HDFC ERGO General Insurance Company Limited Policy Wordings



Art Insurance Policy

The underwriters have relied on the proposal form and all other information provided in connection with it in deciding to accept this insurance.

Cover

The property described in the attached schedule (the "schedule") is insured against physical loss or physical damage occurring during the period of insurance while at the named location(s) or within the territorial limits specified in the schedule, subject to the following exclusions, basis of valuation and conditions.

Exclusions

The underwriters are only liable to the extent that any other valid insurance would fail to cover any claim if this insurance had not been issued.

This insurance does not cover:

A. Loss or damage caused by or resulting from:

(I) Natural ageing, gradual deterioration, inherent defect, rust or oxidization, moth or vermin, warping or shrinkage;

(II) Repairing, restoring, retouching or any similar process;

(III) Aridity, humidity, exposure to light or extremes of temperature unless such loss or damage is caused by storm, frost or fire;

(IV) Earthquake;

B. Loss, damage or liability arising directly or indirectly from seepage, pollution or contamination, however such seepage, pollution or contamination may have been caused.

C. Loss from or damage in or on unattended vehicles, unless in the custody of a competent professional carrier.

D. Electrical or mechanical fault or breakdown.

E. Mysterious disappearance.

F. The amount of the deductible stated in the schedule for each and every loss.

G. Loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

H. Loss or damage caused by or resulting from confiscation, nationalization, requisition, or destruction of or damage to

property by or under the order of any government or public or local authority.

I. (i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

(III) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(IV) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

 $\left(V\right) \;$ Nuclear reaction, nuclear radiation or radioactive contamination

J. Loss or damage caused by or resulting from terrorism.

Basis of valuation

A. The basis of valuation for settlement will be:

 For items individually listed, the value agreed by the underwriters and shown in the schedule. The underwriters will not be liable for more than the agreed value;

(II) For items not individually listed, the market value immediately prior to the loss.

nevertheless in no event will the underwriters be liable for more than the applicable limits of liability set out in the schedule.

B. In the event of partial loss of or damage to any item insured the amount payable will be the cost and expense of restoration plus any resulting depreciation but not exceeding the full value of that item, valued as in a above.

C. Following payment of the full amount insured for any item, pair or set, the underwriters will become the full owners and reserve the right to take possession of the item, pair or set.

Conditions

Anything to be done or complied with by the assured shall be a condition precedent to the underwriters' liability.

1. Due diligence

The assured must take all reasonable care and measures to protect the insured property and toMaintain it in a good and proper condition.

2. Transits

The assured must ensure that the insured property is packed for transit by competent professional Packers.

3. Acquisitions

The aggregate sum insured may be increased by up to 10% to cover new acquisitions provided Underwriters are notified within 60 days and an additional premium is paid. This allowance will be Reinstated following each notification to the underwriters.

4. Protections maintenance clause

The assured must ensure that all physical protections notified to the underwriters are engaged Whenever the named location(s) are left unattended.

The assured must ensure that all fire alarm and security systems notified to the underwriters are Activated whenever the named location(s) are left unattended. The assured must also advise the Underwriters as soon as reasonably possible if for any reason a system is not working properly. The underwriters may then vary the terms and conditions of this insurance. All systems must be regularly serviced under contract by a reputable company at least annually.

5. Notice and proof of loss

In the event of loss or damage that may give rise to a claim under this insurance notice is to be given To the underwriters as soon as reasonably possible, and to the police if a crime is suspected.

In the event of loss or damage to the insured property the assured must give the underwriters such Relevant information and evidence as may reasonably be required and co-operate fully in the Investigation or adjustment of any claim. If required by the underwriters the assured must submit toExamination under oath by any person designated by the underwriters.

6. Subrogation

If the underwriters become liable for any payment under this insurance in respect of a loss, theUnderwriters shall be subrogated, to the extent of the payment, to all the rights and remedies of the Assured against any party in respect of the loss and shall be entitled at their own expense to sue in The name of the assured. The assured shall give the underwriters all such assistance in his power asThe underwriters may require to secure their rights and remedies and, at the underwriters' request,

Shall execute all documents necessary to enable the underwriters effectively to bring suit in the name Of the assured. The underwriters shall be entitled to all recoveries from any third party up to the Amount of their outlay including their own costs and expenses.

7. Recovered property

The assured will have the right to purchase from the underwriters any property recovered for which The full sum

insured has been paid in settlement of a claim at the lesser of:

 the amount of the settled claim plus interest from the date of settlement at a relevant prevailing bank base rate plus loss adjustment and recovery expenses;

(ii) at the fair market value at the time of recovery.

The underwriters will notify the assured by post at his last known address of the right to purchase Property recovered and the assured will have 60 days from the date of notice to exercise the right to Repurchase.

8. Misrepresentation and fraud

If the assured has concealed or misrepresented any material fact or circumstance relating to this Insurance or makes any claim knowing it to be fraudulent, this insurance shall become void.

9. 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.

10. Governing law and jurisdiction

This insurance is governed by the laws of the country specified in the schedule. Any terms or conditions of this certificate which are in conflict with the laws of the state or country where this Certificate is issued are hereby amended to conform to such laws.

Both the assured and the underwriters irrevocably and unconditionally agree to submit any dispute Under or in any way relating to this insurance to the exclusive jurisdiction of the courts of the country Specified in the schedule

11. Contribution

Multiple policies involving Bank or other lending or financing entity -

In case there is more than one insurance policy issued to the customer/policyholder covering the same risk, the Company will not apply contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with value at risk.

Condonation of delay:

The company may condone delay on merit where it is proved that delay in reporting of claim or submission of claim documents is due to reasons beyond the control of the insured.

Notwithstanding the above, delay in reporting of claim or submission of claim documents due to reasons beyond the

control of the insured shall not be condoned where such claim even if reported in time would in any which ways be rejected.

Claims process:

In the event of loss of an insured event the insurance company must be informed immediately. Our contact details are as follows:

HDFC ERGO General Insurance Company Ltd. D-301, 3rd Floor, Eastern Business District (Magenet Mall), LBS Marg, Bhandup (W), Mumbai – 400 078.

While 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)

Based on the details provided claim will be registered and claim no. Will be provided to the insured.

After registration, claims officer will appoint the surveyor within 24 hrs.

• 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.

• Apart from surveyor/investigator, opinions of legal experts are sought, if required.

 Based on the investigation and documentations provided, the decision with respect to the claim would be taken and accordingly conveyed to the insured (vide written communication)

Processing of claim: the documents generally required for processing of claims are:

- 1. Policy/underwriting documents.
- 2. Survey report with photographs
- 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. Any other relevant documents required based on type of loss
- 8. Kyc documents

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

Contact Us

Claim Intimation:	Claim document submission at address
Contact Us 022-6158 2020/ 022 6234 6234 Email: care@ hdfcergo.com	The Manager Claims Department HDFC ERGO General Insurance Company Limited 6th Floor Leela Business Park Andheri Kurla Road, Andheri East Mumbai-400059 India

Grievance Redressal Procedure

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

1. Our Grievance Redressal Officer

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

- 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 Company Ltd. 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 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.

Names of Ombudsman and Addresses of Ombudsmen Centers

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU 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 Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh.
BHUBANESHWAR 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 Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: bimalokpal.chandigarh@cioins.co.in	State of Punjab, Haryana (excluding 4 districts vizGurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu &Kashmir, Ladakh and Chandigarh.
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 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 Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi, 4 districts of Haryana vizGurugram, Faridabad, Sonepat and Bahadurgarh)
GUWAHATI 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 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 Email: bimalokpal.hyderabad@cioins.co.in	State of Andhra Pradesh, Telangana and Yanam – a part of Union Territory of Puducherry
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 /2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
KOCHI Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College Ground,M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 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 Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA 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 Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE 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.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.