tel : 0522 - 2231331 / 2231330 Fax : 0522 - 2231310 Email: bimalokpal.lucknow@gbic.co.in
Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, <b>JAIPUR</b> - 302 005 Tel : 0141 - 2740363 Email: bimalokpal.jaipur@gbic.co.in
Office of the Insurance Ombudsman, 24th Main Road, Jeevan Soudha Bldg. JP Nagar, 1 <sup>st</sup> Phase, <b>BENGALURU</b> - 560 025. Tel No: 080 - 22222049 / 22222048 Email: bimalokpal.bengaluru@gbic.co.in
Office of the Insurance Ombudsman, Hindustan Building, Annexe, 4 <sup>th</sup> Floor, C. R. Avenue, <b>KOLKATA</b> - 700 072. Tel : 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@gbic.co.in
Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W), <b>MUMBAI</b> - 400 054. Tel : 022 - 26106928 / 26106552 Fax : 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in
Office of the Insurance Ombudsman, 2nd Floor, Jeevan Darshan, N. C. Kelkar Road, Narayanpet, <b>PUNE</b> - 411 030. Tel: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in
Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4 <sup>th</sup> Floor, Main Road, Naya Bans, Sector 15, Dist. Gautam Buddh Nagar, <b>NOIDA</b> (U.P) - 201 301. Tel.: 0120 - 2514250 / 2514251 / 2514253 Email: bimalokpal.noida@gbic.co.in
Office of the Insurance Ombudsman, 1 <sup>st</sup> Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, <b>PATNA</b> - 800 006. Email: bimalokpal.patna@gbic.co.in
OFFICE OF THE GOVERNING BODY OF INSURANCE COUNCIL Smt. Ramma Bhasin, Secretary General, Shri Y.R. Raigar, Secretary, 3 <sup>rd</sup> Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), <b>MUMBAI</b> - 400 054 Tel : 022 - 26106889 / 6671 Fax : 022 - 26106949 Email- inscoun@gbic.co.in