

PORTABLE ELECTRONIC EQUIPMENT INSURANCE POLICY

WHEREAS the insured named in the schedule hereto had made to HDFC ERGO General Insurance Company Limited. (hereinafter called The Company) a written proposal by completing a proposal form which together with any other statements made in writing by the Insured for the purpose of this policy, is deemed to be incorporated hereto.

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to and in consideration of the Insured having paid to the Company, the premium mentioned in the schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

This Policy shall apply to the Insured Property identified in the Schedule whether at work or at rest or whilst being used by the officials of the Insured on journey to places by train or road or air or over water anywhere within the territorial limits mentioned in the Schedule for the purpose of business or profession.

The liability of the company for any one item of the Insured property shall not exceed in aggregate in any one period of Insurance the sum insured set against such items in the attached schedule(s) unless the sum insured under such item is reinstated after occurrence of a claim for balance period.

SCOPE OF COVER

The company hereby agrees with the Insured (subject to the exclusions and conditions contained herein or endorsed hereon) that if at any time during the period of insurance stated in the schedule or during any subsequent period for which the Insured pays and the company may accept the premium for the renewal of this policy, the Insured property or any part thereof entered in the schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at the company's sole option) upto an amount not exceeding in any one year of insurance in respect of each of the items of the Insured property specified in the schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the schedule as insured hereby.

EXCLUSIONS

The company will not indemnify the insured in respect of loss, damage or liability attributable directly or indirectly to-

1. Acts of Terrorism. Loss or damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to such action taken in respect of any act of terrorism shall also be excluded, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage, cost or expenses of whatsoever nature is not directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to such action taken in respect of any act of terrorism.

An act of terrorism means an act, including but not limited to the use of force or violence and/ or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/ or to put the public, or any section of the public in fear.

In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

2. War, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detention by order of any governments or any other authority, unless it is proved by the Insured to the satisfaction of the company that such loss or damage or contingency or cost or expenses of whatsoever nature are not directly or indirectly caused by, resulting from or in connection with any war, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detention by order of any governments or any other authority.

In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3. Ionising radiation or contamination by radioactivity from any source whatsoever.
4. Nuclear weapons material.

5. Willful act or willful negligence of the insured or his representative.
6. Cessation of insured's work whether total or partial on account of loss or damage to insured property.
7. Internal misalignment of the insured property not accompanied by damage otherwise covered by this policy.
8. Loss of or damage to the Insured property covered under the terms of maintenance agreement.

In any action, suit or other proceedings relating to by exclusions (a) to (h) above, unless the Insured proves to the satisfaction of the company that any loss, destruction, damage or liability is not covered by the said exclusions, they shall be deemed to be so covered.

9. The deductible excess stated in the schedule to be borne by the Insured in any one occurrence; if more than one item of Insured property is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single deductible excess applicable to such items of Insured property;
10. Loss or damage caused by any faults or defects existing at the time of commencement of this policy of insurance within the knowledge of the Insured or his representatives, irrespective of whether such faults or defects were known to the Company or not;
11. Loss or damage as a direct consequence of a gradually operating cause such as wear and tear, aging, cavitation, erosion, corrosion, incrustation etc. or gradual deterioration due to atmospheric conditions;
12. Any costs incurred in connection with the elimination of functional failures in the insured property unless such failures were caused by an indemnifiable loss of or damage to the Insured property;
13. Any costs incurred in connection with the maintenance of the Insured property, such exclusion also applying to parts exchanged in the course of such maintenance operations;
14. Loss or damage for which the manufacturer or supplier of the Insured property is responsible either by law or under contract;
15. Loss of or damage to rented or hired equipment for which the owner of such equipment is responsible either by law or under a lease and/ or maintenance agreement;
16. Consequential loss or liability of any kind or description;
17. Loss of or damage to hard disk and read-write head whilst in transit except when caused to the whole computer by an insured peril.
18. Loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
19. Aesthetic defects, such as scratches on painted polished or enamelled surfaces.

In respect of the parts mentioned under 18) and 19) above the company shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss or damage to the insured items.
20. Any unexplained disappearance of the Insured property.

PROVISIONS:

1. SUM INSURED

It is a requirement of this insurance that the sum insured shall be equal to the cost of replacement of the Insured Property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties, if any, and erection costs.

The Sum Insured of the Insured Property under this section shall include the value of 'System Software'.

2. BASIS OF INDEMNITY

- a. In cases where damage to the Insured property can be repaired the company will pay expenses necessarily incurred to restore the damaged Insured property to its former state of serviceability plus the cost of dismantling incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop, customs duties and dues if any, to the extent such expenses have been included in the sum insured. If the repairs are executed at a workshop owned by the Insured, the company will

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pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage of such cost and wages to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the Insured property immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

- b. In cases where the Insured property is destroyed, the company will pay the actual value of the Insured property immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The company will also pay any normal charges for the dismantling of the Insured property destroyed, but the salvage will be taken into account.

Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this Insurance only if especially agreed to in writing.

In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available, the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

The cost of any alterations, improvements or overhauls shall not be recoverable under this policy.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

- c. In cases where the Insured Property is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged Insured Property with a model of similar type, structure, configuration and quality will be reimbursed.

If the sum insured is less than the amount required to be insured as per Provision 1 hereinabove, the company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item of the Insured property if more than one shall be subject to this condition separately.

The company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged Insured property for reasons beyond their control. In such cases claims can be settled by deducting proper depreciation from the replacement value of the item or the sum insured, whichever is lower.

MAINTENANCE AGREEMENT WARRANTY

It is warranted that the maintenance agreement in force at the inception of this policy shall be maintained by the Insured during the currency of this policy and no variation in the terms of the maintenance agreement shall be made without the written consent of the company being obtained.

For the purpose of this warranty the word 'Maintenance' shall mean the following –

- Safety checks,
- Preventive maintenance
- Rectification of loss or damage or faults arising from normal operation as well as from ageing.

Provided that this warranty regarding the maintaining of the maintenance agreement by the Insured during the currency of this policy shall not apply if the additional premium as required by the company is paid by the Insured for deletion of this warranty.

CONDITIONS

It is a condition of this policy, that all portable equipment covered hereby –

- Shall always be in the custody and control of a designated permanent employee of the Insured and kept in locked cupboards, cabinets, safe deposit vaults if circumstances warrant it to be left unattended.
- Shall never be left unattended inside an unlocked motor vehicle, aircraft or any other type of enclosed conveyance which can be securely locked.

- Shall be carried as hand-baggage when travelling by aircraft, but if and when not allowed as hand-baggage, should be specifically declared to the airline as "valuable cargo".
- The due observance and fulfilment of the terms of this policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the company.
- The schedule shall be deemed to be incorporated in and form part of this policy and expression "this policy" wherever used in this contract shall be read as including the schedule. Any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule shall bear such meaning wherever it may appear.
- The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the company to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.
- Representatives of the company shall at any reasonable time have the right to inspect and examine the risk and the Insured property and the Insured shall provide the representatives of the company with all details and information necessary for the assessment of the risk and fully co-operate with the representatives of the company.
- The Insured shall immediately notify the company by facsimile and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured property and the scope of cover and/or premium shall, if necessary, be adjusted after due assessment of such change, by the company.
- No material alteration shall be made or admitted by the Insured to the Insured property whereby the risk is increased unless the same is intimated to the company in writing and the continuance of the insurance be confirmed in writing by the company.

DUTIES FOLLOWING AN ACCIDENT

In the event of any occurrence which might give rise to a claim under this policy, the Insured shall –

- Immediately notify the company by telephone or facsimile as well as in writing at the Company's corporate office giving an indication as to the nature and extent of loss or damage;
- Take all steps within his power to minimise the extent of the loss or damage;
- Preserve the parts affected and make them available for inspection by a representative or surveyor appointed by the company;
- Furnish all such information and documentary evidence as the company may require;
- Inform the police authorities in case of loss or damage due to theft.

The company shall not in any case be liable for loss, damage or liability of which no notice has been received by the company within 14 days of its occurrence.

The liability of the company under this policy in respect of any Insured property sustaining damage shall cease if said Insured property is kept in operation after a claim without being repaired in the satisfaction of the company or if temporary repairs are carried out without the company's consent.

RECOURSE

The Insured 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 required by the company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this policy) 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.

ARBITRATION

If any difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of two disinterested persons as arbitrators, who shall together proceed to appoint an umpire. The two arbitrators respectively shall be appointed in writing by the Company and the Insured within 30 days after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and for the time being in force.

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In case either the company or the Insured refuses or fails to appoint an arbitrator within 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator.

It is expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage shall be first obtained.

The venue of the arbitration proceedings shall be at the corporate office of the company.

FRAUDULENT CLAIMS

If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this policy, all benefits and rights under the policy shall be forfeited.

OTHER INSURANCES

If at the time any claim arises under this policy there be any other insurance covering the same loss, damage or liability the company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.

NOTICE

Every notice and communication to the company required by this policy shall be in writing and be addressed to the corporate office of the company.

DUTY OF DISCLOSURE

This policy shall be void and all premium paid hereon shall be forfeited to the company in the event of misrepresentation, misdescription or nondisclosure of any material fact by the Insured, at the sole discretion of the company.

REASONABLE CARE

The Insured shall take all reasonable steps to safeguard the insured property against accident, loss or damage and minimise any claim arising out of an insured peril. The insured shall also take all steps within their control to avert occurrence of the insured perils and, following the occurrence of an insured peril, to protect the Insured property from further damage or loss. If the insured or any person on his behalf does not comply with the requirements of the company for the purposes as stipulated herein or hinders or obstructs the company in the exercise of its powers hereunder, all benefits under the policy may be forfeited at the sole discretion of the company.

MISREPRESENTATION / FRAUD

The Insured shall take due care to describe the Insured property. In the event of any misrepresentation or non disclosure of material fact or adoption of fraudulent means to obtain any benefit, the policy shall be void without any refund of premium at the sole discretion of the company.

BURDEN OF PROOF

In any action, suit or other proceedings where the company alleges that by reason of the 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.

TERMINATION OF INSURANCE

The company may at any time, cancel this policy, by giving seven days notices in writing by Registered a/d. to the insured at his last known address in which case the company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance.

The insured may also give seven days notice in writing, to the company, for the cancellation of this policy, in which case company shall retain premium for the period this policy has been in force at the company's short period scales (Table given herebelow), provided no claim has occurred up to the date of cancellation of this policy.

Table of Short Period Scales	
Policy Period Required	% of Annual Rate
Not exceeding 1 week	10 % of Annual Rate
Not exceeding 1 month	25 % of Annual Rate
Not exceeding 2 months	35 % of Annual Rate
Not exceeding 3 months	50 % of Annual Rate
Not exceeding 4 months	60 % of Annual Rate
Not exceeding 6 months	75 % of Annual Rate
Not exceeding 8 months	85 % of Annual Rate
Exceeding 8 months	Full Annual Rate

OBSERVANCE OF TERMS AND CONDITIONS

The due observance and fulfillment of the terms, conditions and endorsement of this policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the Company to make any payment under this policy.

The Insured agrees not to transfer its interest in this policy unless the company consents to the transfer in writing.

In no case whatsoever shall the company be liable for any loss or damage after the expiry of 12 months of the happening of loss or damage unless the claim is the subject matter of pending legal action or arbitration. It is hereby expressly agreed and declared that if the company disclaims liability to the Insured for any claim hereunder mentioned, and such claim is not, within 12 calendar months from the date of such disclaimer, made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

No sum payable under this policy shall carry any interest or penalty.

Where proposal forms are not received, information obtained from the insured whether orally or otherwise is captured in the cover note, if issued, and / or in the policy document. The insured shall point out to the company, discrepancies, if any, in the information contained in the policy document within 15 days from policy issue date after which information contained in the policy shall be deemed to have been accepted as correct.

GOVERNING LAW & JURISDICTION

This policy shall be governed by the laws of India and the courts in Mumbai alone shall have jurisdiction in respect of any dispute arising hereunder.

RENEWAL NOTICE

The company shall not be bound to accept renewal of this policy or give notice that such is due.

INSURANCE OMBUDSMAN

Any person who has a grievance against the company, may himself or through his legal heirs make a complaint in writing to the insurance ombudsman in accordance with the procedure contained in the redressal of public grievance rules, 1998 (ombudsman rules). Proviso to rule 16(2) of the ombudsman rules however, limits compensation that may be awarded by the ombudsman, to the lower of compensation necessary to cover the loss suffered by the insured as a direct consequence of the insured peril or Rs.20 lakhs Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said rules shall be made available by the company upon prior written request by the Insured

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 (Toll free helpline)
 - 1800 2 700 700 (accessible from any Mobile and Landline within India)
 - 1800 226 226 (accessible from any MTNL and BSNL Lines)
- Email: grievance@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website: www.hdfcergo.com
- Fax : 022 - 66383699
- 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.
6th Floor, Leela Business Park,
Andheri Kurla Road,
Andheri, Mumbai – 400059

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

HDFC ERGO General Insurance Company Limited

Policy Wording



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To the Principal Grievance Officer
HDFC ERGO General Insurance Company Limited
6th Floor, Leela Business Park.
Andheri Kurla Road,
Andheri (E), Mumbai – 400059
E-mail: principalgrievanceofficer@hdfcergo.com

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

Ombudsman Offices	
Jurisdiction	Office Address
Delhi, Rajasthan	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002
West Bengal, Bihar	29, N. S. Road, 3rd Fl., North British Bldg. KOLKATA -700 001
Maharashtra	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, 4th Flr., 453(old 312), Anna Salai, Teynampet, CHENNAI -600 018
Andhra Pradesh	6-2-46, 1st Floor, Moin Court, Lane Opp. Saleem Function Palace A. C. Guards, Lakdi-ka-pool, HYDERABAD - 500 004.
Gujarat	2nd Flr., Ambica House, Nr. C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014
Kerala, Karnataka	2nd Flr., CC 27/ 2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM – 682 015
North-Eastern States	Aquarius, Bhaskar Nagar, R.G. Baruah Rd. GUWAHATI - 781 021
Uttar Pradesh	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001
Madhya Pradesh	1st Floor, 117, Zone-II, (Above D. M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017
Orissa	62, Forest Park, BHUBANESWAR - 751 009

STATUTORY NOTICE: "INSURANCE IS THE SUBJECT MATTER OF SOLICITATION".