



**OBJECT INSURANCE
POLICY WORDING**

Insuring Clause	2
Section 1: Definitions	2
Section 2: Details of Coverage	4
2A: Endorsements to Section 2	
Section 3: Exclusions	6
Section 4: Basis of Claims Settlement	7
Section 5: Claims Procedure and Requirement	8
Section 6: General Conditions	9
Section 7: Grievance Redressal	12

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

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

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

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

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

Insuring Clause

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

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

SECTION 1: DEFINITIONS

1. **Accessories** means attachments or consumables provided by original equipment manufacturer along with **Insured Object**
2. **Accident/Accidental** means a sudden, unforeseen and involuntary event caused by external and visible means.
3. **Misplacement** means unintentionally leaving the **Insured Object** at a place whereby **You** are permanently not able to use it or locate it.
4. **Act of God** means Lightning, Earthquake, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood & Inundation.
5. **Agreed Value** means the value agreed at the time of issuance of **policy** by **You** and remains fixed during the **Cover Period**.
6. **Burglary** means an act involving entry into or exit from the **Insured's** place of residence by forcible and violent means or following assault or violence or threat thereof, to the

Insured or any person lawfully present in the **Insured's** residence.

7. **Certificate of Insurance** means the Certificate of coverage details issued to **Insured** under this **Policy**.
8. **Communicable Disease** means any: infectious disease; contagious disease; **communicable disease**; and/or, any infectious, contagious or communicable substance (including (but not limited to) a virus, bacterium, parasite or organism or any mutation of any such things, whether living or not), regardless of the method of transmission (including (but not limited to) whether direct or indirect airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas) that causes, can cause or threatens: damage to human health; damage to human welfare; and/or, damage, deterioration, loss of value, marketability or loss of use to tangible or intangible property. For the avoidance of doubt **Communicable Disease** includes (but is not limited to) corona virus disease 2019 (COVID-19) and any mutation or variation thereof.
9. **Computer Virus** means any computer instruction, information, data or programme that destroys, damages, degrades or adversely affects the performance of a computer resource or attaches itself to another computer resource and operates when a programme, data or instruction is executed or some other event takes place in that computer resource
10. **Cover** means the coverage specified in the policy schedule for your **Insured Object(s)** including optional covers if any.
11. **Cover Period** means the indemnity period of the **Cover** as specified in **Your Policy Schedule / Certificate of Insurance**.
12. **Deductible** means the amount which is to be borne by **You** before any payment of claim made under this **Policy/Certificate of Insurance**. This will apply separately for each and every claim.
13. **Depreciation** means the reduction in the value of the **Insured Object** due to Ageing, Use, Wear & Tear or Obsolescence. The **depreciation %** of **Your** object is specified in **Your Policy Schedule/Certificate of Insurance** and is applicable at the time of Total Loss.
14. **Electrical or Mechanical Breakdown** means the Mechanical, Electrical and/or Electronic Defects and / or Failure of **Insured Object** which impedes its normal functioning.
15. **Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

16. **Floater** means more than one Object(s) are insured for a single sum insured mentioned on Your Policy Schedule/Certificate of Insurance
17. **Family Members** means Insured's Spouse; Children; Parents, Parents in law, You and any other persons who resides with You without paying a commercial rent.
18. **Fire** means an actual ignition. Fire must be accompanied by visible sparks or Flames. Mere heating without ignition scorching, charring and damage by smoke without actual burning is not considered as fire.
19. **Hazardous or Adventure Sports** means any sport or activity involving physical exertion and skill in which an Insured participates or competes for entertainment or as part of his Profession whether he / she is trained or not.
20. **Injury** means Accidental physical bodily harm excluding Illness or disease solely and directly caused by external, visible and evident means which is verified and certified by a Medical Practitioner.
21. **Insured Object** means any physical object specified in Your Policy Schedule/Certificate of Insurance.
22. **Invoice Value** means the original amount paid by the Insured towards the purchase of the Insured Object, which is evidenced by an Invoice and is inclusive of any applicable discounts and taxes.
23. **Liquid Damage** means loss or damage to the Insured Object due to ingressions of any type of liquid or water into the Insured Object that impedes its functioning. Damage due to moisture and/or humidity is not considered as Liquid Damage.
24. **Malicious Damage** means intentionally causing loss or damage to the Insured object by someone who is not a family member, employee of the Insured person or Insured person himself.
25. **Manufacturer's Warranty** means the original warranty provided by the Manufacturer in respect of an object or product.
26. **Market/Replacement Value** means the replacement value of the Insured object by a new object less deduction for any advancement, wear and tear and/or depreciation.
27. **Medically Necessary treatment** means any treatment, test, medication, or stay in Hospital or part of stay in Hospital which
- Is required for the medical management of the illness or Injury suffered by the Insured Person;
 - Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity.
 - Must have been prescribed by a Medical Practitioner.
 - Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
28. **Medical Practitioner** means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license. Medical Practitioner who is sharing the same residence with the Insured Person's and is a member of Insured Person's family are not considered as Medical Practitioner under the scope of this Policy.
- Medical practitioner** for mental illnesses means a medical practitioner possessing a post-graduate degree or diploma in psychiatry awarded by an university recognised by the University Grants Commission established under the University Grants Commission Act, 1956, or awarded or recognised by the National Board of Examinations and included in the First Schedule to the Indian Medical Council Act, 1956, or recognised by the Medical Council of India, constituted under the Indian Medical Council Act, 1956, and includes, in relation to any State, any medical officer who having regard to his knowledge and experience in psychiatry, has been declared by the Government of that State to be a psychiatrist for the purposes of this Act;
- Medical Practitioner** (Definition applicable for Global Cover except in India)
- Means a licensed medical practitioner acting within the scope of his/her license and who holds a degree of a recognized institution and is registered by the Authorized Medical Council of the respective country.
29. **Period of Insurance** means the period between the policy commencement date and policy expiry date as specified in Your Policy Schedule / Certificate of Insurance.
30. **Non Portable Objects** means all electronic and non-electronic objects that are non-portable as specified in Your Policy Schedule/Certificate of Insurance.
31. **Permanent Total Disablement** means that the Insured Person is totally disabled from undertaking all the material duties of his/her usual occupation for which he/she is reasonably fitted by training, education or experience for a continuous period of 365 days and, at the expiration of the 365 days period, it is reasonably certain that such disability will persist throughout the Insured Person's lifetime.
32. **Policy** means the document that provides the details of insurance provided, exclusions and other terms and conditions. It comprises of Policy wording, Policy Schedule and any annexure attached to it, Proposal form and Endorsements.
33. **Policy Schedule** means the document that is part of Your Policy and includes details like Sum Insured, premium amount, Insured Object, Cover Period, Period of Insurance and Specific Terms & Conditions.
34. **Portable Object** means all electronic and non-electronic

objects that are portable as specified in Your **Policy Schedule/Certificate of Insurance**.

35. **Precious Objects** means valuable objects as specified in Your **Policy Schedule/Certificate of Insurance**

36. **Proposer** means Individual/ Entity who has applied for insurance.

37. **Riot, Strike** means loss or damage to the **Insured Object** due to a violent disturbance of the peace by a crowd.

38. **Robbery** means an act of **Theft**, which causes or attempts to cause the **Insured** or a **Family Member**, death or hurt or wrongful restraint, or a fear of instant death or of instant hurt, or of instant wrongful restraint.

39. **Salvage** means the remaining and/or recovered parts of any **Insured Object**, or any value thereof attached to such remaining and/or recovered parts.

40. **Screen** means any front/primary glass or LCD or digitizer component of the **Insured Object** or any other display component.

41. **Sum Insured** means the amount shown in the Policy Schedule against the cover opted for **Insured Object(s)** which is our maximum liability in relation to the **Insured Object(s)** that We shall pay for all the covers put together; for any one claim or in the aggregate for all the claims during the **Cover Period**. With claim payment, sum insured get reduced by the claim amount paid.

42. **Terrorism** means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2019 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

43. **Theft** as defined in Section 378 of Indian Penal Code shall mean whoever, intending to take dishonestly any movable property out of the possession of any person without that person's consent, moves that property in order to such taking, is said to commit **theft**.

44. **You / Your /Insured** means the individual or entity, as the case maybe, who is named in the **Policy Schedule/Certificate of Insurance**.

45. **We /Our/Us/Company** means the HDFC ERGO General Insurance Company Limited.

46. **Wheeled Objects** means objects with wheels that are not mandated for insurance as per Motor Vehicle Act, 1988 and subsequent amendments thereof, as specified in Your **Policy Schedule/Certificate of Insurance**.

SECTION 2: DETAILS OF COVERAGE

I. Screen Damage

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

Specific Exclusions applicable to **Cover I – Screen Damage**

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

Specific Condition applicable to **Cover I – Screen Damage**

- This **Cover** is applicable only for Electrical or Electronic object.

II. Liquid Damage

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

Specific Exclusions applicable to **Cover II – Liquid Damage**

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

III. Accidental Damage

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

Specific Exclusions applicable to **Cover III – Accidental Damage**

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

Specific Conditions applicable to **Cover III – Accidental Damage**

- **Screen Damage** and **Liquid Damage** is included under this **Cover**

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

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

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

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

V. Theft, Burglary or Robbery

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

Specific Exclusions applicable to **Cover V – Theft, Burglary or Robbery**

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

VI. Extended Warranty

This **Cover** is applicable if mentioned in your **Policy Schedule**. In the event of **loss or damage to the Insured Object** arising out of manufacturing defect and/or due to poor workmanship to the extent provided under **Manufacturer's Warranty** supported by an invoice during the **Cover Period**. We will pay **You** upto the **Sum Insured** as specified in **Your Policy Schedule/Certificate of Insurance**. This extension shall commence on the expiry of **Manufacturer's Warranty** period and continue till the **policy** expiry date as mentioned in **your Policy Schedule/Certificate of Insurance**.

2A. Optional Covers:

I. EMI Protect

On payment of additional premium, **We** will pay **You**

Equated Monthly Instalments due on the **Insured Object** if **Insured** sustains **Injury** during **Period of Insurance**, which results in

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

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

Specific Condition applicable to EMI Protect:

We will pay **You**,

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

Specific Exclusions applicable to EMI Protect:

- The abuse or the consequences of the abuse of tobacco, intoxicants or hallucinogenic substances such as drugs and alcohol, including smoking cessation programs and the treatment of nicotine addiction or alcohol addiction programs, any other substance abuse treatment or services, or supplies.
- Any loss suffered by the **Insured** on account of his participation as the driver, co-driver or passenger during motor racing or trial runs or rallies using a motorized vehicle or bicycle
- Any **Insured** Person committing or attempting to commit a breach of law with criminal intent, or intentional self-injury or attempted suicide or suicide.
- From engaging in or participation in or involvement including but not limited to naval, military or air force operation.

II. Terrorism Cover

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

III. Worldwide Coverage

On payment of additional premium, Geographical territory under this **policy** is modified from India to Worldwide

subject to **Insured Object** being accompanied by **Insured Person**. This is subject to the definitions, limitations, exclusions, terms and conditions of this **Policy**.

IV. Lease/Rental Cost Cover

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

Specific condition applicable to Lease/Rental Cost **Cover**:

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

V. Transit Cover

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

Specific Exclusions applicable to Transit **Cover**:

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

Specific Condition applicable to Transit Cover:

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

VI. Return to Invoice Cover

On payment of additional premium, coverage opted by **You** under section 2 is extended to cover the difference between claim amount receivable under this **Policy** and **invoice value of Insured Object** if the object is a **total loss** or is beyond economic repair.

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

VII. Reinstatement of Sum Insured

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

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

VIII. Number of Claims per year

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

IX. Waiver of Exclusion

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

SECTION 3 (A): SPECIFIC EXCLUSIONS

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

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

SECTION 3 (B): GENERAL EXCLUSIONS

Exclusions specific to the policy which cannot be waived

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

1. Any liability covered under any other underlying insurance **policy** which is primary in nature.
2. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, insects, vermin, pets, animals, moth, fungus, pests rodents,

- insects or mildew, corrosion, rust, atmospheric or climatic conditions or any other gradually operating causes.
3. Any loss or damage occurred prior to inception of the **Policy**.
 4. Cracking, scratching, denting chipping or breakage or any other aesthetic defects not affecting the operation or function of the **Insured Object**.
 5. Faulty material, faulty workmanship or latent defect.
 6. Any loss or damage for which the manufacturer or seller of the **Insured Object** or any other third party is responsible either by law or under contract.
 7. Loss of **Insured Object** from safe, following use of the key or any duplicate thereof or access code to the safe belonging to the **Insured**, unless this has been obtained by threat or by violence.
 8. Loss or damage to diamonds, precious or semi-precious stones (unless embedded in / affixed to and forming part of any piece of ornament / specific object of jewellery, the value of which as mentioned in the **Policy Schedule/Certificate of Insurance** is inclusive of the value of diamonds, precious or semi-precious stones), money, metals, bullion, furs, medals, numismatic property, rare books, curios or works of art, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travel tickets or traveller's cheque, business books or documents, plans, designs, blue prints, cards evidencing affiliation / membership with any third party programme or club.
 9. Any stain damage to paintings, clothing, furniture and home furnishing items.
 10. **Theft** from any car, except car of fully enclosed type having at the time all the doors, windows and other openings securely locked.
 11. Any loss or damage whether direct or indirect arising from war, war like operations, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraints and detainment by the order of any Government or any other authority.
 12. Any loss or damage arising through delay, detention or confiscation by customs, police or other public authorities.
 13. Any repairs performed outside India.
 14. Any loss or damage resulting from a failure to follow the manufacturer's instructions.
 15. Any loss or damage to electrical or electronic Objects in relation to power outages, surges or dips, or any improper voltage or current supplied.
 16. Any loss, destruction, damage or legal liability, caused by nuclear weapons and material, by ionising radiations or radioactive contamination from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.
 17. Consequential loss or legal liability of any kind.
 18. Any recalls or modifications to the **Insured Object**.
 19. Any loss or damage arising from incorrect installation, modification or maintenance.
 20. Any loss or damage incurred if no fault or defect is found with the **Insured Object**.
 21. Any loss or damage arising from inability to use the **Insured Object**.
 22. Any loss or damage caused before or during any delivery of the **Insured Object**.
 23. Any enhancements, alterations, additions and/or improvements made during the course of any replacement or repair.
 24. **Accidents** due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
 25. Any loss, damage **Injury** sustained whilst or as a result of participation **Hazardous or Adventure sports**.
 26. Any loss or damage to **Insured Object** whilst in the custody of any person other than **You, Your Family or Your employee**.
 27. Loss or Damage to **Insured Object** due to use of unauthorized charger, accessories in violation to manufacturer's guidelines.
 28. Loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom.
 29. Any Object being used for the purpose other than it is intended to or its overuse beyond its capacity.
 30. Where the **Insured Object** is subject to commercial, rental or profit generation purposes, unless specifically declared to Us and/or agreed by Us.

SECTION 4: BASIS OF CLAIMS SETTLEMENT & ASSESSMENT OF CLAIMS

Basis of Indemnity

a. Total Loss / Beyond Economic Repair:

In the event of Beyond Economic Repair or loss due to **Theft, Burglary or Robbery**, we will indemnify on one of the following basis, whichever is of lower value:

1. **Sum Insured** minus applicable **depreciation/deductible/salvage** value if applicable as mentioned in **Your Policy Schedule/Certificate of Insurance**.
2. Replace **Your Insured Object** with another **Object** of similar make/model/specification/age.

Beyond Economic Repair: Insured Object will be deemed Beyond Economic Repair when the aggregate cost of retrieval and / or repair exceeds 80% of the **Sum insured of Insured Object / current Market Value of the Insured Object** or any such amount as specified in the **policy schedule**; whichever is lower.

Once a claim is settled as **Total Loss / Beyond Economic Repair** for an **Insured Object**:

- a) **In a Single Object Policy:** Your **Policy Schedule/Certificate** will seize to exist and it will be cancelled without refund.

- b) **In Multiple Object Policy:**

Non Floater Policy: Your **Cover** will seize to exist for that **Insured Object** and will continue for other **Insured objects** under the policy.

Floater Policy:

Your **Cover** will seize to exist for that **Insured Object** and will continue for the other **Insured objects** for the available balance sum insured under the policy for the rest of the **Cover Period**.

ii) **Partial Loss**

In the event of partial loss of or damage to **Insured Object**, we at Our own discretion will indemnify on one of the following basis:

1. Cashless repair of the **Insured Object** by any Service Centres authorised by Us.
2. Reimbursement of the reasonable costs necessarily incurred in repairing the damaged **Insured Object** to its condition immediately prior to the event, at any Service Centre and as assessed by Us.
3. **Sum Insured** minus applicable **deductible/salvage** value if applicable as mentioned in **Your Policy Schedule/Certificate of Insurance**.
4. Replace **Your Insured Object**/Part of the **Insured Object** with another one of similar make/model/specification/age.

Further, all settlements made under the **Policy** shall be subject to the following specific conditions, where applicable to the settlement options opted for:

- **Obsolescence:** If a necessary part or component is no longer manufactured, has become obsolete or is not available for the repair of the damaged **Insured Object**, we will reimburse a reasonable cost of repair for such part or component and return such **Insured Object**. In such cases, we may also replace the **Insured Object** with object of similar make/model/specification/age, in Our sole and absolute discretion.

intimate Us in writing to the nearest office of the **Company**, on Our email ID: care@hdfcergo.com or contact number: 022-6234 6234.

- b) The **Insured** shall deliver to the **Company**, within 15 days of the date on which the event shall have come to his knowledge, a detailed intimation of the loss or damage, with an estimate of the intrinsic value of the Object lost and the amount of damage sustained, respectively.
- c) Lodge a complaint/FIR with the police regarding this incident, where the claim is made under **Theft, Robbery or Burglary**.
- d) Take all steps within his/her power to minimize the extent of loss or damage, and not do anything or tamper the affected **Insured Object** in such a manner which would in any way increase the extent of the loss or further diminish the value.
- e) The **Insured** shall tender to the **Company** all reasonable information, evidence, assistance and proofs in connection with any claim hereunder.
- f) Not make any admission or commit to payment of any expenses or liability to any third party without obtaining Our written consent;
- g) Provide Us with all necessary information and documentation in respect of the claim within 30 days of Us requesting for the same. If all essential information and documentation is not received by Us within such period of time, then We will condone such delay on merits only where the delay has been proved to be for reasons beyond the claimant's control. For ease of reference, such necessary information and documentation shall include, but not be limited to Our duly completed and signed claim form, and the below:

Name of the Cover	Documents Required
All Covers	<ul style="list-style-type: none">Duly filled and signed Claim FormOriginal Policy Document (Wherever applicable)Insured Person's own Indian bank cancelled cheque copy and bank details in attached format
Covers other than EMI Protect	<ul style="list-style-type: none">Invoice of the Insured Object(s)/Proof of ownership, care or custody (Wherever applicable)Pre and Post event Photograph and/or Video Recording, if takenOriginal Repair /Replacement Bills with receipt

SECTION 5: CLAIMS PROCEDURE & REQUIREMENT

Upon the happening of any event giving rise or likely to give rise to a claim under this **Policy**:

- a) Intimate us as soon as reasonably possible, but in any event within 7 days from the date of the incident. You can

Name of the Cover	Documents Required
	<ul style="list-style-type: none"> • Manufacturer Warranty Certificate (if not submitted during the issuance of policy wherever necessary) • Proof of non-settlement of defects/breakdown by the OEM (optional) • FIR or Police Complaint Report (in case of Theft, Burglary or Robbery or Accidental Loss)
Transit Cover	<ul style="list-style-type: none"> • Transit invoice from registered carrier/transit service provider
EMI Protect	<p>Proof of Permanent Disablement</p> <ul style="list-style-type: none"> • Medical Practitioner's Report • Medico Legal Certificate, if applicable • Investigation Reports like Laboratory test, X-rays and reports essential of confirmation of the Injury; • Disability certificate from a government certified Medical Practitioner or government Hospital confirming the extent and nature of disability; • Discharge summary from the Hospital Medical reports, case histories, investigation reports, treatment papers as applicable. • Letter from treating Medical Practitioner mentioning the reason and date for disablement and confirming the disablement. • MLC/FIR copy/ certificate regarding abuse of Alcohol/ intoxicating agent if applicable <p>Accidental Hospitalization-</p> • Consultation note or Emergency Room's Medical Practitioner medical report. • Relevant treatment papers or Discharge Summary. • Copy of the passport showing the date of entry and exit related to journey (to & fro) from India.

Name of the Cover	Documents Required
	<ul style="list-style-type: none"> • MLC/FIR copy/ certificate regarding abuse of Alcohol/ intoxicating agent if applicable • All relevant Original Invoices for the expenses incurred.

*We may ask for any other details (if required) which is not mentioned here but is necessitated for settlement of claim on case to case basis.

SECTION 6: GENERAL CONDITIONS

Policy is applicable for the Objects that are manufactured in India or is legally imported in India and sold through Official Channels supported by an Invoice & **Manufacturer's Warranty**, wherever applicable.

1. **Single Article Limit:** In a **Floater Policy**, the **Company's** liability in respect of each article or pairs or articles shall not exceed the amount or % of **Sum Insured** as specified in **Your Policy Schedule/Certificate of Insurance**
2. **Notice:** Every notice and communication to the **Company** required by this **Policy** shall be intimated to the office of the **Company** through which this **Policy** is obtained.
3. **Duty of Disclosure:** This **Policy** shall be void and all premium paid hereon shall be forfeited to the **Company** and no benefit will be payable in the event of misrepresentation, mis-description or non-disclosure of any material fact in the proposal form, personal statement, declaration and connected documents
4. **Reasonable care:** The **Insured** shall take all reasonable steps to safeguard the **Insured Object**, against any covered **Insured Event** that may give raise to a claim under the **Policy**.
The **Insured** shall at his own expense take all reasonable precautions and comply with all reasonable recommendations provided by **Us** to prevent loss, damage or liability and comply with statutory requirements and the manufacturer's or seller's recommendations on operation and maintenance of **Insured Object**
5. **Fraud:** If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the **Insured** or anyone acting on his/her behalf to obtain any benefit under this **Policy**, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this **Policy** shall be forfeited.
6. **Contribution:** If at the time of any loss or damage, there is some other insurance **policy**, apart from this one, insuring the same **Insured Object**, the **Company** shall not be liable for more than the rateable proportion of such loss or damage.

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.

- 7. Subrogation:** The **insured** and any claimant under the **Policy** shall at the expense of the **Company** do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **Company** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from parties to which the **Company** shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this **Policy** whether such acts and things shall be or become necessary or required before or after the **Insured's** indemnification by the **Company**.

8. Cancellation:

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.

In case of No claim: The Company shall refund proportionate premium for the unexpired policy period.

In case of claim: No refund shall be made for the year in which claim is made. The Company shall refund proportionate premium for the unexpired policy years.

- 9. Observance of terms and conditions:** This **Policy** requires fulfilment of the terms and conditions of this **Policy** and payment of premium. This is a precondition to any liability under the **Policy**.

- 10. Renewal Notice:** We shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. We reserve the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk.

- 11. Our Rights on occurrence of loss or damage:** On the occurrence of any loss or damage have given rise to a claim under this **Policy**, or circumstances that may give rise to a claim, **We** or **Our** authorized representatives or surveyors may:

- take possession of or require to be delivered to **Us** the **Insured Object**, to which the loss or damage has been caused;
- keep possession of any such **Insured Object** and examine, sort, arrange, remove or otherwise deal with the same; and,
- sell any such **Insured Object** or dispose of the same for account of whom it may concern.

- 12. Sanction and Embargo Clause:** No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

13. Electronic Data Processing Media Valuation:

Notwithstanding any provision to the contrary within the **Policy** or any endorsement thereto, it is understood and agreed as follows:

Should **electronic data** processing media **insured** by this **Policy** suffer physical loss or damage **insured** by this **Policy**, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **Electronic Data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this **Policy** does not insure any amount pertaining to the value of such **Electronic Data** to the Assured or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled.

- 14. Transfer:** This **policy** is not transferable to another person/entity in case ownership in the Object is transferred during the **Period of Insurance** except legal heir in case of death of primary **insured**/customer.

- 15. Geography & Currency:** This **Policy** applies to events or occurrences taking place in geographical territory as mentioned in **Your Policy Schedule/Certificate of Insurance**. All payments under this **Policy** will be made in Indian Rupees only.

- 16. Governing Law & Dispute Resolution:** Any and all disputes or differences under or in relation to this **Policy** will be determined by the Indian Courts and subject to Indian law.

- 17. Electronic Transactions:** You agree to comply with all the terms and conditions of electronic transactions as **We** shall prescribe from time to time, and confirm that all transactions effected facilities for conducting remote transactions such as the Internet, World Wide Web, **electronic data** interchange, call centers, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, in respect of this **Policy** and claim related details, shall constitute legally binding when done in compliance with **Our** terms for such facilities.

- 18. Communicable Disease Exclusion Clause:** Notwithstanding any other provision, clause or term of this **policy** to the contrary, this **policy** does not cover any claim, loss, liability, damage, cost or expense of any kind relating to, whether directly or indirectly and/or in whole

or in part, a **Communicable Disease** and/or any fear or threat thereof (whether actual or perceived).

For avoidance of doubt: (1) no other prior, concurrent or subsequent provision, clause, term or exception of this **policy** (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this **policy**; (2) any change in the law clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or, (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this **policy** that would otherwise be excluded through the exclusion set forth in this clause.

If the Insurer alleges that by reason of this clause, any amount is not covered by this **policy**, the burden of proving the contrary shall rest in the **Insured**. N.M.A. 2915

'relating to' means: relating to; in connection with; arising under; arising out of; as a result of; as a consequence of; attributable to; contributed to by; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

19. Cyber Loss exclusion clause: Means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- a) the use or operation of any Computer System or Computer Network;
- b) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- c) access to, processing, transmission, storage or use of any Data;
- d) inability to access, process, transmit, store or use any Data;
- e) any threat of or any hoax relating to 3.6 (a) to 3.6 (d) above;
- f) any error or omission or **Accident** in respect of any Computer System, Computer Network or Data.

GRIEVANCE REDRESSAL

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

- Call Centre - 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) Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

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

The Complaint & Grievance Cell,
HDFC ERGO General Insurance Company Ltd.
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 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 of your grievance. The contact details of Ombudsman offices are mentioned below if your grievance pertains to:

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

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, 1st 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 viz Gurugram, Faridabad, Sonipat 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).
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 viz Gurugram, Faridabad, Sonipat and Bahadurgarh)

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
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, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Amedekarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorakhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
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.

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
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 Uttarakhand 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.