



Micro Insurance - Group Personal Accident Insurance

PREAMBLE

WHEREAS the **Policyholder** named in the Schedule has applied to HDFC ERGO General Insurance Company Limited (hereinafter called "the **Company**") for the insurance herein contained, the **Company** agrees subject to:

1. any proposal or other information supplied by or on behalf of the **Insured Person**:
 - 1.1. disclosing all facts and circumstances known to the **Insured Person** that are material to the assessment of the risks insured hereby, and
 - 1.2. forming the basis of this insurance, and
2. the Insured having paid the premium on or before the due date thereof

to grant such insurance to the Insured subject to the terms, conditions, provisions and exclusions set out in this Policy or as contained in any endorsement that may be issued.

SECTION 2 GENERAL CONDITIONS

- 1) This Policy shall be governed by the laws of India and, except as otherwise provided in Section 4(8) of this Policy, the Indian courts alone shall have jurisdiction in any dispute arising hereunder.
- 2) This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by any or on behalf of the **Insured Person** of any material particular.
- 3) **Insured Persons** shall take all reasonable precautions to prevent **Accidents** and to avoid **Sickness** and shall comply with all statutory requirements, as a condition precedent to the **Company's** liability hereunder.
- 4) Where the **Insured Person** is required in Terms of this Policy to perform any act or comply with any obligation timely performance or compliance shall be a condition precedent to the **Company's** liability hereunder.
- 5) Insurance in respect of an **Insured Person** will begin under this Policy 00.00 a.m. on the **Day** after (or a future date that has been agreed upon by the **Insured** and the **Company**) when all of the following are true:
 - a) the **Insured Person** is eligible to be insured;
 - b) the required premium has been paid to the **Company**; and
 - c) the **Company** has approved the **Insured Person's** proposal for this insurance.
- 6) This Policy may be cancelled at the request of the **Policyholder** by thirty (30) **Days** notice given in writing to the **Company** and the premium paid shall be adjusted on the basis of the **Company** retaining a minimum of twenty-five percent (25%) of the annual premium or earned premium



calculated pro-rata, whichever is the higher. No refund will be made for such **Insured Person** for whom a claim has been paid or admitted by the **Company**.

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.

- 7) This Policy shall automatically insure all present and new **Insured Persons** upon their date of employment subject to notification by the **Policyholder** to the **Company** of the employee strength and payment of additional premium for the increase in the employee strength.
- 8) Insurance in respect of an **Insured Person** shall immediately terminate on the earliest of the following dates:
 - a) the date that the Policy is terminated;
 - b) the date that the Total **Sum Insured** is paid for covered loss under Section 6 (Accidental Death), Section 7 (Permanent Disablement) or any of the Hospital Cash sections of the Policy;
 - c) the date that an **Insured Person** is no longer an employee of the **Policyholder**; or
 - d) in respect of **Immediate Family** , the date that such person ceases to be the **Insured Person's Immediate Family Member**.
- 9) The **Policyholder** and **Insured Person** 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 material to the **Company's** decision to provide this insurance. The **Policyholder** and **Insured Person** further understand that the **Company** has issued this Policy in reliance upon the truth of such statements and particulars.
- 10) This policy shall ordinarily be renewable for life only by mutual consent except for grounds such as mis-representation, 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.
- 11) 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.

- 12) The **Policyholder** shown in Item 1 of the Schedule is responsible for the collection and remittance of all premiums. Premiums are due on or prior to the Policy Effective Date shown in Item 2 of the Schedule and,

In the case of a premium payable in installments, at a fixed frequency as shown in Item 7 of the schedule, on or before the end of each frequency interval from the Policy Effective Date, which may be a month, a quarter, a six month period or any other frequency period agreed to between the **Policyholder** and the **Company**.

Timely payment of all premium due in full is a condition precedent to the **Company's** liability under this Policy.

Under the installment option, in the event that the initial premium charged is not paid, this Policy shall be deemed to have been void from the intended effective date of insurance.

Provided one or more premium installment has been paid, non-payment of any subsequent **Premium Installment** shall terminate the Policy as of the due date of such unpaid **Premium Installment**.

- 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) Valuation and Foreign Currency: All premiums, benefit amounts, loss, **Sums Insured** and other amounts under this Policy are expressed and payable in Indian currency. If judgment is rendered, settlement is denominated or any



benefit, **Sum Insured** or element of loss is stated in a currency other than Indian Rupees, then payment under this Policy shall be made in Indian Rupees at the rate of exchange published by the Reserve Bank of India on the date the final judgement is entered, the amount of settlement is agreed upon or any benefit, **Sum Insured** or element of loss is due, respectively.

- 15) **Portability:** Individual members including the family members covered under this group personal accident insurance policy shall have the right to migrate from such group policy to a suitable individual personal accident insurance policy offered by the Company only in cases of the employee leaving the group on account of retirement/resignation.

SECTION 3

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) **Accumulation Limit** means the maximum amount payable by the **Company** in respect of any one **Accident**, irrespective of the number of **Insured Persons** involved in such **Accident**. In the event that an **Accident** occurs which results in insurable losses under this Policy and which ordinarily would mean that the **Accumulation Limit** is exceeded, the **Accumulation Limit** amount will be distributed on a proportional basis to all **Insured Persons**, taking into account the maximum **Sums Insured** per Benefit and per **Insured Person**.
- 3) **Alternative treatments** are forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.
- 4) **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.
- 5) **Beneficiary:** In case of death of the **Insured Person**, the **Beneficiary** means, unless stipulated otherwise by the **Insured Person**, the surviving **Spouse** of the **Insured Person**, mentally capable and not divorced, followed by the children recognised or adopted followed by the **Insured Person's** legal heirs or nominee. For all other benefits, the **Beneficiary** means the **Insured Person** himself unless stipulated otherwise.
- 6) **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**.
- 7) **"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.
- 8) **Civil War** means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of



different ethnic, religious or ideological groups. Included in the definition: armed rebellion, revolution, sedition, insurrection, Coup d' Etat, the consequences of Martial law.

- 9) **Close Business Associate** means:
- a) a business associate not a fellow employee of the **Insured Person** where the business relationship with the **Insured Person** is continuous and reliant on each other for the **Insured Person's** business, or
 - b) a business companion who travels with the **Insured Person** for the same business purpose, and whose presence is necessary for the **Insured Person's** business, or
 - c) a fellow employee of the **Insured Person**.
- 10) **Common Carrier** means any land, sea or air conveyance operated under a license issued by a governmental authority having jurisdiction, for the transportation of fare paying passengers and which has fixed, established routes only.
- 11) **Company** means HDFC ERGO General Insurance Company Limited.
- 12) **Compensation** means **Sum Insured**, Total **Sum Insured** or percentage of the **Sum Insured**, as appropriate.
- 13) **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- 14) **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.
- 15) **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.
- 16) **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.
- 17) **Cumulative Bonus** shall mean any increase in the Sum Insured granted by the insurer without an associated increase in premium.
- 18) **Daily Activities** means activities such as, but not limited to, cooking and/or taking of food, discharging of urine and/or faeces, getting dressed or undressed, washing and taking a bath, walking and general living activities.
- 19) **Daily Benefit** means the amount payable for every twenty-four (24) continuous hours an **Insured Person** is in **Hospital** as an in-patient up to the maximum number of **Days** stated in the Schedule
- 20) **Daily Home Allowance** means the amount payable for every twenty-four (24) continuous hours an **Insured Person** is instructed by a **Physician** to complete his/her recovery at home following a payment of the **Daily Benefit**.



21) **Date of Loss:**

- a) for **Accident** means the date of the **Accident**.
- b) for all other benefits means the date the event happened that leads to an alleged claim.
- c) for **Sickness** means the first date of diagnosis or the date the **Insured Person** first became aware of the **Sickness**.

22) **Day** means a continuous period of twenty-four (24) hours.

23) **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.

24) **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.

25) **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

26) **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.

27) **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 an 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.

28) **Dependent Child** means an unmarried dependent child ordinarily residing with the **Insured Person** between the ages of three (3) months 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

29) **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.

30) **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.

31) **Family Accumulation Limit** means the maximum amount payable by the **Company** in respect of any one **Accident**, irrespective of the number of **Insured Persons** from the same **Immediate Family** involved in such **Accident**. In the event that an **Accident** occurs which results in insurable losses under this **Policy** and which ordinarily would mean that the **Family Accumulation Limit** is exceeded, the **Family Accumulation Limit** amount will be distributed on a proportional basis to all Insured Persons from the same **Immediate Family**, taking into account the maximum **Sums Insured** per Benefit and per **Insured Person**.

32) **Foreign War** means armed opposition, whether declared or not between two countries.

33) **Franchise** means an amount stated in the Schedule as a percentage or a fixed amount for which the **Company** will not be responsible if the claim falls below such percentage or fixed amount, or a period of time for which the **Company** will not be responsible unless the period of time has expired.

34) **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.

35) **Hospitalisation** 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.

36) 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.

37) **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.

38) **Immediate Family / 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.

39) **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.

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

41) **Insured Person** means anyone over the age of three (3) months and aged seventy (70) years old or younger, except when the Company, at its sole discretion, accepts anyone over 70 years old, for whom premium has been paid and who is identified in Item 6 of the Schedule as an Insured Person.

42) **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.

43) **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.

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

45) **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.

46) **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.

47) **Medical Practitioner- MEDICAL PRACTITIONER** 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.

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

49) **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.

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

51) **Non-Network** Any hospital, day care centre or other provider that is not part of the network.

52) **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.



- 53) **Operative Time** means the time that the insurance is effective as stated on the Schedule.
- 54) **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.
- 55) **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.
- 56) **Policyholder** means the entity or person named as such in the Schedule.
- 57) **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
- 58) **Premium Installment** means premium payable at a fixed frequency of a month, a quarter, a six month period or any other frequency period agreed to by the Company and the Policy Holder, the period beginning from the Policy Effective Date
- 59) **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.
- 60) **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.
- 61) **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.
- 62) **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.
- 63) **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.



- 64) **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.
- 65) **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.
- 66) **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.
- 67) **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
- 68) **Salary** means the total gross basic annual salary excluding payments for overtime, commission or bonus 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).
- 69) **Serious Injury** or Serious Sickness means Bodily Injury or Sickness certified as being dangerous to life by a Physician.
- 70) **Sickness** means any fortuitous somatic illness or disease but excluding any disease or illness which is, arises out of or is caused by a condition or defect for which medical treatment was recognised, advised, sought out, or should have reasonably sought out, or received at any time before the Period of Insurance.
- 71) **Spouse** means an Insured Person's husband or wife who is recognised as such by the laws of the jurisdiction in which they reside.
- 72) **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.
- 73) **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 8 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 in Item 3 (b) of the Schedule, if any. It further reduces, and does not increase, the Accumulation Limit stated in Item 3 (b) of the Schedule.

- 74) **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.



- 75) **Unproven/Experimental treatment**- Treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.
- 76) **Terrorism** means activities against persons, organisations or property of any nature:
- 1) that involve the following or preparation for the following:
 - a) use or threat of force or violence; or
 - b) commission or threat of a dangerous act; or
 - c) commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
 - 2) when one or both of the following applies:
 - a) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

SECTION 4 GENERAL CLAIMS PROVISIONS

- 1) Written notice of any occurrence which may give rise to a claim under this Policy must be given to the **Company** as soon as practicable and in any case within thirty (30) **Days** after such occurrence. Written Notice of Claim must be given to the **Company** immediately in the case of death, or within thirty (30) **Days** after the **Date of Loss** in all other cases.
- 2) If any treatment, consultation or procedure for which a claim may be made is required in an emergency, then the Company or Our TPA must be informed within 15 days of the beginning of such treatment, consultation or procedure.
- 3) In all other cases, the Company or Our TPA must be informed of any event or occurrence that may give rise to a claim under this Policy within 15 days of occurrence of event..
- 4) All certificates, information and evidence required by the **Company** shall be furnished at no expense to the **Company** and shall be in such form and of such nature as the **Company** may prescribe. When required by the **Company**, at its own expense, the **Insured Person** shall submit to medical examination in respect of any alleged claim that may give rise to a benefit being paid.
- 5) Complete, written proof of loss must be given to the **Company** within sixty (60) **Days** after the **Date of Loss**, or as soon as reasonably possible. The Company may consider the delay in extreme cases of hardship where it is proved to the satisfaction of the Company that under the circumstances in which the insured was placed it was not possible from him or any other person to give notice or file claim within the prescribed time limit.

Such written proof of loss must contain:



- i) the Policy Number, and
 - ii) the preliminary medical report describing the nature and extent of all injuries or **Sicknesses**, and providing a precise diagnosis, and
 - iii) all invoices, bills, prescriptions, **Hospital** certificates which will permit the **Company** to accurately determine the total amount of **Medical Expenses** (if applicable) incurred by the **Insured Person**, and
 - iv) in the case where another party was involved (e.g. a car collision), the names, contact details and if possible insurance details of the other party, and
 - v) in the case of death, an official death certificate, succession certificate pursuant to the Indian Succession Act 1925, as amended, and any other legal documents establishing the identity of any and all beneficiaries, and
 - vi) proof of age, where applicable, and
 - vii) such other information as the **Company** may require to handle the claim.
- a) If an **Accident**:
- i) detailed circumstances of the **Accident** and the names of any witnesses, and
 - ii) any police reports concerning the **Accident**, and
 - iii) the date a **Physician** was seen due to the **Bodily Injury**, and
 - iv) the **Physician's** contact details, or
- b) If a **Sickness**:
- i) the date symptoms of the **Sickness** began, and
 - ii) the date a **Physician** was seen due to the **Sickness**, and
 - iii) the **Physician's** contact details.

The **Company** shall base its assessment of the claim on the complete, written proof of loss.

- 2) The **Company** at its own expense shall have the right and opportunity to examine the **Insured Person** whose **Bodily Injury** or **Sickness** is the basis of a claim and as often as it may be reasonably required during the pendency of the claim and to make an autopsy in case of death, where it is not forbidden by law.
- 3) In respect of any disablement claim, no benefit shall be payable before any disablement is recognised as definitive and permanent by a **Physician** appointed by the **Company**.
- 4) **Medical Advice** of a **Physician** shall be sought and followed promptly on the occurrence of any **Bodily Injury** or **Sickness** and the **Company** shall not be liable for any part of any claim which in the opinion of a **Physician** appointed by the **Company** arises from the unreasonable or wilful neglect or failure of an **Insured Person** to seek and remain under the care of a **Physician**.
- 5) No claim may be brought under this Policy, nor may any legal action be brought against the **Company** to recover under such claim:
 - 1) in cases of **Accidental** death, more than three (3) years after the date of death or the date the claim is denied in whole or in part, whichever is later; or



- 2) in all other cases, more than three (3) years after the **Date of Loss** or date the claim is denied in whole or in part, whichever is later.

No such legal action may be brought against the **Company** unless there has been full compliance with all the terms and conditions of this Policy. In the event of any failure to timely submit any claim or commence legal action with respect to any claim, all benefits under this Policy in respect of such claim shall be forfeited.

- 6) If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act 1996, as amended, and the making of an award shall be a condition precedent to any liability for the **Company** to make any payment under this Policy.
- 7) The **Company** will effect payment of covered claims subject to: i) the **Company** having received complete, written proof of loss and such other information as the **Company** may require to handle the claim; and ii) the premium for the Policy having been paid. In such cases, the **Company** shall effect payment within 7 days.
- 8) No benefit shall be payable in respect of an **Insured Person** under more than one of the following insurances: **Accidental** death or **Accidental** disablement.
- 9) No sum payable under this Policy shall carry interest.
- 10) Where amounts recoverable from the **Company** are delayed pending finalisation of any claim, payments on account may be made to the **Insured Person** at the **Company's** discretion, on receipt by the **Company** of certification by a **Physician** appointed by the **Company**.
- 11) An **Insured Person** has the right to designate a beneficiary. All beneficiary designations shall be in writing, filed with the **Policyholder**, and provided to the **Company** at the time of claim and such other time as the **Company** may require.
- The **Insured Person**, and no one else, unless there is an irrevocable assignment, has the right to change the beneficiary. The **Insured Person** does not need the consent of anyone to do so. Changes must be in writing, filed with the **Policyholder** and provided to the **Company** at the time of claim and such other time as the **Company** may require. The **Company** does not assume any responsibility for the validity of these changes.
- Benefit shall be payable only to the **Insured Person**, his or her **Beneficiary**, or the **Insured Person's** legal personal representatives if applicable, whose receipt shall effectively discharge the **Company**.
- 12) In the event of a claim under this Policy, the **Policyholder**, the **Insured Person** and the **Beneficiary**, if applicable, must fully co-operate with the **Company** in its handling of the claim including, but not limited to, the timely submission of all medical and other reports, and full co-operation with all physical examinations and autopsies that the **Company** may require.
- 13) The **Company** shall not be bound or be affected by any notice of any trust, charge, lien, or other dealing with or in relation to this Policy.

SECTION 5 GENERAL EXCLUSIONS



The **Company** shall not be liable to pay any benefit in respect of any **Insured Person**:

- 1) for **Bodily Injury** or **Sickness** occasioned by **Civil War** or **Foreign War**.
- 2) for **Bodily Injury** or **Sickness** caused or provoked intentionally by the **Insured Person**.
- 3) INJURY or DISEASE directly or indirectly caused by or contributed to by **nuclear weapons/materials**.
- 4) for **Bodily Injury** or **Sickness** due to wilful or deliberate exposure to danger, (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt thereat, or arising out of non-adherence to **Medical Advice**.
- 5) for **Bodily Injury** or **Sickness** sustained or suffered whilst the **Insured Person** is or as a result of the **Insured Person** being under the influence of alcohol or drugs or narcotics unless professionally administered by a **Physician** or unless professionally prescribed by and taken in accordance with the directions of a **Physician**.
- 6) for **Bodily Injury** due to a gradually operating cause.
- 7) for **Bodily Injury** sustained whilst or as a result of participating in any sport as a professional player.
- 8) for **Bodily Injury** sustained whilst or as a result of participating in any competition involving the utilisation of a motorised land, water or air vehicle.
- 9) for **Bodily Injury** sustained whilst or as a result of riding or driving a motorcycle or motor scooter over one hundred fifty (150) cc.
- 10) for **Bodily Injury** whilst the **Insured Person** is travelling by air other than as a fare paying passenger on an aircraft registered to an airline company for the transport of paying passengers on regular and published scheduled routes.
- 11) for **Bodily Injury** sustained whilst or as a result of participating in any criminal act.
- 12) for **Bodily Injury** or **Sickness** resulting from pregnancy within twenty-six (26) weeks of the expected date of birth.
- 13) for **Bodily Injury** or **Sickness** caused by or arising from the conditions commonly known as Acquired Immunodeficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) and/or any related **illness** or condition including derivatives or variations thereof howsoever acquired or caused. The onus shall always be upon the **Insured Person** to show that **Bodily Injury** or **Sickness** was not caused by or did not arise through AIDS or HIV.
- 14) for **Bodily Injury** or **Sickness** caused by or arising from or due to venereal or venereal related disease.
- 15) for **Bodily Injury** sustained whilst or as a result of active participation in any violent labour disturbance, riot or civil commotion or public disorder.
- 16) for **Bodily Injury** sustained whilst on service or on duty with or undergoing training with any military or police force, or militia or paramilitary organisation, notwithstanding that the **Bodily Injury** occurred whilst the **Insured Person** was on leave or not in uniform.



- 17) for treatments for nervous or mental problems, whatever their classification, psychiatric or psychotic conditions, depression of any kind, or mental insanity.
- 18) any pathological fracture.
- 19) for cures of any kind and all stays in long term care institutions (retirement homes, convalescence centres, centres of detoxification etc.).
- 20) for investigations, operations or treatment of a purely cosmetic nature; or for obesity; or undertaken to facilitate pregnancy or to cure impotence or to improve potency.
- 21) for **Bodily Injury** sustained whilst or as a result of active participation in any hazardous sport such as parachuting, hangliding, parasailing, off-piste skiing or bungee jumping.
- 21) for **Bodily Injury** caused by or arising from or as a result of **Terrorism**.

SECTION 6 ACCIDENTAL DEATH

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results in Death within twelve (12) months of the **Date of Loss**, then the **Company** agrees to pay to the **Insured Person's Beneficiary** or legal representative the **Compensation** stated in the Schedule.

Specific Extensions

- 1) Disappearance: In the event of the disappearance of the **Insured Person**, following a forced landing, stranding, sinking or wrecking of a conveyance in which such **Insured Person** was known to have been travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such **Insured Person** shall have died as the result of an **Accident**. If at any time, after the payment of the **Accidental** death benefit, it is discovered that the **Insured Person** is still alive, all payments shall be reimbursed in full to the **Company**.
- 2) Exposure: Death as a direct result of exposure to the elements shall be deemed to be **Bodily Injury**.

Specific Conditions

- 1) If applicable and if payment has been made under the Permanent Disablement Section, any amounts paid under that Section would be deducted from payment of a claim under this Section of the Policy.

SECTION 7 PERMANENT DISABLEMENT

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results in disablement within twelve (12) months of the **Date of Loss**, then the **Company** agrees to pay to the **Insured Person** the **Compensation** stated in the specific Table of Benefits below, which is



shown as the Table of Benefits in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

Specific Extensions

- 1) Exposure: Permanent disablement as a direct result of exposure to the elements shall be deemed to be **Bodily Injury**.

Specific Provisions

- 1) Ankylosis of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall be limited to fifty percent (50%) of the **Compensation** payable for the loss of the said members.
- 2) Any benefit payable under item 23 of Table (C) shall be at the complete discretion of the **Company** taking into consideration the nature of the **Bodily Injury** in conjunction with the stated **Compensation** percentages for more specific injuries shown in the Table of Benefits.

Specific Conditions

- 1) The insurance shall terminate for an **Insured Person** under this Section upon payment of a benefit equal to the Total **Sum Insured**.
- 2) The total amount payable in respect of more than one disablement due to the same **Accident** is arrived at by adding together the various percentages shown in the Table of Benefits, but shall not exceed the Total **Sum Insured**.
- 3) The **Deductible** or **Franchise**, if applicable, shall apply to the total amount payable, irrespective of the number of benefits an **Insured Person** is entitled to.
- 4) If an **Insured Person** dies as the result of the **Bodily Injury** any amount claimed and paid to an **Insured Person** under the Permanent Disablement Section will be deducted from any payment under the **Accidental Death** Section.

Specific Definitions for all Tables of Benefits

- 1) **Limb** means the hand above the wrist joint or foot above the ankle joint.
- 2) **Loss of Hearing** means the total and irrecoverable **Loss of Hearing**.
- 3) **Loss of Mastication** means the total and irrecoverable loss of ability to chew food.
- 4) **Loss of Sight** means the total and irrecoverable **Loss of Sight**. This is considered to have occurred if the degree of sight remaining after correction is 3 / 60 or less on the Snellen Scale.
- 5) **Loss of Speech** means the total and irrecoverable **Loss of Speech**.

Specific Definitions for Table (A)

- 1) **Loss** used with reference to **Limb** means the loss by physical severance of such **Limb**.

Specific Definitions for Table (B)

- 1) **Loss** used with reference to **Limb** means the loss by physical severance or the total and permanent loss of use of such **Limb**.



Specific Definitions for Table (C) and (D)

- 1) **Loss** used with reference to **Limb** and / or fingers, thumbs or toes, means the loss by physical severance or the total and permanent loss of use of said member.

TABLE OF BENEFITS – TABLE (A)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
1) Permanent Total Disablement	100%
2) Permanent and incurable insanity	100%
3) Permanent Total Loss of two Limbs	100%
4) Permanent Total Loss of Sight in both eyes	100%
5) Permanent Total Loss of Sight of one eye and one Limb	100%
6) Permanent Total Loss of Speech	100%
7) Complete removal of the lower jaw	100%
8) Permanent Total Loss of Mastication	100%
9) Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance	100%
10) Permanent Total Loss of Hearing in both ears	75%
11) Permanent Total Loss of one Limb	50%
12) Permanent Total Loss of Sight of one eye	50%

TABLE OF BENEFITS – TABLE (B)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
1) Permanent Total Disablement	100%
2) Permanent and incurable insanity	100%
3) Permanent Total Loss of two Limbs	100%
4) Permanent Total Loss of Sight in both eyes	100%
5) Permanent Total Loss of Sight of one eye and one Limb	100%
6) Permanent Total Loss of Speech	100%
7) Complete removal of the lower jaw	100%
8) Permanent Total Loss of Mastication	100%



9) Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance	100%
10) Permanent Total Loss of Hearing in both ears	75%
11) Permanent Total Loss of one Limb	50%
12) Permanent Total Loss of Sight of one eye	50%

TABLE OF BENEFITS – TABLE (C)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
1) Permanent Total Disablement	100%
2) Permanent and incurable insanity	100%
3) Permanent Total Loss of two Limbs	100%
4) Permanent Total Loss of Sight in both eyes	100%
5) Permanent Total Loss of Sight of one eye and one Limb	100%
6) Permanent Total Loss of Speech	100%
7) Complete removal of the lower jaw	100%
8) Permanent Total Loss of Mastication	100%
9) Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance	100%
10) Permanent Total Loss of Hearing in both ears	75%
11) Permanent Total Loss of one Limb	50%
12) Permanent Total Loss of Sight of one eye	50%
13) Permanent Total Loss of Hearing in one ear	15%
14) Permanent Total Loss of the lens in one eye	25%
15) Permanent Total Loss of use of four fingers and thumb of either hand	40%
16) Permanent Total Loss of use of four fingers of either hand	20%
17) Permanent Total Loss of use of one thumb of either hand:	
a) Both joints	20%
b) One joint	10%

18) Permanent Total Loss of one finger of either hand: a) Three joints b) Two joints c) One joint	5% 3.5% 2%
19) Permanent Total Loss of use of toes: a) All – one foot b) Big – both joints c) Big – one joint d) Other than Big – each toe	15% 5% 2% 2%
20) Established non-union of fractured leg or kneecap	10%
21) Shortening of leg by at least 5 cms.	7.50%
22) Ankylosis of the elbow, hip or knee	20%
23) Permanent disablement not otherwise provided for under Items 2-22 inclusive up to a maximum of	75%

TABLE OF BENEFITS – TABLE (D)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
1) Permanent Total Disablement	100%
2) Permanent and incurable insanity	100%
3) Permanent Total Loss of two Limbs	100%
4) Permanent Total Loss of Sight in both eyes	100%
5) Permanent Total Loss of Sight of one eye and one Limb	100%
6) Permanent Total Loss of Speech	100%
7) Complete removal of the lower jaw	100%
8) Permanent Total Loss of Mastication	100%
9) Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance	100%
10) Permanent Total Loss of Hearing in both ears	75%
11) Permanent Total Loss of one Limb	50%
12) Permanent Total Loss of Sight of one eye	50%
13) Permanent Total Loss of Hearing in one ear	15%
14) Permanent Total Loss of the lens in one eye	25%
15) Permanent Total Loss of use of four fingers and thumb of either hand	40%
16) Permanent Total Loss of use of four fingers of either hand	20%

17) Permanent Total Loss of use of one thumb of either hand: a) Both joints b) One joint	20% 10%
18) Permanent Total Loss of one finger of either hand: a) Three joints b) Two joints c) One joint	5% 3.5% 2%
19) Permanent Total Loss of use of toes: a) All – one foot b) Big – both joints c) Big – one joint d) Other than Big – each toe	15% 5% 2% 2%
20) Established non-union of fractured leg or kneecap	10%
21) Shortening of leg by at least 5 cms.	7.50%
22) Ankylosis of the elbow, hip or knee	20%

SECTION 8

IN-HOSPITAL MEDICAL EXPENSES – ACCIDENT ONLY

If, during the **Period of Insurance**, an **Insured Person** sustains **Bodily Injury** and is hospitalised as an in-patient for twenty-four (24) continuous hours or more, then the **Company** will reimburse the **Insured Person** the necessary **Usual and Reasonable In-Hospital Medical Expenses**, incurred within twelve (12) months from the **Date of Loss** up to the Total **Sum Insured** stated in the Schedule, subject to the Terms and Conditions of this Policy. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

Specific Conditions

- 1) **Usual and Reasonable In-Hospital Medical Expenses** shall include and be limited to the following services:
 - a) charges for semi-private **Hospital** room and board, use of the operating room, emergency room, and **Ambulatory Medical Centre**
 - b) fees of **Physicians**.
 - c) charges for laboratory tests, ambulance service (to or from the **Hospital**), prescription medicines or drugs, therapeutics, anaesthetics (including administration of anaesthetics), transfusions, artificial **Limbs** or eyes (excluding repair or replacement of these items), x-rays, prosthetic appliances.
 - d) charges for a registered nurse (R.N).
- 2) If at the time when any claim is made under this Policy, insured has two or more policies from one or more Insurers to indemnify treatment cost, which also covers any claim (in part or in whole) being made under this Policy, then the Policy



holder shall have the right to require a settlement of his claim in terms of any of his policies. The insurer so chosen by the Policy holder shall settle the claim, as long as the claim is within the limits of and according to terms of the chosen policy.

Provided further that, If the amount to be claimed under the Policy chosen by the Policy holder, exceeds the sum insured under a single Policy after considering the deductibles or co-pay (if applicable), the Policy holder shall have the right to choose the insurers by whom claim is to be settled. In such cases, the respective insurers may then settle the claim by applying the Contribution clause . This clause shall only apply to indemnity sections of the policy.

Specific Definitions

- 1) **Ambulatory Medical Centre** means a licensed facility providing ambulatory surgical or medical treatment, other than a **Hospital**, clinic or **Physician'**s office.
- 2) **Usual and Reasonable In-Hospital Medical Expenses** means fees and prices generally charged in the locality where performed for medically necessary services and supplies required for treatment of cases of comparable severity and nature, but not to include charges that would not have been made if no insurance existed.

Specific Exclusions

The **Company** shall not be liable to pay any benefit in respect of any **Insured Person** for:

- 1) any **Usual and Reasonable In-Hospital Medical Expenses** before the **Period of Insurance**.
- 2) any dental work.
- 3) any claim caused by or arising from or due to **Sickness** of any and every kind.

SECTION 9 HOSPITAL CASH – ACCIDENT ONLY

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results in the **Insured Person** being in a **Hospital** as an in-patient within one (1) calendar month of the **Date of Loss**, then the **Company** agrees to pay to the **Insured Person** the **Daily Benefit** stated in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

Specific Provisions

- 1) In case of successive **Hospital** stays with less than sixty (60) Days between each one for a same cause, the **Deductible** or **Franchise** will only apply once, as the **Hospital** stays will be deemed as one event.

Specific Conditions



1) Once the **Company** has paid the **Daily Benefit** up to the maximum number of **Days** stated in the Schedule, cover under this Section will cease for such **Insured Person**.

SECTION 10 LAST RITES COSTS – ACCIDENT & SICKNESS

1) If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** or **Sickness** which directly and independently of all other causes results within one (1) calendar month of the **Date of Loss** in death, then the **Company** agrees to pay to the **Insured Person's Beneficiary** or legal representative the **Compensation** stated in the Schedule towards the cost of the last rites of the **Insured Person**.

SECTION 11 TEMPORARY TOTAL DISABLEMENT – ACCIDENT ONLY

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results (starting during the **Period of Insurance**) in **Temporary Total Disablement**, then the **Company** agrees to pay to the **Insured Person** the amount stated in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

Specific Conditions

- 1) If **Bodily Injury** is sustained to or suffered in relation to the spine and its muscular girdle, ligamentous system, cartilage, nervous system and blood supply to the spine which is not detectable by means of radiological scanning, imaging, or neurological fallout testing, then the **Company** shall only be liable in respect of this Section for a maximum period of five (5) weeks, in excess of the **Deductible** or **Franchise** if applicable.
- 2) In the event of a dispute arising as to when **Temporary Total Disablement** ceased, the date shall be finally determined by a **Physician** commissioned by the **Company** who certifies:
 - a) the date upon which the **Insured Person** recovered; or
 - b) the date upon which the **Insured Person** recovered as far as he/she ever will; or
 - c) the date from which the **Insured Person** is declared to have suffered **Permanent Total Disablement**;
- 3) The benefit shall not in any event exceed the Total **Sum Insured** or the Maximum Number of Weeks as stated in the Schedule.
- 4) If at the time when any claim is made under this Policy, insured has two or more policies from one or more Insurers to indemnify treatment cost, which also covers any claim (in part or in whole) being made under this Policy, then the Policy holder shall have the right to require a settlement of his claim in terms of any of his policies. The insurer so chosen by the Policy holder shall settle the claim, as long as the claim is within the limits of and according to terms of the chosen policy.

Provided further that, If the amount to be claimed under the Policy chosen by the Policy holder, exceeds the sum insured under a single Policy after considering



the deductibles or co-pay (if applicable), the Policy holder shall have the right to choose the insurers by whom claim is to be settled. In such cases, the respective insurers may then settle the claim by applying the Contribution clause. This clause shall only apply to indemnity sections of the policy

Specific Definitions

- 1) **Temporary Total Disablement** means disablement which temporarily and entirely prevents an **Insured Person** from engaging in or giving attention to the **Insured Person's** usual occupation.

Specific Exclusions

The **Company** shall not be liable to pay any benefit in respect of any **Insured Person** for

- 1) any claim caused by or arising from or due to **Sickness** of any and every kind.

SECTION 12 MOBILITY EXTENSION

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results in **Permanent Total Disablement** of such a nature that such **Insured Person** needs and can operate:

- 1) a self-powered, climbing wheelchair; and/or
 - 2) his/her motor vehicle with the controls suitably adjusted; and/or
 - 3) a lift, necessary ramps, railings and holds to usual place of residence,
- then the **Company** agrees to pay for 95% of the costs of such equipment and the installation thereof up to the Total **Sum Insured** stated in the Schedule.

SECTION 13 DEPENDENT CHILD EDUCATION BENEFIT

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results in death within twelve (12) months of the **Date of Loss**, then the **Company** agrees to pay the education fees for the **Insured Person's** surviving **Dependent Child** up to the amount stated in the Schedule per year up to the number of years stated in the Schedule.

Specific Conditions

- 1) To receive benefits under this Section, the **Dependent Child** must be in full time education at an accredited tertiary educational institution.
- 2) The Total **Sum Insured** is the total amount payable for all **Dependent Children** combined, not per person.

Specific Extensions

- 1) Disappearance: In the event of the disappearance of an **Insured Person**, following a forced landing, stranding, sinking or wrecking of a conveyance in which such **Insured Person** was known to have been travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such **Insured Person** shall have died as the result



of an **Accident**. If at any time, after the payment of a benefit under this Section, it is discovered that an **Insured Person** is still alive, all payments shall be reimbursed in full to the **Company**.

- 2) Exposure: Death as a direct result of exposure to the elements shall be deemed to be **Bodily Injury**.

SECTION 14 **DEPENDENT CHILD WEDDING BENEFIT**

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results in Death within twelve (12) months of the **Date of Loss**, then the **Company** agrees to pay the **Compensation** shown in the Schedule in equal shares to each **Dependent Child** of the **Insured Person**.

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**

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 Centres

Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, <u>AHMEDABAD-380 014.</u> Tel.:- 079-27545441/27546139 Fax : 079-27546142 Email: bimalokpal.ahmedabad@gbic.co.in	Shri Raj Kumar Srivastava, Office of the Insurance Ombudsman, 2 nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel, Near New Market, <u>BHOPAL(M.P.)-462 003.</u> Tel.:- 0755-2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in
Shri B.N. Mishra, Office of the Insurance Ombudsman, 62, Forest Park, <u>BHUBANESHWAR-751 009.</u> Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	Shri Manik Sonawane Office of the Insurance Ombudsman, S.C.O. No.101-103,2nd Floor, Batra Building, Sector 17-D, <u>CHANDIGARH-160 017.</u> Tel.:- 0172-2706468/2705861 Fax : 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in
Shri Virander Kumar, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <u>CHENNAI-600 018.</u> Tel.:- 044-24333668 /24335284 Fax : 044-24333664 Email: bimalokpal.chennai@gbic.co.in	Smt. Sandhya Baliga, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <u>NEW DELHI-110 002.</u> Tel.:- 011-23237539/23232481 Fax : 011-23230858 Email: bimalokpal.delhi@gbic.co.in

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