



**CELLULAR NETWORK POLICY**

**PREAMBLE**

HDFC ERGO General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Insured named in the Schedule referred to herein below, and the said Proposal and Declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Insured as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts, that on proof to the satisfaction of the Company of the compensation having become payable as set out in the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured / Limit of Liability/ appropriate benefit will be paid by the Company.

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, conditions and provisions contained herein and endorsed thereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

**COVERAGE SECTIONS**

- SECTION 1 MATERIAL DAMAGE
  
- SECTION 2 DATA MEDIA
  
- SECTION 3 BUSINESS INTERRUPTION
  
- SECTION 4 THIRD PARTY LIABILITY
  
- SECTION 5 INLAND TRANSIT
  
- SECTION 6 GENERAL CONDITIONS WARRANTIES AND EXCLUSIONS  
(Applicable to all Sections)





SECTION 1: MATERIAL DAMAGE

ARTICLE 1.1: INSURED PROPERTY

1. The insurance applies in respect of all real property (other than such specifically excluded herein) owned by the Insured, being buildings and contents including machinery & accessories; goods in consignment or held in trust or on lease or paid awaiting delivery; as itemised in this Schedule and Annexure and including all such buildings, machinery and facilities as soon as such are handed over ready for operation to the Insured after erection testing and commissioning and installation at the Insured Location specified in the Policy .
2. a. Cover is provided in respect of all insured items declared for insurance within the Insured Locations specified in the Schedule.  
b. Cover is still provided for the portable insured items if they are moved or transported within the Insured Location.

ARTICLE 1.2: INSURED LOSSES

Unless hereinafter excluded any accidental physical loss destruction or damage will be covered under the Policy if;

- a) the insured property under the Policy is either accidentally lost destroyed or damaged due to an unforeseen event so that it is no longer able to carry out its intended function, or if
- b) The insured property has been lost due to theft by visible physical and forcible means.

In respect of property insured not otherwise excluded, cover is provided for accidental physical loss destruction or damage not otherwise excluded directly caused by:

Fire

- fire, explosion (other than by firearms or explosives or weapons), implosion, a direct stroke of lightning,
- crash of a manned/unmanned man-made flying object
- Extinguishing, demolishing (other than by the act of any lawfully constituted authority) or clearing of debris of insured property or loss destruction or damage caused during these events.

Water

- inundation, bursting or overflow of water pipes or overhead water tanks

Natural phenomena / Acts of God

- flood, storm, hurricane, typhoon, cyclone, tornado, hail, avalanche, frost, ice drift,
- earthquake, volcanic eruption, seaquake or tsunami, tide, rock slide,

Human beings/other causes

- negligence, untrained or improper handling, operational errors
- Intentional damage by third parties malicious intent.
- Strike, lock-out, riot, civil commotion.
- theft by visible physical and forcible means





Technology

- errors in construction, material defects, manufacturing discrepancies, over-voltage, induction, damage through indirect lightning, more fully defined as any unforeseen and sudden physical loss or damage from causes such as defects in material or casting, electrical short circuit/over voltage, induction or indirect lightning, manufacturing discrepancies, lack of skill, carelessness, tearing apart on account of centrifugal forces, or from any such cause, unless otherwise excluded.

**ARTICLE 1.3: SUM INSURED AND UNDERINSURANCE**

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- 1.3.1 The determination of the Sum Insured lies at the sole discretion of the Insured. It shall express the actual insurable value of each item of property.
- 1.3.2 The insured items have been underinsured if the Sum Insured is lower than the actual insurable value, each item being separately subject to this provision.

**ARTICLE 1.4: INSURED EXPENSES, BASIS OF INDEMNITY**

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In respect of a loss, destruction or damage insured under the conditions of the Policy, the Company will at its own option indemnify the Insured either by payment in cash for the expenses necessary to repair or replace the items damaged or lost or by repair or replacement of the lost, damaged or stolen item and the replaced parts shall become the property of the Company, provided the indemnification amount shall not exceed the Sum Insured specified in the Schedule.

1.4.1 Indemnification

- In case of repair (partial loss), the cost necessarily incurred for material and labour in order to repair the damaged item.
- In case of replacement (total loss), the cost of purchase and installation of an identical item, or an item of similar kind and quality, unless the cause of loss is attributable to mechanical/electrical/electronic breakdown/failure/breakage in which case, the indemnification will be calculated as prescribed in c) below.
- In case repair is not possible or the insured item is not replaced, the costs which would have been incurred to repair or replace the damaged items but not higher than the actual cash value of the insured item immediately prior to the loss.
- If spare parts out of series production are no longer available (obsolete items), indemnification shall be made on the basis of the actual cash value of the insured item immediately prior to the loss. Should the property be actually replaced, then the Company shall be liable for the replacement cost as new of equipment which will at least perform substantially the same functions as the original equipment. The liability of the Company shall not be reduced by any amount of betterment inherent in the design of such functionally equivalent equipment. The indemnification will however not exceed the value as new of the equipment replaced.



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1.4.2 Determining the payment of indemnification

The indemnification determined under the provisions of Article 1.4.1 shall be settled after subtracting the deductible, the salvage value of damaged items and of parts which can be reduced from the indemnification sum. If a number of insured items have been affected by one and the same loss event only the highest deductible applied will be subtracted.

If at the time of loss or destruction of or damage to any item insured under the Policy, it is found that the Sum Insured is less than the New Replacement Value, then the amount recoverable by the Insured under this Policy shall be reduced by such proportion as the Sum Insured bears to the New Replacement Value.

ARTICLE 1.5: EXCLUSIONS

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1.5.1 Property excluded

- a) Parts and materials which are prone to heavy wear and tear and repeated or periodic exchange due to their specific function and composition; exchangeable tools, e.g. dies, moulds, engraved cylinders, etc; parts which by their use and/or nature suffer a high rate of wear or depreciation, e.g. refractory linings, crushing hammers, objects made of glass, belts, ropes, wires, rubber tyres etc; operating media e.g. lubricants, fuels, catalysts. In particular such parts/ materials would include auxiliary materials, exchangeable tools, exchangeable Data Media, tapes, belts, daisy wheels, lamps, bulbs, tubes (e.g. X-ray and laser tubes, not however cathode ray tubes in EDP peripherals), encapsulated disk drives and intermediate image carriers (e.g. selenium drums).
- b) NIU's and Hand phones/Handsets and equipments installed/located in customers premises or in the custody of the customers.
- c) Boilers, economisers, turbines or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture;
- d) Plant, machinery or equipment during installation, dismantling or stripping down and assembly in respect of any re-sitting operations
- e) Money, monetary instruments, evidence of debt, securities of all kinds, bullion, precious metal, stones, works of art, curios, artefacts, documents and manuscripts.
- f) Land, animals, growing crops or standing timber
- g) Constructional plant, equipment and any vehicle

1.5.2 Costs excluded

The Company shall not pay compensation for additional cost due to any alteration or improvement to the insured item in connection with loss or damage, covered under the conditions of the Policy. The same applies to provisional repairs, if the provisional repair and final repair costs together exceed costs for the final repair alone.





**ARTICLE 1.6: DEDUCTIBLES**

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The first amounts of each and every loss destruction or damage shall be borne by the Insured; as appearing in the policy schedule

**ARTICLE 1.7: DEBRIS REMOVAL**

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In addition to the Sums Insured stated in the Schedule, the Company will pay for costs, necessarily and reasonably incurred by the Insured with the prior consent of the Company in the removal of debris of insured property consequent upon its physical loss or damage that is identifiable under this Policy provided that the liability of the Company under this extension shall not exceed 5% of the Sums Insured under this Policy at the Insured Location or Rs. \_\_\_\_\_ whichever is less, in any single Period of Insurance.

**ARTICLE 1.8: CAPITAL ADDITIONS AND INCREASE IN SUM INSURED**

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The Company shall deem this insurance to include any increase in amount or inclusion of additional property of the type described in Article 1.1 of this Section from the time of its handover after completion of installation, testing and commissioning at any of the Insured Locations within the territorial limits of this Policy

**PROVIDED THAT**

- a the liability of the Company at any time shall not exceed 15% of the Sums Insured under this Policy at the Insured Location,
- b the property is in satisfactory working order and free from material defect in so far as the Insured are aware,
- c the Insured shall declare within 90 days, the Sum Insured of such increase or additional property and shall agree to pay such additional premium(s) as the Company may require

**ARTICLE 1.9: DEFINITIONS**

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**Data Media**

Data media is storage media supplying machine-readable information and can only be covered if the user is able to exchange it (e.g. removable magnetic disk, magnetic tapes, and floppy disks)

**Insurable value**

The purchase price of a new and identical unit, excluding any possible price rebates but including the costs of packing, transportation/ haulage, erection/assembly and taking the unit into operation, plus any relevant costs covering tax and customs duties.

**Comprehensive maintenance contract**

This type of contract ensures that a regular routine of checking equipment and replacing substandard parts to minimise the possibility of equipment failure (preventive maintenance) is carried out, as well as ensuring that any damage and functional disruptions which occur during



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normal operations without any external influence (corrective maintenance) is repaired or are removed, respectively.

Actual Cash Value (ACV)

ACV is the purchase price less physical depreciation.

Event in respect of a claim

In respect of a claim under this Policy:

- All occurrences related to the same cause shall be treated as one and the same event
- The time of any event shall be the time at which such event commenced;
- Where the event comprises more than one occurrence, the time of the event shall be taken as the time of commencement of the first of such occurrences.
- All events, whose time is prior to the expiry of the period of this Policy, shall be covered in full notwithstanding that some portion of the event falls after the expiry or cancellation or termination of this Policy.

SECTION 2: DATA MEDIA

ARTICLE 2.1: INSURED PROPERTY

All Data Media and Data throughout the insured premises including at the backup storage facilities as itemized in the Schedule and declared for insurance will be covered as hereafter provided. Backup data files and data media for external storage are also insured, at backup storage facilities, as declared for insurance and itemized in the schedule whilst they are kept on the premises.

ARTICLE 2.2: INSURED LOSSES

Loss or Damage is covered if:

- a) Data media insured under the Policy has been either damaged or destroyed due to accidental physical means so that it is neither machine readable nor can data be stored on it,

Or

- b) Data media insured under the Policy has been lost due to theft by visible physical and forcible means

Subject to Exclusions herein.





**ARTICLE 2.3: SUM INSURED/ BASIS OF INDEMNITY**

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- a) It shall be a requirement of this insurance that the Sum Insured is the amount required for restoring the insured data media by replacing lost or damaged data media by new material and reproducing lost information.
- b) The Company will indemnify for the costs necessarily incurred when replacing the lost or damaged data media to a condition equivalent to that existing prior to the occurrence and recreating lost information caused by an Insurable Loss under the Conditions of the Policy. If it is not necessary to reproduce lost data or if such reproduction is not expected within 12 months after the occurrence, the Company shall only be liable to indemnify expenses incurred for replacing the lost or damaged data media themselves by new material.

The Company shall indemnify the sum as above less the Deductible agreed in the Schedule.

**ARTICLE 2.4: EXCLUSIONS**

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**2.4.1 Property Excluded**

- a) Data media which cannot be exchanged by the user (e.g. fixed disk packs, semi-conductor memories, magnetic bubble memories)
- b) Data stored in the CPU's main memory as well as programme data not mentioned in the definitions.
- c) Arising from deliberate erasure loss distortion corruption of information on computer systems or other records programmes of software by the action of bugs in software, computer viruses and hackers.
- d) Consequential loss of any kind or description whatsoever.



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Loss or Damage Excluded

The Company shall not be liable for loss or damage to data media or data directly or indirectly caused by, or contributed to, or arising from:

- a) malfunction of, or damage to, disk drives, which are covered under an existing comprehensive Maintenance Agreement or which could be covered under the same;
- b) Insufficient cleansing and care of data media or incorrect storage of the same.
- c) Deliberate erasure loss distortion corruption of information on computer systems or other records programmes of software by the action of bugs in software, computer viruses and hackers.

2.4.2 Costs Excluded

No indemnity will be paid for the insured data/data media having been altered or in any way improved after occurrence of the loss.

ARTICLE 2.5: DEDUCTIBLES

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The first amounts of each and every loss destruction or damage shall be borne by the Insured; as appearing in the policy schedule

ARTICLE 2.6: SUM INSURED AND UNDERINSURANCE

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The calculation of the Sum Insured is based on the New Replacement Value of data media, plus costs necessary for recreating data contained thereon.

ARTICLE 2.7: INCOMPATIBILITY OF COMPUTER RECORDS

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The indemnity provided by this Section extends to include the following costs/expenses incurred by the Insured:

The costs of:

- a) modification of computer equipment )
  - Or )
  - b) Replacement of computer records and/or other Media or storage devices or programs together with the reinstatement of information thereon )
- ) whichever is less

to achieve compatibility in the event that loss or damage to computer equipment indemnified by this Policy has resulted in undamaged computer records being incompatible with the replacement computer equipment.





ARTICLE 2. 8: DEFINITIONS

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Items ready to be taken into operation

Equipment can be regarded as being ready for operation as soon as normal working procedures can be or have been started - if required, after an initial and successful test run. Provided the insured items have once been ready for operation they remain covered also during maintenance, feed-run, overhaul or repair.

Data

Data is machine-readable information which is stored outside of the Centre Processing Unit:

- master and transaction data from data files and data bases
- system programs from operating system
- standard programs out of series production
- user programs out of individual production

Data Media

Data media is storage media supplying machine-readable information and can only be covered if the user is able to exchange it (e.g. removable magnetic disk, magnetic tapes, and floppy disks)

Insurable value

The purchase price of a new and identical unit, excluding any possible price rebates but including the costs of packing, transportation/ haulage, erection/assembly and taking the unit into operation, plus any relevant costs covering tax and customs duties.

Comprehensive maintenance contract

This type of contract ensures that a regular routine of checking equipment and replacing substandard parts to minimise the possibility of equipment failure (preventive maintenance) is carried out, as well as ensuring that any damage and functional disruptions which occur during normal operations without any external influence (corrective maintenance) is repaired or are removed, respectively.

Actual Cash Value (ACV)

ACV is the purchase price less physical depreciation.

Event in respect of a claim

In respect of a claim under this Policy:

- All occurrences related to the same cause shall be treated as one and the same event
- The time of any event shall be the time at which such event commenced;
- Where the event comprises more than one occurrence, the time of the event shall be taken as the time of commencement of the first of such occurrences.
- All events, whose time is prior to the expiry of the period of this Policy, shall be covered in full notwithstanding that some portion of the event falls after the expiry or cancellation or termination of this Policy.



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SECTION 3: BUSINESS INTERRUPTION

ARTICLE 3.1: SCOPE

The Loss of Gross Profit the Insured due to a physical damage (indemnifiable under SECTION 1 Material Damage) resulting in interruption of the Business of the Insured.

ARTICLE 3.2: SUM INSURED; UNDERINSURANCE; INDEMNIFICATION; INDEMNITY PERIOD

3.2.1 Profits Lost

The insurance is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity there under shall be:

- a) IN RESPECT OF REDUCTION IN TURNOVER: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover.
- b) IN RESPECT OF INCREASE IN COST OF WORKING: the addition expenditure (subject to the provisions of Memo 2) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided,

less any sum saved during the Indemnity Period in respect of such of the Insured Standing Charges as may cease or be reduced in consequence of the Damage,

provided that if the Sum Insured be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover, the amount payable shall be proportionately reduced.

3.2.2 Departmental Clause

If the Business be conducted in Departments, the independent trading results of which are ascertainable, the provision of Clause (a) and (b) of Item 1 shall apply separately to each department affected except that if the Sum Insured by the said item be less than the aggregate of the sum produced by applying the Rate of Gross Profit for each department of the Business (whether affected by the Damage or not) to the relative Annual Turnover thereof, the amount payable shall be proportionately reduced.

3.2.3 Additional Expenditure

The Company will indemnify the Insured for any additional expenditure incurred, but only if this actually leads to a minimisation of losses. The term 'additional expenditure' covers the following type of costs

- the use of (rented) external equipment
- the application of other work or production procedures





- the use of third party services
- additional staff expenditure/labour costs

3.2.4 Calculation of the indemnity

The indemnification is determined on the basis of the following calculation:

- the deductible is subtracted from the loss amount (refer to Art.3.2.3) The deductible in this case is a time excess and is expressed in working days.
- Under-insurance(refer 3.2.1) if any

3.2.5 Indemnity Period

The Indemnity Period begins from the date of the indemnifiable physical damage that led to Business Interruption at the Insured's premises. The Indemnity Period is terminated when Business Interruption has ended, at the latest at the end of the duration stipulated in the Schedule.

ARTICLE 3.3: EXCLUSIONS

The Company shall not be liable for loss of Gross Profit, directly or indirectly caused, or contributed to, or arising from loss or damage excluded under SECTION 1 (Material Damage).

Further, all loss of Gross Profit directly or indirectly caused by, or further aggravated by any of the following circumstances is also not covered:

- a) reconstructional or operational restrictions imposed by any public authorities
- b) non-availability of spare parts out of series production (obsolete items)
- c) lack of capital for reconstruction or replacement of damaged items
- d) total destruction or damage to component parts of insured items, or of materials, which are excluded from Section I (Material Damage) cover
- e) damage to, destruction or loss of data media, data or program
- f) Improvement or overhauling of insured items during service and repair operations, or through replacement of the same.
- g) Interconnectivity problems between networks including via satellites.
- h) total or partial cessation of work or the retarding or interruption or cessation of any process or operation arising from the lawful or unlawful prevention or denial of access to any insured premises or item of insured property by any authority or person or persons by any reason or circumstance affecting the insured premises / insured property and /or it's surroundings

ARTICLE 3.4: DEDUCTIBLES

The first amounts of each and every loss destruction or damage shall be borne by the Insured; as appearing in the policy schedule



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ARTICLE 3.5: DEFINITIONS

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**Loss (Business Interruption)**

A loss under Business Interruption has occurred if the business interruption is directly caused by loss destruction or damage to insured property and if at the time of the happening of such loss destruction or damage there shall be in force insurance under Section 1 covering the interest of the Insured in the property at the premises against such loss destruction or damage and that payment shall have been made or liability admitted therefore under Section 1.

**Gross Profit**

The sum produced by adding to the Net Profit the amount of the Insured Standing charges, or if there be no Net Profit the amount of the Insured Standing Charges less such a proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the Business.

**Net Profit**

The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the Business of the Insured at all premises after due provision has been made for all Standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits. Net Profit does not include, for example, income from capital investment, speculation or purchase of property other than that for the insured business activities.

**Insured Standing Charges**

All charges of the Business unless specified in the Schedule to the Policy

**Turnover**

The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the premises.

**Rate of Gross Profit\***

The Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the damage.

**Annual Turnover\***

The Turnover during the twelve months immediately before the date of the Damage.

**Standard Turnover\***

The Turnover during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period.

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{\* to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.}

**Memo 1.**

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

**Memo 2.**

If any Standing Charges of the Business be not insured by this Policy then in computing the account recoverable hereunder as Increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all the standing charges.

**Memo 3.**

If the Insured declares, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Profit earned during the accounting period of 12 months most nearly concurrent with any Period of Insurance, as certified by the Insured's Auditors, was less than the Sum Insured thereon, a pro-rata return of Premium not exceeding 50% of the Premium paid on such Sum Insured for such Period of Insurance shall be made in respect of the difference. Where, however, the declaration is not received by the Company within twelve months after the expiry of the Period of Insurance, no refund shall be admissible.

If any Damage has occurred giving rise to a claim under this Policy, such return shall be made in respect only of said difference as is not due to the Damage.

**Section 4 - THIRD PARTY LIABILITY**

**ARTICLE 4.1 : INDEMNITY**

The Company will indemnify the Insured against:-

- (a) Legal liability for accidental loss or damage caused to property of other persons including property held in trust by or under custody of the Insured for which he is responsible excluding any such property used in connection with construction or erection thereon.
- (b) legal liability (liability under contract excepted) for fatal or non-fatal injury to any persons other than the Insured's own employees or workmen or employees of the owner of the works or premises or other firms connected with any other construction work thereon or members of the Insured's family or of any of the aforesaid, directly consequent upon or solely due to the operation of Insured's business at any location described in the Schedule.



## HDFC ERGO General Insurance Company Limited



Provided that the total liability of the Company during the Period of Insurance under this Section shall not exceed the Limits of Indemnity specified in the Schedule under this Section.

In respect of a claim for compensation to which the indemnity provided herein applies, the Company will, in addition, indemnify the Insured for

(a) all costs and expenses of litigation recovered by any claimant from the Insured,

and

(b) all costs and expenses incurred with the written consent of the Company.

subject to overall Limits of Indemnity specified under this Section.

### ARTICLE 4.2 : EXCLUSIONS

The Company will not indemnify the Insured in respect of any liability

- a) For an amount lesser than the Deductible or Excess stated in the Schedule to be borne by the Insured in any one occurrence related to property damage.
- b) for expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section 1(Material Damage) of this Policy.
- c) Arising out of deliberate, wilful or intentional non-compliance of any statutory provision.
- d) Arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.
- e) arising out of all personal injuries such as false arrest, wrongful eviction, wrongful detention, defamation etc. and mental injury, anguish, or shock resulting therefrom;
- f) infringement of plans, copy-right, patent, trade name, trademark, registered design;
- g) Arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
- h) For Injury and/ or damage occurring prior to the Policy Inception Date in the Schedule.

Provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company cannot agree when the injury or damage occurred, then

- Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury;
  - Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.
- i) For the deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
  - j) More specifically insured elsewhere.
  - k) arising under any statute based on the doctrine of No-Fault Liability or under the Public Liability Insurance Act 1991



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l) consequent upon

- bodily injury to or illness or employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section 1 or members of their families.
- loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the Insured's Business which or part of which is insured under Section 1, or employee or workman of one of the aforesaid.
- any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft.
- any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.
- loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection. This exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss or damage to other insured items resulting from such excluded perils.
- loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidence of debt, notes securities, cheques, packing materials such as cases, boxes, crates.
- any damage or penalties on account of the Insured's non-fulfilment of the terms of delivery or completion under his Contract or of any obligations assumed there under including consequential loss of any kind or description or for any aesthetic defects or operational deficiencies.

m) for loss, damage or liability directly or indirectly caused by or resulting from any sort of non-ionic radiation.

**ARTICLE 4.3 : CONDITIONS**

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4.3.1 The Company may, so far as any accident is concerned, pay to the Insured the Limit of Indemnity for any one accident or any one period, but deducting therefrom in such case any sum(s) already paid as compensation in respect thereof or any lesser sum for which the claim or claims arising from such accident, can be settled and the Company shall thereafter be under no further liability in respect of such accident under this Section.

4.3.2 The Company may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which an Indemnity Limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.

4.3.3 If at the time of happening of any event resulting into a liability under this Policy, there be any other public liability insurance or insurances effected by the Insured or by any other person covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability. This Policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would, but for the existence of this Policy, be insured by, any other policy (but not a Public Liability Policy) or Policies, except in respect of any excess beyond the amount





which could have been payable under such Policy/Policies, had this insurance not been effected.

- 4.3.4 No claim shall be payable under this Policy unless the cause of action arises in India and the liability to pay claim is not without legal recourse to the Insured. It is further agreed and understood that only Indian Law is applicable to any such action.
- 4.3.5 With respect to liability arising under the Public Liability Insurance Act 1991, this insurance shall be excess insurance over any other valid and collectible insurance and /or statutory or self-administered fund available to the Insured.

Section 5 - INLAND TRANSIT

ARTICLE 5.1: RISKS COVERED

This insurance covers all risks of loss of or damage to the subject matter insured except as provided in Clauses 2, 3 and 4 below.

ARTICLE 5.2: EXCLUSIONS

In no case shall this insurance cover

- 5.2.1 Loss, damage or expense attributable to wilful misconduct of the assured ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 5.2.2 Loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause 2.3 "Packing" shall be deemed to include stowage in a container or lift van but only when such stowage is carried out prior to attachment of this insurance or by the Insured or their servants)
- 5.2.3 Loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 5.2.4 Loss damage or expense caused by inherent vice or nature of the subject-matter 2 insured.
- 5.2.5 In no case shall this insurance cover loss damage or expense caused by
- 5.2.6 war civil war revolution rebellion insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power
- 5.2.7 capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat
- 5.2.8 derelict mines bombs or other derelict weapons of war.



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5.2.9 In no case shall this insurance cover loss damage of expense

- caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotion
- resulting from strikes lock-outs, labour disturbances, riots or civil commotion
- caused by any terrorist or any person acting from a political motive.

#### ARTICLE 5.3 DURATION

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This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transshipment, if any

- until delivery to the final warehouse at the destination named in the Policy, or
- in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or
- in respect of transits by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the Policy

whichever shall first occur.

N.B. 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the Policy.

- Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-Agency.

#### ARTICLE 5.4 CLAIMS

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5.4.1 In order to recover under this insurance the Insured must have an insurable interest in the subject matter insured at the time of the loss.

5.4.2 Subject to 4.1 above, the Insured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded unless the Insured were aware of the loss and the Company was not.

#### ARTICLE 5.5 BENEFIT OF INSURANCE

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This insurance shall not inure to the benefit of the Carrier or other bailee.

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**ARTICLE 5.6 MINIMISING LOSSES**

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- 5.6.1 It is the duty of the Insured and their servants and agents in respect of loss recoverable hereunder.
- 5.6.2 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 5.6.3 to ensure that all right against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as prescribed by the relevant statute
- and the Company will, in addition to any loss recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.
- 5.6.4 Measures taken by the Insured or the Company with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the right of either party.

**ARTICLE 5.7 AVOIDANCE OF DELAY**

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It is a condition of this insurance that the Insured shall act with reasonable despatch in all circumstances within their control.

**ARTICLE 5.8 LAW AND PRACTICE**

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This insurance is subject to Indian law and practice.

**5.8.1 INSTITUTE REPLACEMENT CLAUSE**

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.



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5.8.2 REPLACEMENT (SECOND-HAND MACHINERY) CLAUSE

In the event of claim for loss or damage to any part or parts of the Insured Interest in consequence of a peril covered by this insurance, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the parts lost or damaged as the insured value bears to the value of new machinery, plus additional charges for forwarding and refitting the new parts if incurred.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

5.8.3 LIMITATION OF LIABILITY CLAUSE

The liability of the Company shall be limited to 75% of the assessed loss where the Consignment Note is issued limiting the liability of the carriers in any respect by Special Contract duly signed by the Consignor, Consignee or by their Authorised Representative, Agents or where the Consignment Note is issued by a Private Carrier (other than the vehicle belonging to the owner of goods) or Freight Broker. This warranty would not apply where loss or damage has occurred whilst the goods are not in the custody of the carriers.

SECTION 6: GENERAL CONDITIONS EXCLUSIONS AND WARRANTIES  
(APPLICABLE TO ALL SECTIONS)

ARTICLE 6.1: GENERAL CONDITIONS

6.1.1 Insured

The term Insured shall include,

- Videsh Sanchar Nigam Limited (VSNL) a company registered under the Companies Act 1956, having its registered office – Videsh Sanchar Bhavan, Mahatma Gandhi Marg, Fort, Mumbai – 400 001. (i.e., the first named Insured);
- Any affiliated company / associated company or any subsidiary thereof; and/or VSNL, has ownership, interests, or management control and responsibility for providing insurance; and /or
- Any director, officer, partner, employee, agent, advisor, consultant or other business associate, whilst acting on behalf of the Insured; and/or
- Any contractor and / or sub-contractor of any tier and / or their associates and / or subsidiary companies; and/or
- Any other party engaged to supply goods or services concerning the business of the first named Insured; and/or
- Any lessor, lessee, lender or other party as required under the terms and conditions of any lease or contract or agreement entered into by the first named Insured; and/or
- Any mortgagee or loss payee as required under the terms and conditions of any loan agreement or similar contract;





- And/or Any successors or assigns in law, all as now existing or as may be formed in the future as respects their interest arising out of the business of first named Insured.

6.1.2 Policy and interpretation

The Policy and the Schedule with all attachments shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule or its attachments shall bear such specific meaning wherever it may appear. The terms, conditions and exclusions of this Policy (and any phrase or word contained therein) shall be interpreted in accordance with Indian Law.

6.1.3 Misdescription

The Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure of any material particular.

6.1.4 Notices

All statements and notifications on the part of the Company or Insured must be made in writing in order to be legally binding. Each and every statement made by the Company or the Insured to the agreement is effective as of the date postmarked.

6.1.5 Premium

- All premium paid under this Policy shall, in the first instance be treated as deposit premium.
- All computations of premium payable or refundable under this Policy shall be computed on pro rata basis for the number of days to which such premium relates.
- On the expiry of the policy period, the Company shall compute the actual premium accruing under this policy and shall recover or refund the difference within 15 days from such expiry.
- The adequacy of premium to be reckoned at any time during the Policy period shall be reckoned with respect to the sum of the premium actually paid and adjusted under the Policy if any, and the amount held as deposit in respect of this Policy.

6.1.6 Deductible

- No claim or series of claims under this Policy arising out of the same event shall be subject to more than one Deductible or one Time Excess, as the case may be.
- In the event of any claim or series of claims falling under more than one sections of this policy, only the highest of Deductibles or Time Excess within each Section shall apply.

6.1.7 Termination of the insurance

The insurance will automatically terminate:



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- a if the risk no longer exists (i.e.: insured property has been scrapped, lost or disappeared);
- b upon the fall or displacement of any building or structure or part thereof or of the whole or any part of any range of buildings or structures containing the insured property or of which the insured property forms part provided that such fall or displacement is not caused by a peril insured under Section 1 (Material Damage), loss or damage by which is covered or would be covered if such building/structure or range of buildings/structures were insured under this Policy
- c of the insured property has been transferred to third parties by way of sale or as a gift;
- d the Business of the Insured has been wound up or carried on by a liquidator or receiver or permanently discontinued;
- e notice of cancellation has been given ( refer to Article 6.1.8)

6.1.8 Cancellation of the Policy

The Company reserves the right to cancel the policy on the grounds of misrepresentation, fraud, and non-disclosure of material fact or non-cooperation of the Insured.

The Company may cancel this Policy by giving at least 14 days written notice to the Insured at his last known address. In such event, the pro-rata portion of the premium for the unexpired Period of Insurance shall be returned to the Insured.

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

The Insured may also give 14 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 here below), provided no claim has occurred up to the date of cancellation of this policy.

Table of Short Period Scales	
Period of Risk (Not exceeding)	Refund of Annual Premium Rate (%)
1 Month	75%
3 Months	50%
6 Months	25%
Exceeding Six Months	Nil

**Where the remittance made by the Insured is not realised by the Insurer the policy shall be treated as void ab-initio.**

6.1.9 Obligations of the Insured



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Obligations upon application for insurance

Before the Policy has been signed the Insured is obliged to give the Company full and detailed account of all risk-influencing circumstances. Risk circumstances are deemed to be risk-influencing if they might influence the Company in their decision whether to accept the risk at all, or to accept the risk based on special agreements. When in doubt, those risk circumstances where the Company expressly required information in writing are regarded as being risk-influencing.

Obligations during the term of the Policy

The Insured is bound

- to take at his own expense all reasonable precautions to prevent loss or damage, to comply with the statutory requirements and manufacturers' recommendations regarding safeguard and operation of insured items and to maintain insured items to good condition;
- to inform the Company in writing of all alterations regarding the insured items, such as in their application, their characters, their place of erection or other risk aggravating circumstances or changes in the business or in conduct of business;
- to allow the Company's representatives access to the insured items at all times.
- to give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this Policy was effective, and the Company may amend the terms of this Policy according to the materiality of such change.

Obligations upon or after a loss occurrence

Upon the occurrence of an event which will or is likely to give rise to a claim under the Policy, the Insured is bound

- In case of loss or damage to insured property, to notify the Company within 24 hours of the damage has become known either by telephone, telegram/telex or registered letter. If the loss was reported verbally, notification must be repeated in writing immediately within one week. In case of theft or burglary, or attempted theft or burglary, the Insured shall also make an immediate notification to the relevant authorities (Police Report)
- To give immediate written notice to the Company of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this Policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the Insured.
- to further inform the Company at the Insured's own expense and without delay of both the circumstances, cause and extent of the loss or damage suffered, providing all proof information and such other evidence with respect to the claims as Company may reasonably require.
- To do, or concur in doing, or permit to be done, all reasonable steps to minimise the extent of loss or damage or minimise the costs incurred.



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- to give full support in investigations of both the cause and circumstances accompanying the loss or damage, to support the necessary inquiries into the loss or damage and not to make any alterations to the damaged items and situation, which might hinder or make impossible the investigation of the cause of loss or damage
- to preserve all damaged parts
- To provide the Company with full information together with all documents needed in order to assess the extent of damage or determine the expenses incurred. The Insured shall give all such information and assistance as the Company may reasonably require.

The reinstatement of damaged items by the Insured may only take place after Company has given agreement after the completion of assessment of the loss or damage. If the Company shall fail to give agreement within one week of the completion of the assessment and receipt of all information from the Insured, the items may be reinstated by the Insured without the Company's agreement.

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without written consent of the Company who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

The due observance and fulfilment of the obligations set forth in this Article shall be precedent to any liability of the Company to make any payment under the Policy.

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 then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### 6.1.10 Survey

- In view of the nature of the Insured's Business, it is understood and agreed that on the occurrence of any event leading to a claim under this Policy, the Company shall not appoint any person or agency as the surveyor except with the prior approval of the Insured.
- If the Company is not able to identify a surveyor acceptable to Insured within 3 days of the occurrence being notified to them, the Insured shall have the right to suggest any person or agency who shall be appointed as surveyor by the Company.

#### 6.1.11 Loss Payee



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- All amounts payable in settlement of claims made under the Policy shall be payable solely to or to the order of Videsh Sanchar Nigam Ltd (i.e., the first named Insured), who agree to hold the Company harmless in respect of such payment.
- In case of such payment, a discharge signed by an authorised representative of the first named Insured on its behalf shall be accepted as a valid discharge on behalf of all other parties interested in the insurance by the Policy

6.1.12 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.

6.1.13 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.

6.1.14 Specific insurances and Contribution

This insurance does not cover any loss, destruction or damage to any insured item which at the time of the happening of such loss or damage is insured more specifically by any other insurance policy or policies except in respect of any excess beyond the amount which would have been payable by such other insurance had this insurance not been effected.

6.1.15 Arbitration

Any and all disputes or differences which may arise under, out of, in connection with or in relation to this Policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this Policy, shall be referred to a sole arbitrator to be appointed by the parties (i.e. the Insured and the Company) to the dispute within 30 days of either party giving notice of arbitration to the other.







In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.

The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.

The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.

It is a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or arbitrators shall be first obtained.

In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

#### ARTICLE 6.2: WARRANTIES

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It is warranted that:

- Maintenance Agreement is in force covering all the Equipments.
- All Equipments are under a written current service contract with reputed companies.
- The key locations are of class A construction i.e. RCC roof, Brick walls, with framed structure
- The key location have adequate number of Watchmen to guard the premises and the access to the key areas in each of these location is restricted to Personnel who are required to visit those places by way of Access driven doors.
- The Insured to take all reasonable measures for loss minimization after a loss
- The fire protection systems installed are maintained in an efficient working order at all items.

The due observance and fulfilment of the Warranties set forth in this Article shall be precedent to any liability of the Company to make any payment under the Policy.

#### ARTICLE 6.3: GENERAL EXCLUSIONS

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6.3.1 The Company shall not be liable under this Policy for any loss destruction damage expense or liability incurred by the Insured, directly or indirectly caused by, or contributed to, or arising from:

- a) war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection, or military or usurped power,
- b) malicious persons acting on behalf of, or in connection with, any political organisation, confiscation, commandeering, requisition, or destruction of the damage to property by order of the government de jure or de facto or by any public authority,
- c) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- d) the radioactive, toxic, explosive or hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- e) pollution, seepage or contamination howsoever caused
- f) Wilful act or gross negligence on the part of the Insured or one of his representatives.
- g) consequential loss of any kind or description, whatsoever;
- h) any circumstances, events, faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether or not such circumstances, events, faults or defects were known to the Company.
- i) Events for which a third party as supplier (manufacturer or retailer) carrier, repairer, forwarding agent or contractor is liable either by law or under contract.
- j) the continual influence of operation such as wear and tear, abrasion, cavitation, erosion, corrosion, rust, boiler scale and similar effects; ageing of any part of the insured item naturally resulting from ordinary use or working or gradual deterioration; loss or damage or malfunctioning which is covered or could be covered by a Comprehensive Maintenance Contract.
- k) Deliberate erasure loss distortion corruption of information on computer systems or other records or programmes of software by the action of bugs in software, computer viruses and hackers.
- l) Erection testing or commissioning operations.

6.3.2 Terrorism Damage Exclusion Warranty

- Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless





of any other cause or event contributing concurrently or in any other sequence to the loss.

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- For the purpose of this endorsement 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.
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- The warranty also excludes loss, 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 action taken in respect of any act of terrorism.
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- If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

### 6.3.3 Data Corruption Exclusion

The Policy is hereby amended as follows:

The Company will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:

1. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
2. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or and kind of programming or instruction set,
3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This Endorsement shall not exclude subsequent damage or Consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

Such Damage or Consequential loss described in 1, 2, or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

### 6.3.4 General Exclusion of Software and Year 2000 Problems

This Policy does not cover:





- a) Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- b) Any legal liability of whatsoever nature;
- c) Any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer

- i) to treat any date before, during or after the year 2000 as the correct date or true calendar date, or correctly or appropriately to recognize manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or
- ii) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data in regard to or in connection with any such date.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device or any computer software tools operating system or any computer hardware or peripherals and the information or data stored in or on any of the above, whether the property of the Insured or not.

#### 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)
- 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**



## HDFC ERGO General Insurance Company Limited



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  
6<sup>th</sup> floor, Leela Business Park,  
Andheri Kurla Road,  
Andheri (E), Mumbai – 400059  
e-mail: [principalgrievanceofficer@hdfcergo.com](mailto: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 <sup>st</sup> 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, 1 <sup>st</sup> Floor, Moin Court, LaneOpp.SaleemFunctionPalace A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004.
Gujarat	2 <sup>nd</sup> Flr., Ambica House, Nr.C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014
Kerala, Karnataka	2 <sup>nd</sup> 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 <sup>th</sup> Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001
Madhya Pradesh	1 <sup>st</sup> 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

