

HDFC ERGO General Insurance Company Limited



MICRO INSURANCE – HDFC ERGO JANATA 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 which insurance cover the Company agrees to provide subject to:

1. Any proposal or other information supplied by or on behalf of the **Beneficiary**:
 - 1.1. Disclosing all facts and circumstances known to the **Beneficiary** that are material to the assessment of the risks insured hereby,

and
 - 1.2. Forming the basis of this insurance, and
2. The **Policyholder** having paid the premium on or before the due date thereof and the realization thereof by the Company to grant such insurance to the **Beneficiary** 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 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. **Beneficiary** means any person(s) who is (are) insured under this policy.
5. **Benefit** means the payment or entitlement available in accordance with the Policy.
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. **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.

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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. **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.
14. **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 hours because of technological advancement and
 - b. Which would have otherwise required a hospitalization of more than 24 hours

Treatment normally taken on out-patient basis is not included in the scope of this definition
15. **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.
16. **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.
17. **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
18. **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.
19. **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.
20. **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.

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21. **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.
22. **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.
23. **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.
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. **Immediate Family Member** means a **Beneficiary's** children; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; adopted children; children from a previous marriage; step-parents; aunts, uncles; nieces, and nephews.
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. **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.
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. **Loss of Use** means the loss by the Beneficiary of the functional use of either one or both of his/her hands, feet or eye sight without actual physical separation of such part, as a result of a Bodily Injury.
30. **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.
31. **Medical Advice** means any consultation or advice from a Medical Practitioner / Physician including the issue of any prescription or repeat prescription.

32. **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.
33. **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:
- an INSURED PERSON under this policy;
 - an INSURED PERSON'S employer or business partner;
 - an employee of the POLICYHOLDER; or
 - 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. **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.
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. **Nominee** means the person(s) nominated by the Beneficiary to receive the insurance benefits under this Policy payable on the death of the Beneficiary.
38. **Non-Network** Any hospital, day care centre or other provider that is not part of the network.
39. **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.
40. **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
41. **Policy** means Your statements in the Proposal Form, this Policy Wording (including endorsements, if any), any attachments to the policy and the schedule (as the same may be amended from time to time).
42. **Policy Period** means the period commencing from Policy start date and hour as specified in the Schedule and terminating at midnight on the Policy end date as specified in of the Schedule to this Policy.
43. **Policyholder** means the entity whose name(s) is/are specifically appearing as such in part I of the schedule to this Policy.
44. **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

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45. **Proposal** means the proposal form for and forming part of this Policy and any other documentation or information provided to the Company for the purposes of determining whether and upon what terms to offer or renew the Policy.
46. **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.
47. **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.
48. **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.
49. **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.
50. **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.
51. **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.
52. **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.
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. **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.
55. **Sum Insured** means the amount stated in the table of benefits in the policy schedule as the total sum insured or limited to the specific insurance details in any section of this Policy. The 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.
- The total sum insured is a sublimit of liability. It is part of, and not in addition to the accumulation limit stated in the schedule, if any. It further reduces, and does not increase, the accumulation limit as stated in the schedule.
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 EXCLUSIONS

The **Company** shall not be liable to pay any benefit in respect of any **Beneficiary** for any claim directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this **Policy**:

1. Payment of compensation in respect of injury or disablement directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of issue of this **Policy**.
2. For **Bodily Injury** or Death caused or provoked intentionally by the **Beneficiary**.
3. For **Bodily Injury** or Death due to willful or deliberate exposure to danger (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt threat, or arising out of non-adherence to medical advice.
4. For **Bodily Injury** or Death sustained or suffered whilst the **Beneficiary** is or as a result of the **Beneficiary** 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**.
5. For **Bodily Injury** or Death due to a gradually operating cause.
6. For **Bodily Injury** or Death sustained whilst or as a result of participating in any sport as a professional player.
7. For **Bodily Injury** or Death sustained whilst or as a result of participating in any competition involving the utilization of a motorized land, water or air vehicle.
8. For **Bodily Injury** or Death whilst the **Beneficiary** is traveling 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.
9. For **Bodily Injury** or Death sustained whilst or as a result of participating in any criminal act with criminal intent.
10. For **Bodily Injury** or Death resulting from pregnancy within twenty-six (26) weeks of the delivery.
11. For **Bodily Injury** or Death 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 **Beneficiary** to show that **Bodily Injury** or Death was not caused by or did not arise through AIDS or HIV.
12. For **Bodily Injury** or Death caused by or arising from or due to venereal or venereal related disease.
13. For **Bodily Injury** or Death sustained whilst or as a result of active participation in any violent labour disturbance, riot or civil commotion or public disorder.
14. For **Bodily Injury** or Death sustained whilst on service or on duty with or undergoing training with any military, militia or paramilitary organization, notwithstanding that the Bodily Injury or Death occurred whilst the **Beneficiary** was on leave or not in uniform.

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15. For treatments for nervous or mental problems, whatever their classification, psychiatric or psychotic conditions, depression of any kind, or mental insanity.
16. Any pathological fracture.
17. For cures of any kind and all stays in long term care institutions (retirement homes, convalescence centres, centres of detoxification etc.).
18. 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
19. For **Bodily Injury** or Death sustained whilst engaging in adventures sports, Trekking, Snorkeling & Diving, Skiing, Mountaineering, Backwaters, River Rafting, Safaris, Polo, Water Sports, Paragliding, Parasailing, Aero Sports, Mountain Biking, Aviation or Ballooning, or any other Ballooning like activity, or whilst mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world. Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine
20. Due to the **Beneficiary** committing any breach of the law with criminal intention.
21. **INJURY** or disease directly or indirectly caused by or arising from or attributable to:
 - a. 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 **Beneficiary** 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.
 - b. Ionizing radiation or contamination by radioactivity from any source whatsoever.
 - c. Nuclear/Biological/Chemical or any kind of Weapons/Weapons material.

SECTION 4

SCOPE OF COVER

The **Company** hereby agrees, subject to the terms, conditions and exclusions contained or otherwise expressed herein, to pay to the **Beneficiary** or the **Nominee** (as the case may be) a sum not exceeding the **Sum Insured**, in case of death, as more particularly described under categories of benefits, of the **Beneficiary** resulting solely and directly from an **Accident** to the extent and in the manner hereinafter provided.

Categories of Benefits

1 Accidental Death

The **Sum Insured** as stated in the schedule of the **Policy** will be paid if the death of the **Beneficiary** occurs within a period of twelve months from the date of **Bodily Injury** during **Policy Period**, and such **Bodily Injury** is the sole and direct cause of the death of the **Beneficiary**.

2 Permanent Total Disability

- (i) If a Bodily Injury shall, within twelve months of its occurrence, be the sole and direct cause of the total and irrecoverable:

(a) Loss of sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or one entire hand and one entire foot, or loss of sight of one eye and loss of one entire hand or one entire foot, then the Total Sum Insured stated in the Part I of the schedule hereto as applicable to such Beneficiary shall be paid to the Beneficiary.

(b) Loss of use of two hands or two feet, or one hand and one foot, or of loss of sight of one eye and Loss of Use of one hand or one foot, then the Total Sum Insured stated in the Part I of the schedule hereto as applicable to such Beneficiary shall be payable to the Beneficiary.

(c) Loss of sight of one eye, or of the actual loss by physical separation of one entire hand or one entire foot, then fifty percent (50%) of the Total Sum Insured stated in the Part I of the schedule hereto as applicable to such Beneficiary shall be payable to the Beneficiary.

(d) Loss of Use of a hand or a foot then fifty percent (50%) of the Total Sum Insured stated in the Part I of the schedule hereto as applicable to such Beneficiary shall be payable to the Beneficiary

Note:

For the purpose of clause (c) and (d) above, physical separation of one hand or foot means separation of hand at or above the wrist, and of foot at or above the ankle.

- (ii) If such Bodily Injury shall, as a direct consequence thereof, immediately and permanently, disable the Beneficiary from engaging in/being occupied with/giving attention to any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Total Sum Insured stated in Part I of the schedule hereto as applicable to such Beneficiary shall be paid to the Beneficiary.

Special Condition

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If payment has been made under the disability section (if applicable), any amounts paid under that Section would be deducted from the payment of a claim under this section of the Policy.

Section 5

Basis of Assessment of claims

1. Basis of assessment of claim shall be:

The benefit payable to or on behalf of the **Beneficiary** for death or disability shall not exceed the **Total Sum Insured** as specified in Part I of the schedule to this **Policy**.

2. **Claim Documents:**

The **Claimant** shall be required to furnish the following in support of a claim made under this Policy:

1. **In case of Accidental Death:**

- a. Duly completed claim form
- b. First information report (FIR)
- c. Death Certificate
- d. Inquest Panchanama
- e. Postmortem report (if conducted)
- f. Forensic Science Laboratory Report (where ever required)
- g. Medical reports, treatment papers, etc. wherever necessary/ applicable
- h. Identification proof
- i. Any other document required to prove the claim.

- b) **In case of Permanent Total Disability:**

- a. Duly completed claim form
- b. First information report (FIR)
- c. Spot Panchanama
- d. Disability certificate duly signed and stamped by civil surgeon
- e. Medical reports, medical bills, treatment papers, etc
- f. Discharge card from **Hospital**
- g. Photograph of disabled **Beneficiary** and disabled area (i.e. foot, hand, etc)

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- h. Any other document required to prove the claim.

3. **Claims Procedure:**

The procedure for lodging the claim shall be as under:

Upon the happening of any event giving rise or likely to give rise to a claim under this **Policy**:

- a. The claimant shall give immediate notice thereof in writing to the **Company**.
- The claimant shall deliver to the **Company**, within 60 days from the date of loss, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.
- b. The claimant shall tender to the **Company** all reasonable information, assistance and proofs in connection with any claim hereunder.
- c. In case of claims for death of the **Beneficiary**, where a **Nominee(s)** has not been mentioned in the **Proposal Form**, the **Nominee(s)/Legal Heirs** will be as follows:

In case of the death of Beneficiary	1. Spouse
In absence of 1 above	2. Children
In absence of 1 & 2 above	3. Parents
In absence of 1,2 & 3 above	4. Grandchildren
In absence of 1,2,3 & 4 above	5. Unmarried, widowed, divorcee sister if such sister is staying with the deceased

Decision of District Magistrate will be binding in case any dispute arises with respect to deciding the **Nominee(s)/Legal Heirs**.

4. Limitation period

In no case whatsoever shall the **Company** be liable, for any expenses after the expiry of 12 months from the occurrence of death or **Bodily Injury** to the **Beneficiary**, unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the **Company** shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of disclaimer have been made the subject matter of a suit in court of law then the claim for all such purposes will be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

5. Policy Related Terms and Conditions

- (i) Upon the happening of any event, which may give rise to a claim under this **Policy**, written notice with full particulars must be given to the **Company** immediately. In case of death, written notice must be given before internment, cremation and in any case, within two calendar month from the date of the death, unless reasonable cause is shown. In the event of loss of sight or amputation of limbs, written notice thereof must be given within one calendar month after such loss of sight or amputation.
- (ii) All the documents related to claim must be submitted within 60 days of happening of event.

- (iii) 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 **Beneficiary** on the occasion of any alleged **Bodily Injury** or disability when and so often as the same may reasonably be required on behalf of the **Company** and in the event of death to make a post-mortem examination of the body of the **Beneficiary**. Such evidence as the **Company** may from time to time require shall be furnished and a post-mortem examination report, be furnished within a period of fourteen days from the date on which the claim is made under this **Policy**.
- (iv) In the event of a claim in respect of loss of sight, the **Beneficiary** shall undergo at the **Beneficiary's** expense such operation or treatment as the **Company** may reasonably deem desirable. In the event the sight is not regained after such operation or treatment, and such loss of sight is of a permanent nature, compensation shall be payable as specified in the "Basis of Assessment of claims" in Part II of the Schedule of this **Policy**.
- (v) Position after a claim :
- In case of death or disability (as specified in Categories of Benefits; Disability under serial number (i) (a), (i) (b)) the **Company** shall delete the name of the **Beneficiary** in respect of whom such sums shall become payable from the scope of the **Policy** without any refund of the premium and the cover under the Policy shall cease for such Beneficiary and such Beneficiary shall not be entitled to any benefit whatsoever under the Policy.
- For other categories of benefits, upon payment of claim under the benefit, the **Total Sum Insured** shall stand reduced by the amount payable under the said claim.
- (vi) The **Policyholder** shall give immediate notice to the **Company** of any change in any of the business or occupation of any of the **Beneficiary**.
- The **Policyholder** shall on tendering any premium along with the intimation for the renewal of this **Policy** give notice in writing to the **Company** of any disease, physical defect or infirmity with which any of the **Beneficiary** have become affected since the payment of the last preceding premium.
- (vii) If the **Beneficiary** during the continuance of the **Policy** is insured against a similar Janata Personal Accident Insurance with more than one insurance company, then the maximum aggregate liability of the all insurers irrespective of the number of such policies, shall be limited to a sum of Rs. 10, 00,000/- or total actual Total Sum Insured for all insurers under policies whichever is less.
- (viii) The **Policyholder** as mentioned in the schedule is responsible for the collection and remittance of all premiums. Premiums are due on or prior to the Policy Effective Date as mentioned in the Schedule and,
- In the case of a multi-year Policy, on or before the annual anniversary of such Policy Effective Date and,
- In the case of a premium payable in installments, at a fixed frequency as mentioned in 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**.

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Timely payment of all premiums 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.

- (ix) Short Period Scale: In case of group policies where policy period is less than 12 months then the following short period scales are applicable

Short Period Scale	
Days Upto	Percentage (%)
7	10
30	25
60	35
90	50
120	60
180	75
240	85
Exceeding 240	100

Long term policy:

This individual policy may be issued upto a maximum 3 years at one go and suitable discounting may be done for the increased tenure.

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SECTION 6

GENERAL CONDITIONS

1. 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 **Policyholder** or a person covered under the **Policy** be a condition precedent to any liability of the **Company** under this **Policy**.
2. 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 / extension on the policy.
3. Upon the happening of any event which may give rise to a claim under this **Policy**, the claimant under the **Policy** shall forthwith give notice thereof to the **Company**. Unless reasonable cause is shown, the claimant under the policy 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.
4. **Notices:** Every notice, communication or intimation required or contemplated under this **Policy** to be given by the person covered under the **Policy** or anyone on his behalf 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, persons covered under the policy and other details as may be necessary.

5. ***THIS POLICY SHALL BE VOIDABLE AT THE OPTION OF THE COMPANY IN THE EVENT OF MIS-REPRESENTATION, MIS-DESCRIPTION OR NON-DISCLOSURE OF ANY MATERIAL PARTICULAR BY THE POLICY HOLDER, PERSON INSURED UNDER THE POLICY OR A BENEFICIARY UNDER THIS POLICY IF HE IS DIFFERENT FROM THE PERSON INSURED. ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD THE INSURANCE COMPANY OR OTHER PERSONS, FILES A PROPOSAL FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH WILL RENDER THE POLICY VOIDABLE AT THE INSURANCE COMPANY'S SOLE DISCRETION AND RESULT IN A DENIAL OF INSURANCE BENEFITS.***

IF A CLAIM IS IN ANY RESPECT BE FRAUDULENT, OR IF ANY FRAUDULENT OR FALSE PLAN, SPECIFICATION, ESTIMATE, DEED, BOOK, ACCOUNT ENTRY, VOUCHER, INVOICE OR OTHER DOCUMENT, PROOF OR

HDFC ERGO General Insurance Company Limited



EXPLANATION IS PRODUCED, OR ANY FRAUDULENT MEANS OR DEVICES ARE USED BY THE POLICYHOLDER, PERSON INSURED UNDER THE POLICY, 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 POLICYHOLDER, PERSON INSURED, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY STAND FORFEITED.

6. The **Company** shall not be liable to make any payment under this policy in respect of any claim, if such claim be, in any manner fraudulent or supported by any fraudulent statement or devise, whether by the persons covered under the policy or by any person on their behalf.
7. **Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any representative of the Company shall be allowed to examine the persons covered under the policy on the occasion of the alleged injury, disease 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 persons covered under the policy and such evidence as required by the Company from time to time 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 under Section I, all sums will be payable only on the delivery of this policy and certificate of insurance appropriately cancelled and discharged.**
8. The Company will settle the claim within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that we decide to reject a claim made under this policy, we shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, In case of delay of payment the Company will comply with the provisions of Protection of Policyholders' Interest Regulations 2002.
9. **Cancellation:**

The Policyholder 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:

Individual Policy – Long Term		
Policy Period	2	3
Year of cancellation		
1	50%	67%
2	NIL	33%
3	Not Applicable	NIL

PERIOD ON RISK RATE OF PREMIUM TO BE CHARGED

Annual policies	
Length of time policy in force	Premium to be charged
Upto one month	¼ of the annual rate
Upto three months	½ of the annual rate
Upto six months	¾ of the annual rate
Exceeding six months	Full annual rate

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The Company reserves the right to cancel the policy on grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation of the insured without any refund of premium.

10. **Arbitration:** Any and all disputes or differences under or in relation to this **Policy** shall be determined by the Indian Courts and subject to Indian law.

If any dispute or difference shall arise as to the quantum to be paid under this **Policy** (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing jointly by the **Beneficiary** and the **Company** or if they cannot agree upon a single arbitrator to be appointed within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by the **Beneficiary** and the **Company** respectively and the third arbitrator to be appointed by the two arbitrators, which arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and for the time being in force.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provide, if **Company** has disputed liability under or in respect of this Policy.

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

11. This Policy shall be governed by the laws of India and the courts in Mumbai alone shall have jurisdiction in any dispute arising hereunder.
12. It is also hereby further expressly agreed and declared that if the **Company** shall disclaim liability to any person covered under the **Policy** for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer have been made subject of the 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.
13. Either the **Policyholder** and/or any **Beneficiary** shall at their own expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the **Company** for the purpose of enforcing and/or securing any civil or criminal rights and remedies or obtaining relief or indemnity from any other party to which the **Company** are, or would become entitled upon the **Company** making reimbursement under this **Policy**, whether such acts or things shall be or become necessary or required before or after **Our** payment. Neither the **Policyholder** and/or any **Beneficiary** shall prejudice these subrogation rights in any manner and shall at their own expense provide **Us** with whatever assistance or cooperation is required to enforce such rights. Any recovery the **Company** makes pursuant to this clause shall first be applied to the amounts paid or payable by the **Company** under this **Policy** and **Our** costs and expenses of effecting a recovery, where after, We shall pay any balance remaining to the **Insured Persons/policyholder**.
14. **Renewal:**

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.



15. Where **Proposal Forms** are not received, information obtained from the **Policyholder** or **Beneficiary** whether orally or otherwise is captured in the policy document. The **Policyholder** or **Beneficiary** shall point out to the **Company**, discrepancies, if any, in the information contained in the policy document or certificate of insurance, as applicable, within 15 days from policy / certificate issue date after which information contained in the policy or certificate of insurance shall be deemed to have been accepted as correct.
16. **Portability:** Individual members including the family members covered under this Janta Personal Accident Group 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 or account of members disassociation with the group in capacity of his membership.
17. **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 and for group policies.



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

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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, 2nd 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
Insurance Ombudsman, Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5th Floor, Near Panbazar Overbridge, S.S. Road, <u>GUWAHATI-781 001 (ASSAM).</u> Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in	Shri G.Rajeswara Rao, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <u>HYDERABAD-500 004.</u> Tel : 040-65504123/23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@gbic.co.in
Shri P.K.Vijayakumar, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, <u>ERNAKULAM-682 015.</u> Tel : 0484-2358759/2359338 Fax : 0484-2359336	Shri K.B. Saha, Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, C.R. Avenue, <u>KOLKATA-700 072.</u> Tel : 033-22124339/22124340 Fax : 033-22124341

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Email: bimalokpal.ernakulam@gbic.co.in	Email: bimalokpal.kolkata@gbic.co.in
Shri N.P. Bhagat, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, <u>LUCKNOW-226 001.</u> Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in	Shri A.K. Dasgupta, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <u>MUMBAI-400 054.</u> Tel : 022-26106928/26106552 Fax : 022-26106052 Email: bimalokpal.mumbai@gbic.co.in
Shri A.K. Jain, Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, <u>Jaipur – 302005</u> Tel : 0141-2740363 Email: bimalokpal.jaipur@gbic.co.in	Shri A.K. Sahoo, 2nd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayanpet, <u>PUNE – 411030.</u> Tel: 020-32341320 Email: bimalokpal.pune@gbic.co.in
Shri M. Parshad, Office of the Insurance Ombudsman, 24th Main Road, Jeevan Soudha Bldg. JP Nagar, 1st Phase, <u>Bengaluru – 560025.</u> Tel No: 080-22222049/22222048 Email: bimalokpal.bengaluru @gbic.co.in	<u>OFFICE OF THE GOVERNING BODY OF INSURANCE COUNCIL</u> Smt. Ramma Bhasin, Secretary General, Shri Y.R. Raigar, Secretary 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI – 400 054 Tel : 022-26106889/6671 Fax : 022-26106949 Email- inscoun@gbic.co.in

STATUTORY NOTICE: INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION