



### BUSINESS SURAKSHA PLUS VARIANT 2

#### INTRODUCTION

Business Suraksha Plus Variant 2 by HDFC ERGO is designed adapting a modular approach wherein Insured has the flexibility of choosing supplementary clauses and conditions along with the option of adding other miscellaneous/engineering/ loss of profit sections e.g: Portable Electronic Equipment, Money, Baggage, Infidelity / Dishonesty of employees etc as per requirements.

#### Eligibility

This product can be offered to :-

- Commercial customers
- Sum Insured exceeding 5 crs. (Fire section / Property damage section)

#### Comparison Snapshot of Various Variants

Sr. No.	Description	Variant 2
1	Coverage	Material Damage section on 'All Risk' Basis. Machinery breakdown is an optional cover with flexibility to select the machineries. Other miscellaneous sections can be opted for as per requirement..
2	Compulsory section	Section I (Material Damage) + Any one section out of 11 optional sections
3	Optional Sections which can be attached to variants on payment of additional premium	<ul style="list-style-type: none"> <li>ii. Business Interruption (following Material Damage)</li> <li>iii. Breakdown Of Electrical And Mechanical Appliance (Machinery Breakdown)</li> <li>iv. Electronic Equipment</li> <li>v. Portable Electronic Equipment</li> <li>vi. Boiler &amp; Pressure Plant</li> <li>vii. Money</li> <li>viii. Baggage</li> <li>ix. Infidelity / Dishonesty of Employee</li> <li>x. Public Liability</li> <li>xi. Business Interruption(following Machinery Breakdown/Boiler explosion)</li> <li>xii. Employees Compensation</li> </ul>

#### SCOPE OF COVER – VARIANT 2

- Coverage under Material Damage section is on 'All Risk' Basis. Machinery breakdown is an optional cover with flexibility to select the machineries.
- Other miscellaneous / engineering / loss of profit sections can be opted for as per requirement.
- Compulsory sections - Section I (Material Damage) + Any one section out of 11 optional sections.

Underinsurance for sections like Material Damage, Business Interruption and Machinery Breakdown the limit will be as specified in the policy schedule. Under Insurance for sections other than above of such item(s) of the Schedule shall not be less than 85% (Eighty Five percent) of the value of the item(s).

- Basis of Sum Insured for Material Damage Section can be offered as below on need basis
  - Reinstatement Basis
  - Loss Limit Basis for Plant & Machinery and Stocks.
  - Saleable Value Basis for Commercial Building
- Basis of Insurance for Business Interruption section can be :
  - In respect of reduction in turnover
  - In respect of increase in cost of working
  - Loss of wages on Dual basis
- Basis of Sum Insured for Machinery Breakdown cover can be
  - Reinstatement Value Basis or Loss Limit Basis.



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#### Section I Material Damage

This section covers accidental loss or damage covering Building including plinth and foundations, Business and trade furniture, fixtures, fittings including electrical installations, safes of insured premises, office machinery and electrical & mechanical appliances, tools and instruments for business, electronic equipments, interior decorations, improvements, landlord's fixtures and fittings, building fronts and all other fixed contents belonging to the Insured and related to business.

Coverage under this section of the policy can be extended to include:

1. Property damage due to fire, lightning, explosion, aircraft damage, riots, storm, impact damage, Flood, Inundation, land slide, missile testing operation, leakage and bush fire.etc.
2. Loss or damage caused to the Insured's property due to burglary or housebreaking
3. Accidental External Damage
4. Accidental breakage of Glass or Sanitary fittings
5. Tools such as Neon sign/ Glow sign /Hoarding against risk such as damage by accidental external means, fire, lightning, external explosion, theft of whole sign, riot, strike etc. be accidentally physically lost destroyed or damaged other than by an excluded cause during the period of insurance the Insurer will pay to the Insured the value of the property at the time of the happening of its accidental physical loss or destruction or damage (being hereinafter termed Damage)

#### Section II – Business Interruption

In the event of any building or other property or any part thereof used by the Insured at the premises for the purpose of the Business, be destroyed or damaged by the perils/losses covered under Section I of this policy and the Business carried on by the Insured at the premises be in consequences thereof interrupted or Interfered with, then the company will pay in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the Provisions contained therein.

#### Section III - Breakdown of Electrical & Mechanical Appliances (Machinery Breakdown)

The Section broadly covers loss due to all kinds of accidental, electrical and mechanical breakdowns as a result of internal and external causes. It is covered during the time the machinery is in operation or at rest or in the process of being dismantled, overhauled or during Subsequent re-erection at the same premises.

If specifically requested, it can also cover the machinery foundations, masonry, brickwork as well as oil in transformers from unforeseen and sudden physical loss or damage, other than specified excluded perils and forms of damage.

#### Section IV – Electronic Equipments

Coverage provided against all risks of direct physical loss of or damage to the tested, installed and working electronic equipment including computers, fax machine, or any other electronic items including accessories or data carrying material belonging to the Insured or held in trust/ commission.

#### Section V – Portable Electronic Equipments

Section provides cover for Portable Electronic Equipment like Laptops, palm tops, PDAs, Mobile Phones, and the like including the value of Systems Software, Medical, Bio-medical, Micro processors, Audio-visual, geophysical and other mobile/ portable professional instruments / equipment used for survey, measurement and control and other specified equipment including those which are portable in nature.

#### Section VI - Boiler & Pressure Plant

The Section broadly covers following losses:

1. Accident or Damage (other than by fire) to the Boilers and/or other Pressure Plant described in the Schedule;

2. Damage (other than by fire) to surrounding property of the insured described in the Schedule or to property held by the insured in trust or on commission or for which he is responsible;
3. Damage to Third Party property and/or personal injury can also be covered for selected limits of indemnity.

#### Section VII – Money

Covers direct physical loss of or damage to the money (cash/ currency) due to accident or misfortune whilst in direct transit in connection with Insured's business between any collection centre, bank & Insured Premises provided such money is in personal custody of an authorized representative

#### Section VIII – Infidelity/ Dishonesty of Employee

This section covers the risk of infidelity and dishonesty of the salaried employees of the Insured acting alone or in collusion with others.

#### Section IX – Baggage

Section covers accompanied personal baggage of the insured or member (s) of his family, so lost, destroyed or damaged by fire, Riot and Strike, Terrorist Activity, Theft or Accident, anytime, Whilst the insured is traveling on tour and/of on holiday.

#### Section X – Public Liability

The Company will indemnify the Insured against their legal liability (other than liability under the Public Liability Insurance Act, 1991 or any other Statute based on the doctrine of "No Fault liability") to pay compensation including claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law.

#### Section XI – Business Interruption (following Machinery Breakdown & Boiler Explosion)

Consequential losses arising out of damage admissible under Section III & VI is covered under this section.

#### Section XII – Employees Compensation

Coverage for Injury to any Employee or Employees of the Insured by accident arising out of and in the course of his employment in the Business, for which the Insured is liable to pay compensation under any Law(s) specified in the Schedule, then the Company shall indemnify the Insured up to the Limit of Indemnity against all sums for which the Insured shall be so liable, including costs and expenses for defending any such claim incurred with the Company's consent.

#### GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

The Company shall not be liable to indemnify under any section of this policy any direct or indirect loss/damage or liability or expenses howsoever caused on account of the following unless specifically provided in any of the sections:

1. Liability arising out of violation of any Rules and Regulation of the Govt. or Statutory authorities.
2. Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with war, invasion, act of foreign enemy, hostilities or civil war, rebellion, revolution, insurrection, warlike operation (whether war be declared or not), usurped power or civil commotion or loss or pillage in connection therein or confiscation or detention by the order of any Government or public authority.
3. 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 exclusion 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



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and/or to put the public, or any section of the public in fear. (A uniform definition of terrorism is used throughout this document)

In any action, suit or other proceedings where the Company alleges that by reason of provisions hereof, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

4. Loss or damage arising due to delay/improper packaging.
5. Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss and any legal liability of whatsoever nature directly or indirectly, caused by or contributed to by, or arising from ionizing radiation or contamination by radioactivity from any source whatsoever.
6. Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
7. Liability arising due to martial law or state of seize or any of the event or cause which determines the proclamation or maintenance of martial law or state of seize
8. Loss or damage wear and tear, depreciation, gradual deterioration/development of flaws, atmospheric or climatic condition.
9. Loss or damage caused by or arising out of willful act/gross negligence of the insured.
10. Loss of or damage to any Property insured under this Policy in the even of non-cooperation, misrepresentation, mis description or non-disclosure in any material particular or if a claim be fraudulent or any fraudulent means or devices be used by the Insured or any one acting on his behalf to obtain any benefit under this Policy
11. Communicable Disease Exclusion Clause
12. Sanction and Embargo Clause

#### Cancellation

This insurance may be terminated at any time at the request the Insured, in which case the Company will retain 10% additional on pro rata premium if the policy is cancelled by the Insurer.

If the Policy is cancelled by first named insured, for an annual the premium would be returned to the customer calculated in accordance with the short period rate table as mentioned below:

Period	% of rate to be charged
For a period not exceeding 15 days	10% of the Annual rate
For a period not exceeding 1 month	15% of the Annual rate
For a period not exceeding 2 months	30% of the Annual rate
For a period not exceeding 3 months	40% of the Annual rate
For a period not exceeding 4 months	50% of the Annual rate
For a period not exceeding 5 months	60% of the Annual rate
For a period not exceeding 6 months	70% of the Annual rate
For a period not exceeding 7 months	75% of the Annual rate
For a period not exceeding 8 months	80% of the Annual rate
For a period not exceeding 9 months	85% of the Annual rate
For a period exceeding 9 months	The full Annual rate

In case where there is a claim or the project has begun, irrespective of the policy period, premium paid will be premium earned and no refund of premium shall be allowed

#### 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.**

#### Contact US

In the event of loss due to an insured event the insurance company must be informed immediately.

Our contact details are as follows:

#### 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 Centre - 0120-6234 6234 / 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
- Insurer Website - www.hdfcergo.com
- Courier- Any of Our Branch office or corporate office

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

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

#### The Complaint & Grievance Redressal Cell,

**HDFC ERGO General Insurance Company Limited**

**D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West) Mumbai-400078,**

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,

e-mail: cgo@hdfcergo.com

You may also approach the nearest Insurance Ombudsman for resolution, if - your grievance is not redressed by the Company. The contact details of Ombudsman offices are mentioned in the policy document:

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:

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- 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](http://www.hdfcergo.com)” <https://www.hdfcergo.com/customer-care/grievances.html> for detailed grievance redressal procedure.

**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.
- Any other documents which would be construed as material information to the case.

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
10. KYC documents are compulsory where settlement amount is over 1 lac

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 with in a period of 30 days offer a settlement of the claim to the insured/claimant

### **INSURANCE ACT 1938, SECTION 41 - PROHIBITION OF REBATES**

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 of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any

person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer: provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.

2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

**Disclaimer: THE ABOVE INFORMATION IS FOR DESCRIPTIVE PURPOSE ONLY. PLEASE REFER YOUR POLICY DOCUMENT OR OUR WEBSITE [WWW.HDFCERGO.COM](http://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.**