

ART INSURANCE

WHEREAS the Insured named in the Schedule hereto has made to HDFC ERGO GENERAL INSURANCE COMPANY LIMITED (hereinafter called 'Company') a written proposal by completing questionnaire, which together with any other statement made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein.

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

Definitions:

1. Works of Art

The art, antiques and other property belonging to Insured, or for which Insured have a legal responsibility, as specified in the Schedule

2. Fair Market Value

The value of the item in the current market involving an arms-length sale between a willing buyer and a willing seller

3. Agreed Values

These are the values agreed between Insured and the Company for the purposes of this Policy only. They do not reflect the Company's view of what Insured may attain when selling the item.

4. Interest

A rate permitted by law which would have been generated on the money

5. Selling Price

The minimum price that Insured will accept for the sale of an item of Stock from a purchaser, net of Value Added Tax or any other recoverable tax or duty.

6. In transit on "wall to wall" basis

For the purposes of this insurance, property in transit shall be considered covered on a "wall to wall" basis, meaning from the time the property is removed from its normal repository until returned thereto or to another point so designated by the owner or their agent including packing and unpacking, including but not limited to while in the possession of freight forwarders, packers, auction houses, storage locations, customs clearing houses, or other bailees.

(Property of others loaned, leased, rented, or consigned, or otherwise made available to the Insured shall be covered on a "wall to wall" basis).

7. Market Value

The highest estimated price that a buyer would pay and a seller would accept for an item in an open and competitive market.



Geographical Limit

This Policy covers all Insured property whilst in transit on "wall to wall" basis and/or whilst on premises on display and/or storage 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)

Coverage

This insurance shall indemnify the Insured against All Risks of Physical Loss of or Damage from any cause occurring during the Period of Insurance except as hereinafter excluded.

Property Insured

Works of art (including frames) and other personal property of any kind and description belonging to the Insured or to others, including but not limited to:

1. Property for which the Insured may be liable or held to be liable or assumed the risk of loss or damage whether or not such property is in the care, custody or control of the Insured.
2. Similar property owned by the Insured.
3. Property held by the Insured in trust, on consignment, on commission, on lease or as collateral.
4. Property of others sent to the Insured which for any reason is not acceptable for sale but which the Insured agrees or is legally obligated to insure or assume the risk of loss or damage.
5. Property of others deposited with the Insured or which the Insured has deposited with others, including agents and independent contractors while the property is being inspected, handled, photographed, valued or otherwise for any purpose whatsoever subject to limit specified in schedule.
6. Property in the custody of directors and/or employees, independent contractors or agents of the Insured at any location or while in transit or while being inspected, photographed, valued or otherwise for any purpose in connection with the Insured's business subject to limit specified in schedule

Exclusions

This Policy does not cover:

1. Excess, as stated in the Policy Schedule for each and every loss.
2. Loss or damage caused by wear and tear, gradual deterioration, inherent vice/ defect, rust or oxidation, moth or vermin, warping or shrinkage.
3. Mechanical or electrical faults or breakdown.

HDFC ERGO General Insurance Company Limited



4. Loss or damage caused by or resulting from repairing, restoring, retouching, or any similar process
5. Loss or damage caused by or resulting from aridity, humidity, exposure to light or extremes of temperature, unless such loss or damage is caused by storm, frost or fire.
6. Loss from or damage in or on unattended vehicles
7. Loss or damage caused by or resulting from willful act, theft or dishonesty committed by or in collusion with any principal, shareholder (beneficial or otherwise), partner, director or other officer or any employee of the Insured, or any person to whom Insured property is entrusted or loaned.
8. Loss or shortage discovered while taking inventory.
9. Loss of or damage to property unless it is entered in the Insured's stock records. (Not applicable to Individual and Corporate Collectors)
10. Loss or damage at any Exhibition, unless specifically notified to and agreed by the company in advance.
11. Consequential loss of any kind.
12. Mysterious disappearance or unexplained loss.
13. Loss, damage, costs or expenses arising directly or indirectly from biological or chemical contamination caused by or resulting from an act of terrorism. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent.
14. Loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
15. Loss, damage or liability directly or indirectly caused by war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
16. Loss or damage caused by or resulting from your property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority.

Basis of valuation

A Fair Market Value for each item.

Basis of Claim Settlement

- A. **If an item is partly damaged** - Insured may decide whether company should repair, replace or pay the value of the damaged item. If Insured opted for repair, company will also pay for any loss in value. The most company will pay in total is the value of that item specified in the Schedule.



HDFC ERGO General Insurance Company Limited



- B. **If an item is lost or destroyed** - Company will pay the value of that item as specified in the Schedule subject to below:
- I. For items which belong to the Insured, the basis specified in the Schedule;
 - II. For items sold but not delivered to the purchasers, the **selling price**
 - III. For items bought on behalf of the Insured's client, the purchase price plus any fee or commission pre-agreed and made in writing;
 - IV. For items in the care, custody or control of the Insured which belong to third parties, the lesser of the **Market Value** immediately prior to the loss and the Insured's legal liability to the third party;

Under any circumstances company's liability will not exceed the sum specified against each item specified in the schedule.

C. Pairs and sets Clause:

If any item which has an increased value because it forms part of a pair or set is lost or damaged, any payment company make will take account of the increased value. Insured may decide if company pays the value of the entire pair or set. The most company will pay is the value of that pair or set.

D. Full payment Clause:

If company pay the full amount Insured for an item, pair or set, company will then own it and have the right to take possession of it.

E. Loss buy-back Clause (Recovered property):

If the Company recovers any of Insured property after a loss, the Company will write to Insured at their correspondence address shown in the schedule and Insured can buy it back from the Company within 60 days. The Company will charge:

- I. The amount paid by the Company for claim plus **interest**; or
- II. The **Fair Market Value** of the item at the time the Company recover it; whichever is less.

CONDITIONS

Anything to be done or complied with by the Insured shall be a condition precedent to the Insurer's liability.

1. **Stock records**

The Insured must keep and maintain stock and account records in which details of all purchases, sales, property bought on behalf of the Insured's client and other property entrusted to the Insured are recorded. These records must be available for inspection by the Insurer or their representatives in the event of a claim. Property not recorded in these records is not covered under this insurance.

Note: Not applicable to Individual and Corporate Collectors.



2. Due diligence

The Insured must take all reasonable care and measures to protect the Insured property and to maintain it in a good and proper condition.

3. Packing and securing of property in storage or transit clause

It is warranted that the Insured will ensure that the property, the subject-matter of this Policy, will be packed, stored and transported in such manner as to withstand the normal hazards associated with such storage or transit.

4. Protections maintenance clause

The Insured must ensure that all physical protections notified to the Insurer are engaged whenever the named location(s) are left unattended.

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

5. Keys clause

The Insured must ensure that all keys to all safes, strong rooms, alarms and final exit doors are removed from unattended named location(s).

6. No benefit to bailee

This insurance shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

7. Notice and Proof of loss

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

In the event of loss or damage to the Insured property, the Insured must give the Insurer such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim. If required by the Insurer, the Insured must submit to examination under oath by any person designated by the Insurer.

In the event of loss or damage to Insured property involving any crime lodge forthwith a complaint with the Police.

8. Subrogation

The Insured shall, at the expense of the Company, do 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 other than those Insured under the Policy to which the Company shall be or would become entitled 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.

The Company hereby agrees to waive rights of subrogation against the Insured and the respective directors, officers, agents, representatives and employees of the Insured except when such rights may be acquired in consequence of any fraud, fraudulent misrepresentation, non-disclosure or breach of condition or warranty by the Insured, the Company having already made full settlement and payment of any claim hereunder.

9. Fraud

The Company shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by Insured or by any person on behalf of the Insured and/ or if the insurance has been continued in consequences of any material mis-statement or the non-disclosure of any material information by or on behalf of the Insured.

10. Cancellation

This insurance may be cancelled at any time by the Insured in writing to the Insurer, who will then be entitled to retain the prorata portion plus 20% of the premium.

This insurance may also be cancelled by or on behalf of the Insurer by giving 30 days notice in writing sent by post to the Insured at his last known address The Insurer will then be entitled to retain the prorata proportion of the premium.

In case of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the Insured, the Insurer reserved the right to cancel the Policy and is not obliged to refund the premium already paid under the policy.

- 11. Arbitration:** If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.



12. Governing law and jurisdiction

This insurance is governed by the laws of India. Any terms or conditions of this Policy which are in conflict with the laws of India where this Policy is issued are hereby amended to conform to such laws.

Both the Insured and the Insurer irrevocably and unconditionally agree to submit any dispute under or in any way relating to this insurance to the exclusive jurisdiction of the Courts of India

Clauses:

1. Value declared Clause

It is understood and agreed that any property Insured hereunder while in transit may be dispatched under a declaration as being "without artistic value", the values declared in such cases being only nominal values.

2. New Acquisitions Clause

It is understood and agreed that policy terms will allow an increase in the total amount Insured up to 25% subject to maximum of Rs 50 lakhs to cover any items acquired by Insured during the period of insurance.

The Insured is however required to provide written intimation of any such new possession within 60 days of acquisition and pay an extra premium.

3. Sue and labour Clause

In the case of any imminent or actual loss or damage of any kind whatsoever, it shall be for the Insured, his/her or their factors, servants or assigns, to sue, labour and travel for, in and about the defence, safeguard and recovery of the property Insured hereunder, or any part thereof, without prejudice to this insurance or waiver of the Insured's rights hereunder. In respect of this clause, Insurer agrees to pay the reasonable expenses incurred by the Insured. In this regard, Insurer shall not be liable for more than 10% of the value of the claim.

4. Debris Removal Clause

It is agreed that following the payment of a claim hereunder, this Policy will cover expenses incurred for the removal of all debris of the property associated with such claim covered hereunder which was caused by any of the perils Insured. In this regard, the Insurer shall not be liable for more than 10% of the value of the claim.

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)

HDFC ERGO General Insurance Company Limited



- Emails – 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

*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, 1 st 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.



HDFC ERGO General Insurance Company Limited



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, 1 st Floor, Moin Court, LaneOpp.SaleemFunctionPalace A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004.
Gujarat	2 nd Flr., Ambica House, Nr.C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014
Kerala, Karnataka	2 nd Flr., CC 27/ 2603, PulinatBuilding, 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, 6 th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001
Madhya Pradesh	1 st 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, BatraBuilding, Sector 17-D, CHANDIGARH - 160 017
Orissa	62, Forest Park, BHUBANESWAR - 751 009

