

CARDSURE PACKAGE 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.

GENERAL DEFINITIONS

"ATM" means Automated Teller Machines of Banks, which have been approved by Reserve Bank of India.

"Annual Aggregate Limit" means the maximum liability payable by the Company to the Insured in a single Policy Year subject to the per occurrence limit / limit of liability as specified in the schedule.

"Account Holder" means any and all persons designated and authorized to transact business on behalf of an account.

"Assignee" means a person to whom a claim, right, property, etc. is transferred or a person appointed to act for another.

"Bank" means an entity licensed as a Bank under Banking Regulation Act, 1949 and permitted by the Reserve Bank of India to carry on banking business in India.

"Card" means any Credit Card/ Debit Card /ATM or any similar cards issued by the Bank mentioned in the Schedule.

"Cardholders" means such person's to whom a Credit / Debit / ATM or any similar cards has been issued by the Insured. (Bank/ Financial Institution)

"Cover Period" means the period from Commencement of Insurance Cover to the end of the Insurance Cover as per the Schedule.

"Company" means HDFC ERGO General Insurance Company Limited.

"Damage" means harm or injury to a person, property or system resulting in impairment or loss of function, usefulness or value.

"Excess" or **"Deductible"** means the amount of expenses or loss to be borne by the Insured / Insured Persons before the compensation under the Policy shall become payable and such expenses or loss shall not be reimbursed by the Company.

"EDC" means Electronic Data Capturing Machine used for Card Transactions.

"Employee" means any person employed under a contract of service or apprenticeship during or prior to commencement of the Period of Insurance and for the avoidance of doubt shall include agents or consultants or sub-contractors or independent professional advisors of the Insured.

“**Financial Institution**” shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934.

“**Hold-up**” means when a person having some weapon threatens the Insured / Insured Persons and there exists a possibility of actual physical threat to the person of the Insured / Insured Persons.

“**Insured**” means the Bank/ Financial Institution as named in the Schedule

“**Insured Person(s)**” means the beneficiaries / members /card holders / customers & account holders of the Bank/ Financial Institutions as named in the schedule.

“**Medical Practitioner**” means a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his licence.

“**Merchant Establishment**” means establishments wherever located which honour the Card.

“**PIN**” means specific personal identification number assigned to the Cardholder by the Bank named in the Schedule in connection with the Card.

“**Policy**” means insured’s proposal, the schedule, Company’s covering letter to the insured, insuring clauses, definitions, exclusions, conditions and other terms contained herein and any endorsement attaching to or forming part hereof, either at inception or during the period of insurance.

“**Policy Period**” means the date between the commencement date and expiry date as specified in the Schedule.

“**Proposals**” means any signed proposal in form of letters and declarations, written statements and any information in addition hereto supplied to the Company by or on behalf of the Insured.

“**Public Authority**” means any governmental, quasi-governmental organisation or any statutory body or duly authorised organisation with the power to enforce laws, exact obedience, and command, determine or judge.

“**Riot**” refers to the violent disturbance of the public peace by three or more persons assembled for a common purpose.

“**Schedule**” means the schedule, and any annexure to it, attached to and forming part of this Policy.

“**Sickness**” means a condition or an illness affecting the general soundness and health of the Insured Person’s body or a disease but excluding any pre – existing disease / condition or illness which, arises out of or is caused by a condition or defect for which medical treatment was advised, before the commencement of the Policy.

“**Strike**” refers to cessation of work or a temporary stoppage of normal and regular activity or work undertaken by some persons in support of the demands made on their employer, as for higher pay or improved conditions.

“**Sum Insured / Limit of Liability**” means and denotes the amount of cover available as stated in the Schedule or any revisions thereof based on claim settled, as stated in the scope of cover of the policy and, where appropriate, as more particularly described and limited per item insured in any annexure to the Schedule. This is the maximum compensation that the Company will pay for each and every claim with respect to individual cover under the Policy. Sum Insured / Limit of Liability would not cover any penalties and / or outstanding interest due to the bank.

“**War**” means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

GENERAL CONDITIONS

1. Incontestability and Duty of Disclosure

THIS POLICY SHALL BE VOIDABLE AT THE OPTION OF THE COMPANY IN THE EVENT OF MIS - REPRESENTATION, MIS-DESCRIPTION OR NON-DISCLOSURE OF ANY MATERIAL PARTICULAR BY THE INSURED, IN THE PROPOSAL FORM, PERSONAL STATEMENT, DECLARATION AND CONNECTED DOCUMENTS, OR ANY MATERIAL INFORMATION HAVING BEEN WITHHELD. ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD THE INSURANCE COMPANY OR OTHER PERSONS, FILES A PROPOSAL FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR A CLAIM BEING FRAUDULENT OR ANY FRAUDULENT MEANS OR DEVICES BEING USED BY THE INSURED OR ANY ONE ACTING ON HIS BEHALF TO OBTAIN ANY BENEFIT UNDER THIS POLICY/ OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH WILL RENDER THE POLICY VOIDABLE AT THE INSURANCE COMPANY'S SOLE DISCRETION AND RESULT IN A DENIAL OF INSURANCE BENEFITS OF A CLAIM IS IN ANY RESPECT FRAUDULENT, OR IF ANY FRAUDULENT OR FALSE PLAN, SPECIFICATION, ESTIMATE, DEED, BOOK, ACCOUNT ENTRY, VOUCHER, INVOICE OR OTHER DOCUMENT, PROOF OR EXPLANATION IS PRODUCED, OR ANY FRAUDULENT MEANS OR DEVICES ARE USED BY THE INSURED, POLICYHOLDER, BENEFICIARY, CLAIMANT OR BY ANYONE ACTING ON THEIR BEHALF TO OBTAIN ANY BENEFIT UNDER THIS POLICY, OR IF ANY FALSE STATUTORY DECLARATION IS MADE OR USED IN SUPPORT THEREOF, OR IF LOSS IS OCCASIONED BY OR THROUGH THE PROCUREMENT OR WITH THE KNOWLEDGE OR CONNIVANCE OF THE INSURED, POLICYHOLDER, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY ARE FORFEITED.

2. 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, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

3. Records to be maintained

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.

4. No constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be construed as notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

5. Notice of charge etc.

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the Company.

6. Governing Law

The construction, interpretation and meaning of the provisions of the Policy shall be determined in accordance with Indian Law.

7. Special Provisions

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

8. Entire Contract

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy.

9. Territorial limits

This Policy covers insured events arising during the Policy Period only. The Company's liability to make any payment shall be to make payment within India and in Indian Rupees only.

10. Right to inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed on that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain the correctness thereof or the liability of the Company under the Policy.

11. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured, or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

12. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit such dispute to a Court of competent jurisdiction and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

13. Arbitration clause

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 to the dispute/difference, 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. Arbitration shall be conducted under and 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.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as hereinbefore 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/ arbitrators of the amount of the loss or damage shall be first obtained.

14. Renewal notice

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

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.

Notwithstanding the provisions of clause 15, 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.

15. Due Observance

The due observance and fulfilment of the terms, provisions, warranties and conditions of and endorsements to this Policy in so far as they relate to anything to be done or complied with by the Insured and/or the Insured's Family shall be a condition precedent to any liability of the Company to make any payment under this Policy.

16. The Insured Person

Should understand that if a proposal has been completed for this insurance, then all statements and all particulars provided in such proposal, and any attachments thereto are true, accurate and complete and are material to the Company's decision to provide this insurance. The Insured Person further should understand that the Company has issued this Policy in reliance upon the truth of such statements and particulars which are deemed to be incorporated into and constitute a part of this Policy, are the basis of this Policy and are material to the Underwriter's acceptance of this risk.

17. ***Fraud Warning: ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD THE COMPANY OR OTHER PERSON, FILES A PROPOSAL FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH WILL RENDER THE POLICY VOIDABLE AT THE COMPANY'S SOLE DISCRETION AND RESULT IN A DENIAL OF INSURANCE BENEFITS.***

IF A CLAIM IS IN ANY RESPECT FRAUDULENT, OR IF ANY FRAUDULENT OR FALSE PLAN, SPECIFICATION, ESTIMATE, DEED, BOOK, ACCOUNT ENTRY, VOUCHER, INVOICE OR OTHER DOCUMENT, PROOF OR EXPLANATION IS PRODUCED, OR IF ANY FRAUDULENT MEANS OR DEVICES ARE USED BY THE INSURED PERSON, POLICYHOLDER, BENEFICIARY, CLAIMANT

OR BY ANYONE ACTING ON THEIR BEHALF TO OBTAIN ANY BENEFIT UNDER THIS POLICY, OR IF ANY FALSE STATUTORY DECLARATION IS MADE OR USED IN SUPPORT THEREOF, OR IF LOSS IS OCCASIONED BY OR THROUGH THE PROCUREMENT OR WITH THE KNOWLEDGE OR CONNIVANCE OF THE INSURED PERSON, POLICYHOLDER, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY ARE FORFEITED

18. Reasonable Care

The Insured and Family members shall:

Take all reasonable steps to safeguard the Contents and the Insured Premises against any insured event;

Take all reasonable care and precautions to prevent accident, loss or damage and to act prudently to minimize any claim arising out of an insured peril. The Insured and Family members shall also take within their control to avert occurrence of insured peril, to protect the subject matter of insurance.

Ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;

When the Insured Premises are left unattended ensure that all means of entry to or exit from the Insured Premises have been properly and safely secured and any security system or aid has been properly deployed.

19. Duties and Obligations after Occurrence of an Insured Event

It is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rise to or likely to give rise to a claim under this Policy:

The Insured shall immediately and in any event within 15 days give written notice of the same to the Company at the address shown in the Schedule for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief; and

In respect of Sections III B, and any other claim under any other Section as maybe specifically advised by the Company, immediately lodge a complaint with the appropriate Police Authorities detailing the items lost and/or damaged and in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company. The Insured shall also take all practicable steps to enable the person accused of such theft to be apprehended by the appropriate authorities as per law and to recover the property stolen, and

The Insured shall within 15 days after the loss or damage or such further time as the Company may allow, deliver a completed claim form in writing detailing as particular an account as may be reasonably practicable of the loss or damage that has occurred and an estimate of the quantum of any claim (not including profit of any kind) along with all documentation required to support and substantiate the amount sought from the Company. Particulars of all other insurances, if any, shall also be furnished, and

The Insured shall at all the times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this condition have been complied with.

20. Contribution

If, at the time of any claim, there is, or but for the existence of this Policy, would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such claim, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

21. Subrogation

The Insured and any claimant acting on behalf of the Insured under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon the Company 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 damage.

In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim here under and such claim shall not within 12 (twelve) calendar months from the date of the 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.

22. Cancellation: This insurance may be terminated at any time at the request of the Insured, on 15 days' notice, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The short period scales shall be as follows:

Table of Short Period Scales	
Period of Risk	Premium to be retained (% of the Annual Rate).
Upto 1 Month	25% of the annual rate premium
Upto three months	50% of the annual rate premium
Upto six months	75% of the annual rate premium
Exceeding six months	Full annual rate.

23. In the event the Insured Person(s) having multiple Cards issued by the Insured named in the Schedule, the Insurance Policy shall be applicable only for the Card, which has the highest Sum Insured / limit of Indemnity.

24. Every notice and other communication to the Company required by these conditions must be written and be addressed to the Company at its corporate office address as follows:
HDFC ERGO General Insurance Company Limited
6th Floor, Leela Business Park, Andheri-Kurla Road,
Andheri (East), Mumbai 400 059.

25. Claim Settlement

The Company will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the company decides to reject a claim made under this policy, the Company shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

GENERAL EXCLUSIONS

The Company shall not be liable for:

- 1) Damage directly or indirectly occasioned by or happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, Rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, civil commotion or loot or pillage in connection herewith.
- 2) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to nuclear weapons material by or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission)
- 3) Damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
- 4) Any legal liability of whatever nature, directly or indirectly caused by or contributed to by or arising from ionising radiation of or contamination by radio activity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel or any weapon having nuclear components.
- 5) Loss of interest, delay and loss of market.

SCOPE OF COVER

SECTION I - CARD LIABILITY COVER

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured/Insured Person(s) a sum not exceeding the Sum Insured / Limit of Liability, unless otherwise agreed by the Company, in respect of the debits or transactions established against the Insured/ Insured Person(s) resulting only from the unauthorized use of any lost or stolen Card issued by the Insured named in the Schedule and the subsequent use of such lost or stolen Card by any unauthorized person. The excess/deductible as stated in the Policy schedule shall apply to the limit of liability.

Specific Conditions applicable to Section I

- 1) The cover under Card Liability Cover shall be applicable only for certain number of days prior to reporting the loss of Card (pre-reporting period) and certain number of days post reporting of loss of card as mentioned in the schedule.

Specific Exclusions applicable to Section I

The company will not make any payment in respect of:

- 1) Any loss or damage arising out of any Card transactions which have occurred after the loss of Card has been reported to the Insured named in the Schedule and not covered under the scope of the special conditions under section I above, unless specifically agreed by the Company in writing.
- 2) Debits established against the Insured Person(s) resulting from the use of counterfeit Card (which shall mean a Card which has been embossed or printed so as to pass off as a Card issued by the Bank). Counterfeit Card shall mean a Card which has been embossed or printed so as to pass off as a Card issued by the Bank named in the Schedule or a Card duly issued by the Insured named in the Schedule which is subsequently altered or modified or tampered with without consent of the Insured named in the Schedule.
- 3) Losses sustained by the Insured Person(s) resulting directly or indirectly from any fraudulent or dishonest acts committed by Insured Person(s)'s employee, acting alone or in collusion with others in respect of the Card.
- 4) Losses sustained by the Insured Person(s) through forgery or alteration of or on or in any written instrument required in conjunction with any Card.
- 5) Losses resulting from any Card issued without making a proper application to the Insured named in the Schedule. However, this exception will not apply in respect of replacement of a Card which has been previously issued by the Insured named in the Schedule.
- 6) Losses arising out of use of the Card by the Insured Person(s) with intent to defraud the Insured named in the Schedule.
- 7) Losses, which the Insured named in the Schedule is legally entitled to recover from the Insured Person(s), or the corporate or other legal entity agreeing to honour Card expenses incurred by the Insured Person(s).
- 8) In case of cancellation of purchases of products or services, if the amount refunded is not credited to the Original Source of Booking then the insurance company will not make payment for any claim arising as a consequence of this to the Insured / Insured Person(s).

Specific Claims Provisions applicable to Section I

- 1) Upon the happening of any event which may give rise to a claim under this policy, the Insured / Insured Person(s) named in the Schedule, shall immediately give written notice to the Company with full particulars as far as possible.
- 2) If the Insured / Insured Person(s) shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claims hereunder shall be forfeited.
- 3) The Insured named in the Schedule shall maintain proper and up-to-date record of the Insured Person(s) and shall allow the Company to inspect such records at any time, subject to the confidentiality obligations of the Insured. Also, at all points of time during the currency of the Policy, the Insured named in the Schedule is to ensure that adequate premium is paid to the Company to ensure that this Policy applies to cover all the Cardholders of the Insured. If, at any point of time, the required premium is not paid to the Company to cover the Cardholders of the Insured, the Cardholders in respect of whom the premium is not received by the Company from the Insured Person(s) shall be treated as not covered under this Policy.
- 4) The Insured / Insured Person(s) shall at his own expenses take all reasonable precautions to prevent loss at all times and adhere and shall keep records of all transactions in such manner that the Company can accurately determine on basis of these records, the amount of loss.
- 5) This policy shall not cover any loss or damage which at the time of happening of such loss or damage is insured by any other existing policy of Insurance, except in respect of excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.
- 6) Losses arising out of debits raised and established against the Insured Person(s) after receipt of List of Stolen Cards by the Member establishments of the Insured, with whom the Insured has an Acquiring Bank relationship, are not payable.
- 7) On payment of a claim by the Company, the total amount of indemnities and the indemnity amount per Cardholder will stand reduced by the amount of claim paid, unless the same is reinstated on payment of additional premium 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 Center (Toll free helpline)
1800 2700 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 East, 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 East, 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

Names of Ombudsman and Addresses of Ombudsmen Centers

Office Details	Jurisdiction of Office Union Territory, District)	Date Of Taking Charge
<p>AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in (mailto:bimalokpal.ahmedabad@ecoi.co.in)</p>	<p>Gujarat, Dadra & Nagar Haveli, Daman and Diu.</p>	03/10/2019
<p>BENGALURU - Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in (mailto:bimalokpal.bengaluru@ecoi.co.in)</p>	<p>Karnataka.</p>	23/04/2018
<p>BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in (mailto:bimalokpal.bhopal@ecoi.co.in)</p>	<p>Madhya Pradesh Chattisgarh.</p>	24/05/2018
<p>BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in (mailto:bimalokpal.bhubaneswar@ecoi.co.in)</p>	<p>Orissa.</p>	11/09/2019
<p>CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in (mailto:bimalokpal.chandigarh@ecoi.co.in)</p>	<p>Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.</p>	16/04/2018
<p>CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in (mailto:bimalokpal.chennai@ecoi.co.in)</p>	<p>Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).</p>	03/05/2018

Office Details	Jurisdiction of Office Union Territory, District)	Date Of Taking Charge
DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in (mailto:bimalokpal.delhi@ecoi.co.in)	Delhi.	12/09/2019
GUWAHATI - Shri Kiriti .B. Saha Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in (mailto:bimalokpal.guwahati@ecoi.co.in)	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	02/05/2018
HYDERABAD - Shri I. Suresh Babu Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in (mailto:bimalokpal.hyderabad@ecoi.co.in)	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.	11/06/2018
JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in (mailto:bimalokpal.jaipur@ecoi.co.in)	Rajasthan.	13/04/2018
ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in (mailto:bimalokpal.ernakulam@ecoi.co.in)	Kerala, Lakshadweep, Mahe-a part of Pondicherry.	07/11/2018

Office Details	Jurisdiction of Office Union Territory, District)	Date Of Taking Charge
<p>KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in (mailto:bimalokpal.kolkata@ecoi.co.in)</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>	30/09/2019
<p>LUCKNOW -Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in (mailto:bimalokpal.lucknow@ecoi.co.in)</p>	<p>Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>	11/09/2019
<p>MUMBAI - Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in (mailto:bimalokpal.mumbai@ecoi.co.in)</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>	04/05/2018
<p>NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in (mailto:bimalokpal.noida@ecoi.co.in)</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>	17/09/2019
<p>PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in (mailto:bimalokpal.patna@ecoi.co.in .)</p>	<p>Bihar, Jharkhand.</p>	09/10/2019
<p>PUNE - Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in (mailto:bimalokpal.pune@ecoi.co.in)</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>	03/12/2019