

MICRO INSURANCE – GRAMIN SURAKSHA BIMA POLICY – RETAIL

PREAMBLE

1.1 WHEREAS the INSURED PERSON designated in the Schedule hereto has by a Proposal and declaration dates as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein, applied to HDFC Ergo General Insurance Company Limited (hereinafter called the Company) for the insurance set forth and has paid premium as consideration for such insurance.

SECTION I

1.2 If the **INSURED PERSON** shall sustain any bodily injury resulting solely and directly from accident caused by outward, violent and visible means then the Company shall pay to the **INSURED PERSON** the sum hereinafter set forth that is to say:

- a) if such injury shall within twelve Calendar months of its occurrence be the sole and direct cause of death of an **INSURED PERSON**, the Capital Sum Insured stated in the Schedule hereto.
- b) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of both eyes or both hands or both feet or of the actual loss of one *eye and such loss of one of the two entire hands or two entire feet, or of one entire hand and one entire foot*, or of such loss of sight of one eye and such loss of one entire hand or such loss of one entire foot of an **INSURED PERSON**, the **Capital Sum Insured** stated in the Schedule hereto.
- c) If such injury shall within twelve calendar months of the occurrence be the sole and direct cause of the total and irrecoverable loss of sight of one eye, or of the actual loss of one entire hand or one entire foot of an **INSURED PERSON**, **Fifty percent (50%)** of the Capital Sum Insured stated in the Schedule hereto.
- d) If such injury shall as a direct consequence thereof immediately, permanently totally and absolutely disable the **INSURED PERSON** from engaging in any employment or occupation of any description whatsoever, the **Capital Sum Insured stated in the Schedule**.
- e) **DEPENDENT CHILD EDUCATION BENEFIT:** In the event of death or permanent total disablement of the **INSURED PERSON due to an accident** as defined in the policy, the Company shall, upon receipt of additional premium, pay as an **Education Grant to the dependent children below twenty-one (21) years of age who are undertaking studies:**
 - 1. If one dependent child: a sum of Rs.5,000/-
 - 2. If two dependent children: a sum of Rs.10,000/-The maximum compensation payable under the Dependent Child Education Benefit shall not exceed Rs.10000/- in respect of an **INSURED PERSON**.
- f) **DEPENDENT GIRL CHILD WEDDING BENEFIT:** In the event of death or permanent total disablement of the **INSURED PERSON due to an accident** as defined in the policy, upon receipt of additional premium, the Company shall pay for the Wedding of a dependent girl child below twenty-one (21) years an amount of Rs. 5,000/-. The maximum compensation payable under the Dependent Girl Child Wedding Benefit shall not exceed Rs.5,000/- in respect an **INSURED PERSON**.

Where the dependent girl child is less than **18** years of age, the compensation shall be in the form of a Bank Deposit in favour of the minor / legal guardian which shall mature on the date of her attaining *the age of 18 years*.

SECTION 2

DEFINITIONS

As used in this Policy, unless otherwise noted, the singular of any definition includes the plural, and the plural of any definition includes the singular.

- 1) **Accident or Accidental** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2) **Alternative treatments** are forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.
- 3) **Any one illness** means continuous Period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken.
- 4) **Bodily Injury** means physical, external, **Accidental** bodily injury occurring suddenly in time and resulting solely and independently of any other cause or any physical defect or infirmity existing before the **Period of Insurance**.
- 5) **Cashless facility** means a facility extended by the insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the insurer to the extent pre-authorization approved.
- 6) **Capital Sum Insured** means the amount stated in the Policy Schedule as such or limited to the specific insurance details in any Section of this Policy. The **Capital Sum Insured** shall be subject at all times to the terms and conditions of the Policy, including but not limited to the exclusions and any *additional limitations noted in the wording of each Section*.
- 7) **Company** means HDFC ERGO General Insurance Company Limited.
- 8) **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- 9) **Congenital Anomaly** refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
 - a. **Internal Congenital Anomaly** which is not in the visible and accessible parts of the body.
 - b. **External Congenital Anomaly** which is in the visible and accessible parts of the body.
- 10) **Contribution** is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.
- 11) **Co-payment** is a cost-sharing requirement under a health insurance policy that provides that the policyholder/insured will bear a specified percentage of the admissible costs. A co-payment does not reduce the sum insured.
- 12) **Cumulative Bonus** shall mean any increase in the Sum Insured granted by the insurer without an associated increase in premium.
- 13) **Hospitalization** means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.
- 14) **Day Care Centre-** A day care centre means any institution established for day care treatment of illness and/or injuries or a medical setup within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under—
 - has qualified nursing staff under its employment;
 - has qualified medical practitioner/s in charge;
 - has a fully equipped operation theatre of its own where surgical procedures are carried out;
 - maintains daily records of patients and will make these accessible to the insurance company's authorized personnel.

15) **Dental Treatment-** Dental treatment is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.

16) **Day Care Treatment-** Day care treatment refers to medical treatment, and/or surgical procedure which is:

- a. Undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
- b. Which would have otherwise required a hospitalization of more than 24 hours.

Treatment normally taken on an out-patient basis is not included in the scope of this definition

17) **Disclosure of Information Norm-** The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

18) **Deductible** means an amount stated in the Schedule as a percentage, or a fixed amount, which will be deducted from the **Compensation** for a specific benefit, or a period of time for which the **Company** will not pay any benefit. A deductible is a cost-sharing requirement under a insurance policy that provides that the Insurer will not be liable for a specified rupee amount or percentage, of the covered expenses, which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured.

19) **Dependent Child** means an unmarried dependent child ordinarily residing with the **Insured Person** between the ages of ten (10) years and up to and including the age of eighteen (18) years, or up to and including the age of twenty-one (21) years if in full time education at an accredited tertiary institution at the time of the **Date of Loss**, including legally adopted and step-children, of an **Insured Person** or the **Spouse** of an **Insured Person**, who is financially dependent on the primary insured or proposer and does not have his / her independent sources of income

20) **Domiciliary Hospitalisation**

Domiciliary hospitalization means medical treatment for an illness/disease/injury which in the normal course would require care and treatment at a hospital but is actually taken while confined at home under any of the following circumstances:

- the condition of the patient is such that he/she is not in a condition to be removed to a hospital, or
- the patient takes treatment at home on account of non availability of room in a hospital.

21) **Emergency care** means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person's health.

22) **Grace period** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre existing diseases. Coverage is not available for the period for which no premium is received.

23) A **hospital** means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

24) **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

a) **Acute condition** - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.

b) **Chronic condition** - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups,

and / or tests—it needs ongoing or long-term control or relief of symptoms—it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.

25) **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

26) **Inpatient care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

27) **Insured Person** means anyone with age of eighteen (18) years and above and aged sixty (60) years old or younger, except when the Company, at its sole discretion, accepts anyone over 80 years old, for whom premium has been paid and who is identified in Item 6 of the Schedule as an Insured Person.

28) **Intensive Care Unit-** Intensive care unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

29) **Maternity expenses shall include—**(a). Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization).(b). Expenses towards lawful medical termination of pregnancy during the policy period.

30) **Medical Advice** means any consultation or advice from a Medical Practitioner / Physician including the issue of any prescription or repeat prescription.

31) **Medical Expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

32) **Medically necessary** treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

- is required for the medical management of the illness or injury suffered by the insured;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a medical practitioner,
- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

33) **Medical Practitioner/Physician-** is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.

The term MEDICAL PRACTITIONER includes qualified physicians, specialists and surgeons other than:

- a. an INSURED PERSON under this policy;
- b. an INSURED PERSON'S employer or business partner;
- c. an employee of the POLICYHOLDER; or
- d. an IMMEDIATE FAMILY MEMBER of the INSURED PERSON. For purposes of this definition only, the term IMMEDIATE FAMILY MEMBER shall not be limited to natural persons resident in the same country as the INSURED PERSON. IMMEDIATE FAMILY MEMBER means an INSURED PERSON'S Spouse; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; step or adopted children; step-parents; aunts, uncles; nieces, and nephews, who reside in the same country as the INSURED PERSON.

34) **Medical Treatment** means a Physician's Medical Advice, treatment, consultations, and prescribed or remedial attention.

35) **Network Provider** means hospitals or health care providers enlisted by an insurer or by a TPA and insurer together to provide medical services to an insured on payment by a cashless facility.

36) **Newborn baby** means baby born during the Policy Period and is aged between 1 day and 90 days, both days inclusive.

- 37) **Non-Network** Any hospital, day care centre or other provider that is not part of the network.
- 38) **Notification of claim** is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.
- 39) **Period of Insurance** means the Operative Time stated in the Schedule, commencing on or after the Policy Effective Date and terminating on or before the Policy Expiration Date.
- 40) **Permanent Total Disablement** means disablement, as the result of a Bodily Injury, which:
- a) continues for a period of twelve (12) consecutive months, and
 - b) is confirmed as total, continuous and permanent by a Physician after the twelve (12) consecutive months, and
 - c) entirely prevents an Insured Person from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his/her life.
- 41) **Policyholder** means the entity or person named as such in the Schedule.
- 42) **Portability** means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another
- 43) **Pre-Existing Disease-** Any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first policy issued by the insurer.
- 44) **Pre-hospitalization Medical Expenses-** Medical Expenses incurred immediately before the Insured Person is Hospitalised, provided that:
- i. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and
 - ii. The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.
- 45) **Post-hospitalization Medical Expenses-** Medical Expenses incurred immediately after the insured person is discharged from the hospital provided that:
- i. Such Medical Expenses are incurred for the same condition for which the insured person's hospitalization was required and
 - ii. The inpatient hospitalization claim for such hospitalization is admissible by the insurance company.
- 46) **Qualified nurse** is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.
- 47) **Reasonable and Customary Charges'** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved.
- 48) **Renewal** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.
- 49) **Room rent** Means the amount charged by a hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.
- 50) **Surgery or Surgical Procedure** means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.
- 51) **OPD treatment** is one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient
- 52) s payable by the Policyholder to the Insured Person at the time of the Date of Loss. For weekly paid Insured Persons, the Salary will be calculated by taking the average gross weekly basic salary of the Insured Person for the thirteen (13) weeks prior to the Date of Loss and multiplying this amount by fifty-two (52).
- 53) **Subrogation** shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

54) **Sum Insured** means the amount stated in the Table of Benefits in the Schedule as the Total Sum Insured, or limited to the specific insurance details in any Section of this Policy.

The amounts shown in the Item 6 of the Schedule are the Total Sums Insured for each Insured Person for the particular benefit shown, subject at all times to the terms and conditions of the Policy, including but not limited to the exclusions and any additional limitations noted in the wording of each Section.

The Total Sum Insured is a sublimit of liability. It is part of, and not in addition to the Accumulation Limit stated on the Schedule, if any. It further reduces, and does not increase, the Accumulation Limit stated on the Schedule.

55) **Surgery or Surgical Procedure** means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.

56) **Unproven/Experimental treatment**- Treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

SECTION 3

GENERAL CONDITIONS

1. The policy, the schedule, the proposal form, riders, endorsements and any memorandum shall constitute 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.
2. Upon the happening of any event which may give rise to a claim under this policy the **INSURED PERSON** shall forthwith give notice thereof to the Company. Unless reasonable cause is shown, the **INSURED PERSON** should within one Calendar month after the event which may give rise to a claim under the policy, give written notice to the Company with full particulars of the claim.
3. Every *notice, communication or intimation required or contemplated under this policy to be given by* the **INSURED PERSON** or anyone on behalf of the **INSURED PERSON** in respect of any claim or **matter arising** under or out of this policy shall be in writing and addressed to the Company's office through which this insurance is effected or the Company's corporate office currently located at

HDFC ERGO General Insurance Company Limited

1st Floor, HUL House, H.T. Parekh Marg,

165-166 Backbay Reclamation,

Churchgate, Mumbai- 400020

Tel.: 91 22 66383600. Fax: 91 22 66383699

, unless otherwise directed by the Company in writing. No such notice, communication or intimation shall be valid unless it contains full particulars of the policy, the **INSURED PERSON** and other details as may be necessary

4. This Policy shall be governed by the laws of India and Indian courts alone shall have jurisdiction in any dispute arising hereunder.
5. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the **INSURED PERSON** for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject of a suit in a court of law, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Where proposal forms are not received, information obtained from the **INSURED PERSON** whether orally or otherwise is captured in the policy document. The **INSURED PERSON** 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.

7.Free Look Period : You have a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of this Policy. If you have any objections to any of the terms and conditions, You have the option of cancelling the Policy stating the reasons for cancellation and You will be refunded the premium paid by You after adjusting the amount spent on any medical check-up, stamp duty charges and proportionate risk premium. You can cancel your Policy only if You have not made any claim under the Policy. All your rights under this Policy will immediately stand extinguished on the free look cancellation of the Policy. Free look provision is not applicable and is not available at the time of renewal of Policy.

8Termination : You may terminate this Policy any time by giving Us written notice. The cancellation shall be from the date of receipt of such written notice. If no claim has been made under the policy, then We will refund premium in accordance with table below. However, there will be no refund of premium if you have made a claim, or you are entitled to make any claim under this Policy.:

Period of risk	Rate of premium to be charged
Upto 1 month	¼ of the annual rate
Upto 3 months	½ of the annual rate
Upto 6 months	¾ of the annual rate
Exceeding 6 months	Full annual rate

The Company may cancel this Policy on grounds of misrepresentation, fraud, non disclosure of material facts, non cooperation by POLICY HOLDER, INSURED PERSON or anyone acting on POLICY HOLDER's behalf or on the behalf of INSURED PERSON. Such cancellation of the policy will be from inception date or the renewal date (as the case may be) upon 30 days notice and by sending an endorsement in this regard at your address shown in the schedule without refund of any premium.

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

10.Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any

medical or other agent of the Company shall be allowed to examine the **INSURED PERSON** on the occasion of the alleged injury or disablement whenever and as often as the same may reasonably be required on behalf of the Company and in the event of death to conduct a post mortem examination of the **INSURED PERSON** and such evidence as the Company may from time to time require shall be furnished within the period of 14 days after demand in writing. Provided that in the case of a claim by death or permanent total disablement, all sums will be payable only on the delivery of this

policy
appropriately cancelled and discharged.

Portability:

Any Insured Person in the policy has the option to migrate to any health insurance policy available with us at the time of renewal subject to underwriting with all the accrued continuity benefits such as cumulative bonus, waiver of waiting period etc. provided the policy has been maintained without break as per portability guidelines.

11. Upon settlement of the claim made by the INSURED PERSON, the Company shall be entitled to any amount paid by or recoverable from anyone on any ground whatsoever and shall be received or recovered by the Company. The INSURED PERSON and all persons claiming on behalf of the INSURED PERSON shall give to the Company all necessary information and assistance to enable the Company to **secure** and recover such amount including subrogation. The Company shall, if necessary, be entitled to sue at its own expense in the name of the INSURED PERSON or persons claiming on behalf of the INSURED PERSON for recovery of such amounts from such persons as may be liable. In the event of any such payment being received by the INSURED PERSON directly or by persons on behalf of the INSURED PERSON, it shall be made over by him to the Company forthwith.

12. 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.

13. Notices Any notice, direction or instruction given under this Insured shall be in writing and delivered by hand, post, or facsimile to:

In case of the Insured, at the address specified in the Schedule.

In case of the Company at:

HDFC ERGO General Insurance Company Limited

1st Floor, HUL House, H.T. Parekh Marg,

165-166 Backbay Reclamation,

Churchgate, Mumbai- 400020

Tel.: 91 22 66383600. Fax: 91 22 66383699

Such notices shall be effective on the date of receipt.

14. Renewal : This policy shall ordinarily be renewable for life only by mutual consent except for grounds such as misrepresentation, fraud, moral hazard or non co-operation by the Insured and subject to payment in advance of the total premium at the rate in force at the time of renewal and subject to the policy is renewed within the Grace period of 30 days from date of Expiry. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid

SECTION 4

GENERAL EXCLUSIONS

PROVIDED ALWAYS that this Policy does not cover (unless expressly agreed to by the Company in writing):

a) Compensation to the **INSURED PERSON** under more than one of the sub-causes (a), (b), (c), or (d) of section 5 in respect of same injury or disablement.

b) Payment of compensation in respect of injury or disablement of the **INSURED PERSON** directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of issue of this Policy.

c) Payment of compensation in respect of death, injury or disablement of the **INSURED PERSON**

(i) from intentional self-injury, suicide, or attempted suicide

(ii) whilst under the influence of intoxicating liquor or drug

(iii) directly or indirectly caused by Venereal Disease(s), AIDS, or insanity

(iv) arising or resulting from committing any breach of the law with criminal intent

(v) *Whilst* engaging in aviation or ballooning or whilst mounting into, dismounting from any balloon or travelling in aircraft other than as a passenger (fare-paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world or engaging in hazardous sports of any kind whatsoever.

d) Payment of compensation in respect of death, injury or disablement of the **INSURED PERSON** attributable directly or indirectly to:

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

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

(ii) Ionising radiation or contamination by radioactivity from any source whatsoever. (iii) Nuclear weapons material.

e) The policy shall not cover death or disablement directly or indirectly caused by, contributed to, or aggravated by, or prolonged by child birth or from pregnancy or as a consequence thereof.

Provided also *that due observance and fulfilment of terms and conditions of this policy* (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to anything to be done or not to be done by the **INSURED PERSON** shall be a condition precedent to any liability of the Company under this policy.

SECTION 5

e)

f)

g)

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 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 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

LIST OF INSURANCE OMBUDSMEN

Office of Ombudsman	the	Contact Details	Areas of Jurisdiction
AHMEDABAD		Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, 5, Navyug Colony, Nr. C.U. Shah College, Ashram Road,	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu

	<u>AHMEDABAD-380 014.</u> Tel.:- 079-27546150 / 139 Fax : 079-27546142 Email ins.omb@rediffmail.com	
BHOPAL	Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2 nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, <u>BHOPAL(M.P.)-462011</u> Tel.:- 0755-2769200/201/202 Fax : 0755-2769203 Email bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, <u>BHUBANESHWAR-751 009.</u> Tel.:- 0674-2596455 / 2596461 Fax : 0674-2596429 Email ioobbsr@dataone.in	Orissa
CHANDIGARH	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, <u>CHANDIGARH-160 017.</u> Tel.:- 0172-2706468 / 5861 Fax : 0172-2708274 Email ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet,	Tamil Nadu, UT- Pondicherry Town and Karaikal (which are part of UT of Pondicherry)

	<u>CHENNAI-600 018.</u> Tel.: 044-24333668 /664 / 678 Fax : 044-24333664 Email chennaiinsuranceombudsman@gmail.com	
NEW DELHI	Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <u>NEW DELHI-110 002.</u> Tel.: 011-23239611 /7539 /7532 Fax : 011-23230858 Email iobdelraj@rediffmail.com	Delhi & Rajasthan
GUWAHATI	Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, <u>GUWAHATI-781 001 (ASSAM).</u> Tel.: 0361-2131307 Fax : 0361-2732937 Email ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <u>HYDERABAD-500 004.</u> Tel : 040-23325325 /23312122 Fax: 040-23376599 Email insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
KOCHI	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg.,	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT

	Opp. Cochin Shipyard, M.G. Road, <u>ERNAKULAM-682 015.</u> Tel : 0484-2358759 /2358734 /9338 Fax : 0484-2359336 Email iokochi@asianetindia.com	of Pondicherry
KOLKATA	Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue, <u>Kolkatta – 700 072.</u> Tel: 033 22124346 /39 Fax: 033 22124341 Email:iombsbpa@bsnl.in	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
LUCKNOW	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 th Floor, Nawal Kishore Road, Hazaratganj, <u>LUCKNOW-226 001.</u> Tel : 0522 -2201188 /31330 /1 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI	Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <u>MUMBAI-400 054.</u> Tel : 022-26106928 /360 /6552 /6960 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com	Maharashtra , Goa

